

AGENDA
SULPHUR CITY COUNCIL MEETING
MONDAY, DECEMBER 9, 2019 AT 5:30 P.M.

THERE WILL BE A REGULAR MEETING OF THE SULPHUR CITY COUNCIL **MONDAY, DECEMBER 9, 2019 AT 5:30 P.M.**, IN THE COUNCIL CHAMBERS LOCATED AT 500 NORTH HUNTINGTON STREET, SULPHUR, LOUISIANA, TO DISCUSS AND ADOPT THE FOLLOWING:

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

1. PRESENTATION by Armed Forces Committee. I13-19 (Melinda Hardy)
2. PRESENTATION of Audit for fiscal year ending June 30, 2019. I14-19 (Mayor Danahay)
3. PUBLIC NOTICE pursuant to R.S. 42:19.1 that the City Council of the City of Sulphur will consider at its meeting on Tuesday, January 14, 2019, at 5:30 p.m. in the City Council Chamber, 500 A N Huntington Street, Sulphur, LA the calling of an election on May 9, 2020 for renewal of the City's ½% sales tax dedicated for streets, sewerage disposal, waste and waste water systems.
4. PUBLIC HEARING on ordinance amending Chapter 22, Section 21 of the Code of Ordinances of the City of Sulphur to provide for Cross Connections. ORD93-19 (Mayor Danahay)
5. PUBLIC HEARING on ordinance authorizing Mayor Mike Danahay to sign Cooperative Endeavor Agreement between Calcasieu Parish E911 Communications District, Calcasieu Parish Sheriff's Office and the City of Sulphur to participate in the "Cal-Win" radio/information network. ORD94-19 (Mayor Danahay)
6. PUBLIC HEARING on ordinance entering into a Cooperative Endeavor Agreement with Calcasieu Parish Police Jury for costs associated with marketing and promotion of Cal-Cam Fair. ORD95-19 (Mayor Danahay)
7. PUBLIC HEARING on ordinance entering into a Cooperative Endeavor Agreement with Calcasieu Cameron Fair Association, Inc. for costs associated with marketing and promotion of Cal-Cam Fair. ORD96-19 (Mayor Danahay)

8. PUBLIC HEARING on ordinance authorizing Mayor Mike Danahay to sign First Amendment to the Cooperative Endeavor Agreement between the City of Sulphur and Calcasieu Parish Police Jury for plumbing inspections (JSA adopted Feb. 20, 2004).
ORD97-19 (Mayor Danahay)
9. RESOLUTION awarding bid for the annual supply of pipe and fittings, limestone and asphalt mix and chemical supplies for the City.
RES69-19 (Mayor Danahay)
10. RESOLUTION setting meeting dates for City Council, Land Use and Board of Zoning Adjustment for 2020. RES70-19 (Melinda Hardy)
11. RESOLUTION authorizing Jennifer Thorn, Director of Finance, to sign on behalf of the City of Sulphur to reject Uninsured/Underinsured Motorist Bodily Injury Coverage.
RES71-19 (Mayor Danahay)
12. Consideration of going into Executive Session to discuss the following claims:

Kerry Guillory – Claim Number 16ALBI57959
Jordan Nicosia – Claim Number 16ALBI57965
13. RESOLUTION approving proposed settlement and authorizing Mayor Danahay to settle the following claim:

Kerry Guillory – Claim Number 16ALBI57959
14. RESOLUTION approving proposed settlement and authorizing Mayor Danahay to settle the following claim:

Jordan Nicosia – Claim Number 16ALBI57965
15. Public Comment. 3 MINUTES PER SPEAKER - ONLY SPEAK 1 TIME PER ITEM

ADJOURNMENT

The next regular City Council meeting will be held on Tuesday, January 14, 2020 at 5:30 p.m. in the Council Chambers located at 500 North Huntington Street, Sulphur, LA.

In accordance with the Americans with Disabilities Act, if you need special assistance to attend this meeting, please contact Arlene Blanchard at 527-4571, describing the assistance that is necessary.

ORDINANCE AMENDING CHAPTER 22, SECTION 21 OF THE CODE OF
ORDINANCES OF THE CITY OF SULPHUR TO PROVIDE FOR CROSS
CONNECTIONS.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby amend Chapter 22, Section 16 of the Code of Ordinances of the City of Sulphur to provide for Cross Connections to read as follows:

Sec. 22-21. - Connection with unsafe water sources forbidden.

(a) There shall be no cross connection, auxiliary intake, bypass, interconnection or other arrangement, including overhead leakage, whereby water from a source that does not comply with these regulations may be discharged or drawn into any potable water supply which does comply with these requirements. The use of valves, including check or back-pressure valves, is not considered protection against return flow, or backsiphonage, or for the prevention of flow of water from an unapproved source into an approved system.

(b) Cross-Connection Control Device or Method Required.

Each existing or new structure is required to implement and maintain an adequate cross-connection control device or method for backflow prevention as mandated under state law and state regulations.

Definitions.

The following definitions shall apply only to this Division. For those terms not defined in this Division, the definitions contained in the Louisiana Amended 2015 International Plumbing Code (2015 IPC LA amended), as it may be amended from time to time, shall apply. The then current version of the relevant regulatory code shall be applicable upon its adoption by the Louisiana State Uniform Construction Code Council, and all references to the 2015 IPC LA amended shall be applicable to the then current version of the code as approved for use in Louisiana by the LSUCCC pursuant to applicable law.

1. "Administrative authority" means the City of Sulphur Department of Public Works Water Plant, or any agent, employee, officer, department, or board of the City of Sulphur.
2. "Approved" means accepted or acceptable under an applicable specification or standard stated or cited in the code or accepted as suitable for the proposed use under procedures and authority of the administrative authority.
3. "Approved backflow prevention assembly for containment" means an air gap meeting current ASME Standards "Air Gaps in Plumbing Systems" or a current backflow prevention assembly which is listed by the University of Southern California-Foundation for Cross Connection Control and Hydraulic Research (USCFCCCHR) as having met the requirements of current ANSI/AWWA Standards or current ASSE Standards, "Double Check Valve Backflow-Prevention Assemblies", or current ANSI/AWWA Standards or current ASSE Standard, "Reduced- Pressure Principle Backflow Assemblies" for containment. The listing shall include the limitations of use based on the degree of hazard. This term shall additionally include those backflow prevention assemblies meeting current ANSI/ASSE Standards, "Backflow Preventer, Reduced Pressure Detector Assembly", or current ANSI/ASSE Standards, "Backflow Preventer, Double Check Detector Assembly".
4. "Approved backflow prevention assembly for containment in fire protection system" means a backflow prevention assembly to be used in a fire protection system which also meets the requirements of Factory Mutual Research Corporation (FM) and Underwriters Laboratory (UL) and the requirement of the standard Codes adopted by the City of Sulphur. Devices sized smaller than 2-1/2 inches which have not been listed by Underwriters Laboratory (UL) and tested by Factory Mutual R Research Corporation (FM) may be allowed if approved by the State Fire Marshal. Any such device under this definition shall minimally meet the definition of an "approved backflow prevention assembly for containment". In addition, the assembly to be used for a particular application/degree of hazard shall be selected and installed in accord

with the requirements of Table 608.18.1 of 2015 IPC (LA amended).

5. "Approved testing agency" means an organization primarily established for purposes of testing to approved standards and approved by the administrative authority (e.g., American Society of Mechanical Engineers (ASME), American Society of Sanitary Engineers (ASSE), American Water Works Association (AWWA), American National Standards Institute (ANSI), Factory Mutual Research Corporation (FM), Underwriters Laboratory (UL), University of Southern California- Foundation for Cross Connection Control and Hydraulic Research (USC-FCCCHR), etc.).
6. "Auxiliary water supply" means any water supply on or available to the premises other than the water purveyor's approved public water supply such as, but not limited to, a private well, pond or river.
7. "Backflow" means the flow of water or other liquids, mixtures, or substance into the distribution pipes of a potable supply of water from any sources other than its intended source.
8. "Backflow connection" means any arrangement whereby backflow can occur.
9. "Backpressure backflow" means backflow due to an increase in the customer's pressure above the supply pressure. This may be due to pumps, boilers, gravity or other sources of pressure.
10. "Backflow preventer" means a device or method to prevent backflow into the potable water system.
11. "Backflow prevention assembly general tester" means those individuals holding a testing certificate from a nationally recognized backflow certification organization approved by the State Health Officer. Such individuals are not required to be a licensed plumber and are authorized to perform tests of backflow prevention devices and methods. When such devices or methods are located on private property, a backflow prevention assembly general tester is not authorized to install, repair, or maintain such devices or methods.
12. "Backflow prevention assembly technician" means a water supply protection specialist licensed by the State Plumbing Board of Louisiana pursuant to LA. R.S. 37:1361, et seq., and its implementing regulations (LAC 46: LV.101, et seq.) All water supply protection specialists are Louisiana licensed plumbers who hold such a special endorsement on their plumbing license. Such individuals are authorized to test, install, repair, and maintain backflow prevention devices and methods.
13. "Back siphonage" means the flowing back of used, contaminated, or polluted water from a plumbing fixture or vessel into a water supply pipe due to a negative pressure in such pipe. (See "backflow")
14. "Code" The word "code" or "this code", when used alone, shall mean these regulations, subsequent amendments thereto or any emergency rule or regulation which the administrative authority having jurisdiction may lawfully adopt. It shall also mean the 2015 IPC (LA amended) and applicable rules and regulations as administered by the State Plumbing Board of Louisiana.
15. "Containment" means a method of backflow prevention which requires the installation of an air gap or a backflow prevention assembly immediately following the water meter or as close to that location as deemed practical by the administrative authority.
16. "Contamination" means an impairment of the quality of the potable water which creates an actual hazard to the public health through poisoning or through the spread of disease by sewage, industrial fluids or waste. Also defined as "high hazard."
17. "Cross connection" means any connection or arrangement, physical or otherwise, between a potable water supply system and any plumbing fixture or any tank, receptacle, equipment or device, through which it may be possible for non-potable, used, unclean, polluted or contaminated water, or other substances, to enter into any part of such potable water system under any condition.
18. "Customer" means the owner, operator, or occupant of a building or property which has a water service from a public water system, or the owner or operator of a private water system which has a water service from a public water system. "Customer" shall not include any residential connection used for dwelling purposes, unless:
 - a. the residence is also used as a business premises and the home-based business or occupation involves operation of a home-based business or occupation which the water purveyor or City Inspector deems a potentially significant and high

- hazard to the City water supply;
 - b. the domestic water service provided is also used for a landscape irrigation system; or,
 - c. a separate water service has been installed for landscape irrigation and other non-domestic purposes.
19. "Degree of hazard" means the rating of a cross connection or water service which indicates if it has the potential to cause contamination or pollution.
 20. "Domestic sewage" means the liquid and water-borne wastes derived from the ordinary living processes, free from industrial wastes, and of such character as to permit satisfactory disposal, without special treatment, into the public sewer or by means of a private sewage disposal system.
 21. "Double check valve backflow prevention assembly" means a backflow prevention assembly consisting of two independently acting internally loaded spring check valves, four properly located test cocks, and two isolation valves. Commonly referred to as a DC.
 22. "Existing work" means a plumbing system, or any part thereof, which has been installed prior to the effective date of this Code.
 23. "Fire protection system" means any system used for fire protection or suppression with a direct connection to the public water supply, including but not limited to sprinklers, standpipes, and Siamese connections.
 24. "High hazard" see contamination.
 25. "High hazard cross connection" means a cross-connection which may cause an impairment of the quality of the potable water by creating an actual hazard to the public health, through poisoning or through the spread of disease by sewage, industrial fluids, or waste.
 26. "Industrial waste" means any and all liquid or water-borne waste from industrial or commercial processes, except domestic sewage.
 27. "Isolation" means a method of backflow prevention in which a backflow prevention assembly is located at the cross-connection rather than at the water service entrance. Isolation is commonly referred to as "point of use" protection.
 28. "Labeled" means equipment or materials bearing a label or listing agency.
 29. "Liquid water" means the discharge from any fixture, appliance or appurtenance in connection with a plumbing system which does not receive fecal matter.
 30. "Listed" means equipment or materials included in a list published by a listing agency that maintains periodic inspection or current production of listed equipment or materials and whose listing states either that the equipment or material complies with approved standards or has been tested and found suitable for use in a specified manner.
 31. "Low hazard" see pollution.
 32. "Low hazard cross-connection" means a cross-connection which may cause an impairment of the quality of potable water to a degree which does not create a hazard to the public health, but which does adversely and unreasonably affect the aesthetic qualities of such potable waters for domestic use.
 33. "Main" means the principal artery of any system of continuous piping to which branches may be connected.
 34. "Point of entry" means the point of connection to the potable water system.
 35. "Point of introduction" means the point at which any additive is introduced to the water supply system.
 36. "Pollution" means an impairment of the quality of the potable water to a degree which does not create a hazard to the public health but which does adversely and unreasonably affect the aesthetic qualities of such potable waters for domestic use. Also defined as "low hazard."
 37. "Potable water" means water which is satisfactory for drinking, culinary, and domestic purposes and meets the requirements of the state and city inspectors.
 38. "Reduced pressure principle backflow prevention assembly" means a backflow prevention assembly consisting of two independently acting internally loaded spring check valves, a differential pressure relief valve, four properly located test cocks, and two isolation valves. Commonly referred to as an RP or and RPZ.
 39. "Sewage" means any liquid waste containing animal or vegetable matter in suspension or solution and may include liquids containing chemicals in solution.

40. "Table 608.18.1" refers to the table marked 608.18.1 in 2015 IPC LA amended. Also known as the containment table.
41. "Water service" Depending on the context, "water service" means the physical connection between a public water system and a customer's building, property, or private water system, or the act of providing potable water to a customer.
42. "Water supply system" means the water supply system of a building or premises consisting of the building supply pipe, the water distributing pipes and the necessary connecting pipes, fittings, control valves, and all appurtenances carrying or supplying potable water in or adjacent to the building or premises.
43. "Water Purveyor" means the City of Sulphur Department of Public Works Water Plant.

Administrative Authority.

- a. The Water Purveyor shall have the right to enter any property to inspect for cross connections.
- b. The State of Louisiana will approve training programs for "backflow prevention assembly technicians" and register "backflow prevention assembly technicians" who successfully complete a training program approved by the State Plumbing Board of Louisiana as per LA. R.S. 37:1367(G) and LAC 46:LV.310, all of which applies to licensed plumbers. In addition, the State Health Officer, through the Title 51, Part XII, does accept certain persons as "general testers" per Section 346 thereof. Such individuals are known and defined herein as "backflow prevention assembly general testers". The limitations of jurisdiction/authority of "backflow prevention assembly general testers" are described within said definition.
- c. The Administrative Authority and the Water Purveyor shall maintain records of cross connection hazard surveys, and the installation, testing, and repair of all backflow prevention assemblies installed for containment purposes.
- d. Notwithstanding anything herein to the contrary, the Administrative Authority and Water Purveyor are authorized to take additional actions which may not be specifically covered herein that are deemed necessary to protect the City of Sulphur's water supply from potential or actual cross connections in accord with the requirements.

Water Services.

A. New Water Services.

1. Plans shall be submitted to the Water Purveyor for review on all new water services in order to determine the degree of hazard.
2. The Water Purveyor shall approve the type of backflow prevention assembly or method required for containment based on the requirement of Table 806.18.1 and degree of hazard. If a cross connection is not listed in Table 806.18.1, the Water Purveyor may use Table B1 the "Manual for the Selection, Installation, Maintenance, and Field Testing of Backflow Prevention Devices" (CAN/CSA Standard B64.10-2011) as a guide to determine the type of device to require.
3. The Water Purveyor shall require the installation of the appropriate backflow prevention assembly or method for containment before the initiation of water service.

B. Existing water service.

1. Any changes of, or additions to, existing water services shall be treated as new water services for the purpose of this ordinance.
2. Within six (6) months following adoption of this ordinance, the Administrative Authority shall publish a copy of the standards used to determine the degree of hazard.
3. Each customer shall report to the Water Purveyor if cross connections exist and the degree of hazard. Upon a finding of hazard, the customer shall have the appropriate backflow prevention assembly or method to be installed in a timely fashion.
4. For existing water services, the Water Purveyor may inspect the premises to determine the degree of hazard. When high hazard cross connections are found the Water Purveyor shall:
 - a. Develop a schedule of compliance which the customer shall follow, or
 - b. Terminate the water service until a backflow prevention assembly or method for

containment required by the Water Purveyor has been installed.

5. Failure of the Water Purveyor to notify a customer that the customer has a high hazard cross connection and should install backflow prevention assemblies or methods for containment in no way relieves the customer of the responsibility to comply with all requirements of this section.

Customer Duties.

1. The customer shall be responsible for ensuring that no cross connections exist without approved backflow protection within the customer's premises starting at the point of service from the public potable water system.
2. The customer shall, at the customer's own expense, cause installation, operation, testing and maintenance of the backflow prevention assemblies required by the Administrative Authority.
 - a. The Administrative Authority shall place a fee of \$300.00 or the current cost for third party testing, whichever is greater, on the customer's water bill for each inspection done by the Water Purveyor should the customer fail to provide inspection/repair reports.
3. Within ten (10) days after testing and/or repairs are completed, the customer shall provide the Administrative Authority with copies of records of the installation and of all tests and repairs made to the backflow prevention assembly on a form provided by the Administrative Authority.
4. In the event of a backflow incident, the customer shall immediately notify the Water Purveyor of the incident and take steps to confine the contaminant or pollutant. Water service will not be restored until corrective action is taken and approved after inspection by the Water Purveyor and a third party tester at the Customer's expense.
5. In accordance with Section 312.10.3 of 2015 IPC LA amended, the customer shall maintain records of installations, tests, repairs, overhauls, or replacements of backflow prevention devices or methods for at least 5 years and, upon request, such records shall be made available to the Administrative Authority.

Requirements.

A. Water Purveyor Requirements:

1. For premises existing prior to the start of this program, the Water Purveyor will perform evaluations and inspections of plans and/or premises and inform the customer by letter of any corrective action deemed necessary, the method of achieving the correction, and the time allowed for the correction to be made. Sixty (60) days will be allowed for corrections; however, this time period may be shortened depending upon the degree of hazard involved and the history of the device(s) in question.
2. The Water Purveyor will not allow any cross connection to remain unless it is protected by an approved backflow preventer or an air gap for which a permit has been issued by the Department of Municipal Services – Inspections and which will be regularly tested to insure satisfactory operation.
3. The Water Purveyor shall notify the Customer by letter of any failure to comply. The Water Purveyor will allow an additional fifteen (15) days for corrections. In the event the Customer fails to comply with the necessary correction by the time of the second re-inspection, the Water Purveyor will notify the Customer by letter that the water service to the Customer's premises will be terminated within five (5) days from the customer's receipt of such letter. In the event that the Customer informs the Water Purveyor of extenuating circumstances as to why the correction has not been made, a time extension may be granted by the Water Purveyor but in no case will exceed sixty (60) days.
4. Notwithstanding anything to the contrary, if the Water Purveyor determines at any time that a serious threat to the public health exists, the water service will be terminated immediately.
5. The Water Purveyor shall have on file a list of Private Contractors who are certified backflow device testers and/or repairers. All charges for these tests, repairs, etc., will be at the Customer's expense.

6. The Water Purveyor will begin initial premise inspections to determine the nature of existing or potential hazards, following the approval of this program by the City Council and Mayor

B. Customer requirements:

1. The Customer shall be responsible for the elimination or protection of all cross connections on his premises.
2. The Customer, after having been informed by a letter from the Water Purveyor, shall at his expense, install, maintain, and test or have tested, any and all backflow prevention devices or methods on his premises.
3. The Customer shall correct, within 5 days, any malfunction of the backflow prevention assembly or method which is revealed by periodic testing.
4. The Customer shall inform the Water Purveyor of any proposed or modified cross connection and any existing cross connection of which the Customer is aware but has not been found by the Water Purveyor.
5. The Customer shall not install a bypass around any backflow prevention assembly or method unless there is a backflow prevention assembly or method of the same type on the bypass ss. Customers who cannot shut down operation for testing of the assembly(s) or method(s) must supply additional assemblies or methods necessary to allow testing to take place. i.e., a parallel installation.
6. The Customer shall install backflow prevention assemblies or methods in a manner approved by the Water Purveyor and in conformance with the installation requirements of Section 608.13 of the 2015 IPC LA amended. In addition, devices having an atmospheric port or discharge shall be installed such that the port or discharge point is located at least 24 inches above the highest flood level which may have occurred in the previous 10-year period.
7. The Customer shall install only backflow prevention assemblies or methods approved by the Water Purveyor.
8. Any Customer having a private well, auxiliary water supply or other private water source, must have a permit if the well, auxiliary water supply or source is cross connected to the Water Purveyor's system. Permission to cross connect may be denied by the Water Purveyor. The customer may be required to install a backflow prevention assembly or method at the service entrance if a private water source is maintained, even if it is not cross connected to the Water Purveyor's system.
9. In the event the Customer installs plumbing to provide potable water for domestic purposes which is on the Water Purveyor's side of the backflow prevention assembly or method, such plumbing must have its own backflow preventer installed.
10. The Customer shall be responsible for the payment of all fees for permits, annual or semi- annual device or method testing, re-testing in the case that the assembly or method fails to operate correctly, and second re-inspections for noncompliance with the Water Purveyor's requirements.

Required backflow prevention assemblies or methods for containment.

A. Water Service Assemblies:

1. An air gap or an approved reduced pressure principle backflow prevention assembly is required for water services having one or more potential cross connections which the Administrative Authority classifies as high hazard.

B. Fire Protection System Assemblies:

1. All proposed installations of fire suppression systems shall be reviewed by the Department of Inspections to determine the appropriate type of backflow prevention assembly or method required.
2. For all proposed fire suppression systems using antifreeze, a reduced pressure principle backflow prevention assembly shall be installed at the point of entry. The customer shall provide the City of Sulphur with the design and chemical usage of the fire suppression system.

3. All existing fire suppression systems shall meet the corresponding requirements of this ordinance. An inspection by a fire suppression specialist shall be done to determine whether antifreeze has been utilized in the suppression system. The inspection shall be done at the expense of the customer. If it cannot be certified that antifreeze has been used, then a backflow prevention assembly shall be installed as prescribed by Table 608.18.1 and as approved by the Department of Inspections. Installation shall be at the expense of the customer. The required backflow prevention assemblies or methods shall be installed at the time the system is repaired or changed, or within twelve (12) months after adoption of this ordinance, whichever occurs first.
4. In the event cross connections, such as those found in using auxiliary water supply systems or in providing other water additives such as foaming agents, are necessary for the proper operation of the fire suppression system, then an air gap or a reduced pressure principle backflow prevention assembly shall be installed in an approved manner.
5. Unmetered, dedicated fire lines connected to the potable water supply line shall install a detector type assembly of the required type commiserate with the degree of hazard.

Registration.

A. Technician Registration:

1. All backflow prevention assembly technicians licensed by the State of Louisiana must register with the local Administrative Authority before performing work within the City of Sulphur. Any licensed backflow prevention assembly technician shall include his or her state registration number on all correspondence and forms required by or associated with this ordinance.

B. General Tester Registration:

1. Upon request, all backflow prevention assembly general testers recognized by the State of Louisiana shall present a copy of his/her testing certificate from a nationally recognized backflow certification organization and shall register with the Administrative Authority before performing work within the City of Sulphur

Non-compliance by registered technicians or general testers.

1. The Administrative Authority may revoke or suspend the registration of a technician or general tester for a period of up to two (2) years for non-compliance with this ordinance. The Administrative Authority may also report the non-compliance to the Louisiana Department of Health.
2. Any of the following conditions constitute non-compliance:
 - a. Improper testing or repair of backflow prevention assemblies or methods;
 - b. Improper reporting of the results of testing or of repairs made to backflow prevention assemblies or methods;
 - c. Failure to meet registration requirements;
 - d. Related unethical practices.

Installation of backflow prevention assemblies or methods.

1. The required backflow prevention assemblies or methods for containment shall be installed in the manner recommended by the manufacturer and in accord with the requirements of Section 608.13 of the 2015 IPC LA amended, immediately following the meter or as close to that location as deemed practical by the Administrative Authority. In any case, it shall be located upstream from any branch piping. Installation at this point does not eliminate the responsibility of the customer to protect the water supply system from contamination or pollution between the backflow prevention assembly or methods and the water main.
2. Reduced pressure principle backflow prevention assemblies shall be installed, with

the relief valve discharge pointing downward, to be protected from flooding. The port or discharge point shall be installed such that it is located at least 24 inches above the highest flood level which may have occurred in the previous 10-year period.

3. Reduced pressure principle backflow prevention assemblies or methods shall not be installed in underground vaults or pits.
4. All backflow prevention assemblies or methods shall be protected from freezing. Those devices used for seasonal services may be removed in lieu of being protected from freezing; however, the devices must be reinstalled and tested by a registered backflow prevention assembly technician prior to service being reactivated.
5. If hot water is stored within the water supply system, thermal expansion shall be provided for when installing a backflow prevention assembly or method for containment in accordance with Section 607.3 of the 2015 IPC LA amended.
6. Provisions shall be made to convey the discharge of water from reduced pressure principle backflow prevention assemblies or methods to a suitable drain through an air gap.
7. No backflow prevention assemblies or methods shall be installed in a place where they would create a safety hazard, such as, but not limited to, over an electrical panel, or above ceiling level. (h) If interruption of water service during testing and repair of backflow prevention assemblies or methods for containment is unacceptable to the customer, another backflow prevention assembly or method of equivalent protection, sized to handle the temporary water flow needed during the time of testing or repair, shall be installed in parallel piping.
8. All backflow prevention assemblies or methods shall be installed so that they are accessible for testing.
9. Modification of approved backflow prevention assemblies is strictly prohibited. Violation of this requirement by a technician or general tester shall constitute a condition of non-compliance and may be cause for prohibition of performing work within the City of Sulphur's water system.

Testing of backflow prevention assemblies or methods.

1. Testing of backflow prevention assemblies or methods shall be performed by a backflow prevention assembly technician or by a backflow prevention assembly general tester registered with the Administrative Authority. The costs of tests required in the following paragraphs shall be borne by the customer.
2. Backflow prevention assemblies or methods shall be tested upon installation; when cleaned, repaired, or overhauled; when relocated; and, shall be tested and inspected at least once annually. In accordance with Section 312.10.2 of 2015 IPC LA Amended, backflow prevention assemblies shall be tested in accordance with CAN/CSA Standard 864.10-2011, ASSE 5000 Series Standards, FCCCHR's "Manual of Cross Connection Control", or UFL's TREEO's "Backflow Prevention-Theory and Practice".
3. Backflow prevention assemblies or methods which are in place but have been out of operation for more than three (3) months, shall be tested at the Customer's expense before being put back into operation. Backflow prevention assemblies or methods used in seasonal applications shall be tested at the Customer's expense before being put into operation each season.
4. Any backflow prevention assembly or method which fails a periodic test shall be repaired or replaced by a backflow prevention assembly technician at the Customer's expense. When water service has been terminated for non-compliance, the backflow prevention assembly or method shall be repaired or replaced at the Customer's expense prior to the resumption of water service. Backflow prevention assemblies or methods shall be re-tested by a registered backflow prevention assembly technician or by a backflow prevention assembly general tester at the Customer's expense immediately after repair or replacement.
5. The Department of Public Works – Water Plant may require backflow prevention assemblies or methods to be tested at any time in addition to the annual testing requirement.
6. The registered backflow prevention assembly technician or backflow prevention

assembly general tester shall report the testing of the backflow prevention assembly or method to the customer and to the Administrative Authority within ten (10) days of the test.

7. The Administrative Authority holds the right to retest individual backflow prevention assemblies or methods if deemed necessary to verify test procedures and results.

Repair of backflow prevention assemblies or methods.

1. All repairs to backflow prevention assemblies or methods on private property shall be performed by a licensed plumber holding a special "water supply protection specialist" endorsement on his plumbing license, herein defined as "backflow prevention assembly technician".
2. The registered backflow prevention assembly technician or backflow prevention assembly general tester shall not change the design, material, or operational characteristics of a backflow prevention assembly or method during repair or maintenance, and shall use only original manufacturer replacement parts, if available; if not available, shall use replacement parts approved by the Department of Inspections.
3. The registered backflow prevention assembly technician or backflow prevention assembly general tester shall report the repair, overhaul, or replacement of any backflow prevention assembly or method to the customer and to the Department of Public Works – Water Plant on the form provided by the Department of Public Works – Water Plant within ten (10) days of the repair.

Customer non-compliance.

The water service may be discontinued in the case of non-compliance with this ordinance.

Non-compliance includes, but is not limited to, the following:

1. Refusal to allow the Administrative Authority or Water Purveyor access to the property to inspect for cross connections;
2. Removal of a backflow prevention assembly or method which has been required by the Administrative Authority.
3. Bypassing of a backflow prevention assembly or method which has been required by the Administrative Authority.
4. Providing inadequate backflow prevention when potential or actual cross connections exist.
5. Failure to install a backflow prevention assembly or method which has been required by the Administrative Authority.
6. Failure to test and/or properly repair a backflow prevention assembly or method as required by the Administrative Authority.
7. Failure to comply with the requirements of this ordinance.

Penalty for violation.

Apart from any other penalties or sanctions imposed by local or state laws or found within this section, any person found guilty of violating any provision of this Section shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by up to 30 days in jail and a fine of up to \$1,000. Each day that a violation continues shall constitute a separate and distinct violation.

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

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this 8th
day of _____, 2019.

MELINDA HARDY, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this ____ day of _____, 2019, at ____ o'clock ____ .m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received from the Mayor at ____ o'clock ____ .m. on this _____ day of _____, 2019, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING MAYOR MIKE DANAHAHAY TO SIGN COOPERATIVE ENDEAVOR AGREEMENT BETWEEN CALCASIEU PARISH E911 COMMUNICATIONS DISTRICT, CALCASIEU PARISH SHERIFF’S OFFICE AND THE CITY OF SULPHUR TO PARTICIPATE IN THE “CAL-WIN” RADIO/INFORMATION NETWORK.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Mike Danahay to sign Cooperative Endeavor Agreement between Calcasieu Parish E911 Communications District, Calcasieu Parish Sheriff’s Office and the City of Sulphur to participate in the “Cal-Win” Radio/Information Network.

BE IT FURTHER ORDAINED that this Ordinance shall become effective upon the Mayor's approval, or upon proper re-adoption by the Council pursuant to Section 2-13(C) of the Home Rule Charter of the City of Sulphur.

APPROVED AND ADOPTED by
City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2019.

MELINDA HARDY, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2019, at _____ o’clock _____.m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received
from the Mayor at _____ o’clock _____.m.
on this _____ day of _____,
2019, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

**JOINT SERVICE AGREEMENT BETWEEN
CALCASIEU PARISH SHERIFF’S OFFICE, CITY OF SULPHUR AND
CALCASIEU PARISH PUBLIC SAFETY COMMUNICATIONS DISTRICT**

STATE OF LOUISIANA

PARISH OF CALCASIEU

BE IT KNOWN, that before the undersigned Notaries Public, duly commissioned and qualified in and for their respective localities as hereinafter stated, on the dates hereinafter set forth, and in the presence of the competent witnesses hereinafter named and undersigned, personally came and appeared:

CALCASIEU PARISH SHERIFF’S OFFICE (hereinafter referred to as “SHERIFF”), a political subdivision of the State Louisiana, represented herein by its duly elected Sheriff, Tony Mancuso;

CITY OF SULPHUR (hereinafter referred to as “CITY”), a political subdivision of the State of Louisiana, represented herein by its duly elected Mayor, Mike Danahay;

CALCASIEU PARISH PUBLIC SAFETY COMMUNICATIONS DISTRICT (hereinafter referred to as “COMMUNICATIONS DISTRICT”), a political subdivision of the State of Louisiana, represented herein by its Executive Director, Richard McGuire;

each of whom being duly sworn, did declare as follows:

I. AUTHORITY

The Cooperative Endeavor Agreement is entered into between the parties under the authority of the Constitution and laws of the State of Louisiana, including, but not limited to, Article VI, Section 20 and Article VII, Section 14 of the 1974 Louisiana Constitution and *LSA-R.S. 33:1321, et seq.* (“The Local Services Law”).

II. PURPOSE

The SHERIFF, CITY and COMMUNICATIONS DISTRICT agree that in order to provide the best possible service and protection to the citizens of Calcasieu Parish, the parties agree to collaborate through the use of certain communications devices which will benefit the safety and welfare of the citizens of Calcasieu Parish. All agencies to this Cooperative Endeavor Agreement will benefit from a joint back up radio system and redundant wireless network connectivity to each agency’s locations for use in dispatching responders in emergency situations.

III. SHERIFF’S CONTRIBUTION

The SHERIFF agrees to purchase an 800 MHz Astro radio system with a CALWIN core to replace its existing Astro dispatch communication system to facilitate the connection with the new SHERIFF’S office system and the CITY’S existing 800 MHz Astro dispatch communication system.

The SHERIFF further agrees to be responsible for the maintenance of the 800 MHz Astro radio system as well as the maintenance required for the CALWIN core and will fund the back up network required for this communications system.

The SHERIFF agrees to contribute Five Hundred Forty-Seven Thousand Forty-Nine and 88/100 (\$547,049.88) Dollars towards the purchase of the above described Astro radio system and CALWIN core.

IV. CITY’S CONTRIBUTION

The CITY agrees to upgrade its existing Astro dispatch communication system to an Astro ASR site in order to enable a connection to the CALWIN core.

The CITY agrees to allow the SHERIFF, access to the Tower and equipment shelter located at (NEED ADDRESS OF SULPHUR TOWER) for the installation of a Wireless Network link to connect CALWIN radio sites and their respective networks.

V. COMMUNICATION DISTRICT'S CONTRIBUTION

The COMMUNICATION DISTRICT agrees to contribute Two Hundred Thousand and No/100 (\$200,000.00) Dollars towards the purchase of the Astro (CALWIN) core which amount shall be payable to the SHERIFF.

The COMMUNICATION DISTRICT agrees to allow the SHERIFF, CITY access to the Tower and equipment shelter located at 1240 Joe Miller Rd for the installation of a Wireless Network link to connect CALWIN radio sites and their respective networks.

No other contributions from the COMMUNICATION DISTRICT shall be made.

VI. SCOPE

The SHERIFF, CITY and COMMUNICATIONS DISTRICT agree that in the event it is deemed necessary, any of the Parties to this Joint Service Agreement can make future investments as the need arises. In the event any future investments are undertaken, the Parties agree to execute a written addendum to this Joint Service Agreement.

VII. CHOICE OF LAW

This Joint Service Agreement shall be governed by, construed in accordance with and interpreted pursuant to the laws of the State of Louisiana. This Joint Service Agreement is wholly performable in Calcasieu Parish, Louisiana. Exclusive venue for any litigation between the parties shall be brought in the 14th Judicial District Court for Calcasieu Parish, Louisiana.

VIII. AMENDMENTS

If there is a need to review and/or revise this Joint Service Agreement, the requesting party shall submit a written amendment to the other Parties, with the understanding that no amendment to this Joint Service Agreement shall be valid unless it is agreed and signed by a representative of each Party to this Agreement. This Joint Service Agreement shall not be assignable by any Party without the written consent of all other Parties.

IX. NOTICES

Any notices and/or written communications between the Parties to this Agreement shall be directed to the Parties as follows:

Calcasieu Parish Sheriff's Office
Attention: David Benada
5400 East Broad Street
Lake Charles, Louisiana 70615
Email: dbenada@cpsso.com

City of Sulphur
Attention: Mayor Mike Danahay
101 N. Huntington Street
Sulphur, Louisiana 70663
Email: _____

Calcasieu Parish Public Safety Communications District
Attention: Richard McGuire
911 Hodges Street
Lake Charles, Louisiana 70601
Email: rmcguire@calcasieu911.com

X. INVALIDITY

If any provision, item, application or part of this Joint Service Agreement is held invalid, such invalidity shall not affect other provisions, items, applications or parts hereof which can be given effect without the invalid provision, item, application or part and to this end the provisions of this Joint Service Agreement are hereby declared to be severable.

XI. INDEMNIFICATION

Each Party to this Agreement agrees to defend and hold the other Parties, their officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses, including attorney’s fees, for personal injury (including death), property damage or other harm, for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by that Party’s breach of any of the items or provisions of this Joint Service Agreement, or by any negligent, grossly negligent, strictly liable act, or any omission of that Party, its officers, agents or employees, in the performance of this Joint Service Agreement; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of any Party, its officers, agents or employees.

XII. ENTIRE AGREEMENT

This Joint Service Agreement embodies the complete agreement and understanding between the parties hereto, superseding all oral and written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of both the parties to be attached to and made a part of this Joint Service Agreement.

THUS DONE AND SIGNED at Lake Charles, Calcasieu Parish, Louisiana, before me Notary Public, and the undersigned competent witnesses this _____ day of _____, 2019.

WITNESSES: **CALCASIEU PARISH SHERIFF’S OFFICE**

Print Name: _____ BY: _____
TONY MANCUSO, Sheriff

Print Name: _____

NOTARY PUBLIC
Print Name: _____
Notary Identification No. _____
My Commission Expires at Death

THUS DONE AND SIGNED at Lake Charles, Calcasieu Parish, Louisiana, before me Notary Public, and the undersigned competent witnesses this _____ day of _____, 2019.

WITNESSES: **CALCASIEU PARISH PUBLIC SAFETY COMMUNICATIONS DISTRICT**

Print Name: _____ BY: _____
RICHARD MCGUIRE, Executive Director

Print Name: _____

NOTARY PUBLIC
Print Name: _____
Notary Identification No. _____
My Commission Expires at Death

THUS DONE AND SIGNED at Sulphur, Calcasieu Parish, Louisiana, before me Notary Public, and the undersigned competent witnesses this _____ day of _____, 2019.

WITNESSES: **CITY OF SULPHUR**

Print Name: _____ BY: _____
MIKE DANAHAAY, Mayor

Print Name: _____

NOTARY PUBLIC
Print Name: _____
Notary Identification No. _____
My Commission Expires at Death

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING MAYOR DANAHAHAY TO ENTER INTO
A COOPERATIVE ENDEAVOR AGREEMENT WITH CALCASIEU
PARISH POLICE JURY FOR COSTS ASSOCIATED WITH
MARKETING AND PROMOTION OF CAL-CAM FAIR.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Mike Danahay to sign Cooperative Endeavor Agreement with Calcasieu Parish Police Jury for costs associated with marketing and promotion of Cal-Cam Fair.

BE IT FURTHER ORDAINED that this Ordinance shall become effective upon the Mayor's approval, or upon proper re-adoption by the Council pursuant to Section 2-13(C) of the Home Rule Charter of the City of Sulphur.

APPROVED AND ADOPTED by
City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2019.

MELINDA HARDY, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2019, at _____ o'clock _____.m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received
from the Mayor at _____ o'clock _____.m.
on this _____ day of _____,
2019, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE
CALCASIEU PARISH POLICE JURY
AND
CITY OF SULPHUR**

STATE OF LOUISIANA
PARISH OF CALCASIEU

THIS AGREEMENT is hereby made and entered into this _____ day of _____ 2019, by and between the CALCASIEU PARISH POLICE JURY, hereinafter referred to as "PARISH," a political subdivision of the State of Louisiana, represented herein by its duly authorized President, Shelly Mayo, and CITY OF SULPHUR, hereinafter referred to as "CITY," a political subdivision of the State of Louisiana, and represented herein by its duly authorized Mayor.

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

WHEREAS, the PARISH has the authority under Louisiana Revised Statute 51:1201 to provide this type of financial assistance and the PARISH would like to exercise such authority by providing financial assistance to the CITY for the purpose specified in Section 1 of this agreement, and

WHEREAS, the citizens of both the PARISH and the CITY will benefit from the authorized use of these Gaming Funds thereby providing a much needed public benefit that is proportionate to the associated cost.

NOW THEREFORE, the PARISH and the CITY do mutually agree to the following terms and conditions of this agreement:

1. Scope of Agreement

The PARISH convened in regular session on Thursday, September 5, 2019 and approved financial assistance in an amount up to \$5,000.00 from PARISH Gaming Funds (Ward Four District Twelve Allocation) for costs associated with marketing and promotion of the Cal-Cam Fair to be held in October, 2019. The CITY agrees that all applicable federal, state and local laws will be adhered to in the implementation of the scope of this agreement as well as the related execution of this agreement.

2. Term of Agreement

This agreement shall commence upon execution of this agreement and expire one year from the date signed, unless a written extension is granted by the PARISH.

3. Payment Terms

After receipt and approval of the appropriate invoice(s) and cancelled check(s) related to the purchase, the PARISH will reimburse the CITY up to Five Thousand dollars (\$5,000.00). This documentation should be submitted to the PARISH prior to the one year expiration period.

4. Amendments and Assignments

If there is a need to review and/or revise this agreement, the requesting party shall submit a written amendment to the other party, with the understanding that no amendment to this agreement shall be valid unless it is agreed and signed by both parties. This agreement shall not be assignable by either party without written consent of the other, except for assignment resulting from merger, consolidation, or reorganization of the assigning party.

5. Records and Audits

For audit purposes, all records will be made available by both parties to any authorized representative of either party and said records will be retained for three (3) years from the final contractual payment under this agreement. It is also agreed that all records shall be made available to either party at no additional charge for such information.

Act 290 of the 2011 Legislative Session requires that a governmental entity that provides funding to a quasi-public agency or body shall notify each such quasi public agency or body of the requirement to provide the Legislative Auditor with the name of the individual responsible for filing annual financial reports with the Legislative Auditor. The quasi public agency or body shall notify the Legislative Auditor of the name and address of the person so designated.

i. Liability, Indemnity and Insurance

The CITY is responsible for the maintenance, upkeep and any insurance requirements related to the operations or activities associated with this agreement. All related costs associated with this requirement are the sole responsibility of the CITY.

The CITY will indemnify, defend, and hold harmless the PARISH, including the PARISH'S employees and agents, from and against any and all claims or liabilities arising from the fault of the CITY, its employees or agents in carrying out the CITY'S duties and obligations under the terms of this agreement. The PARISH will indemnify, defend, and hold harmless the CITY, including the CITY'S employees and agents, from and against any and all claims or liabilities arising from the fault of the PARISH, its employees or agents in carrying out the PARISH'S duties and obligations under the terms of this agreement. This section will survive the termination of this agreement.

7. Termination of Agreement and Dispute Resolution

While both parties agree to negotiate all contractual disputes in good faith, the PARISH and the CITY both reserve the right to terminate this agreement at any time upon written notice of termination. If the parties are unable to independently and satisfactorily resolve any disagreement then both parties agree that any contractual disagreement will be resolved under the jurisdiction of the 14th Judicial District Court for Calcasieu Parish, Louisiana. In the event that court action is necessary then the parties agree that whoever prevails in the litigation is entitled to reasonable attorney's fees and costs as fixed by the Court.

8. Severability, Entire Agreement and Captions

This agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. If any provision of this agreement is held invalid, void or unenforceable under any law or regulation or by a court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be so amended, it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provision of this agreement. This agreement, any attached documents, and any referenced documents, represent the entire agreement between the PARISH and the CITY and supersede all prior negotiations, representations or agreements, either written or oral. In the event of a conflict between this agreement and other documents, the terms of this agreement shall control.

Each paragraph of this agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation.

THUS DONE AND SIGNED on the ____ day of _____ 2019, in Lake Charles, Louisiana after a due reading of the whole.

WITNESSES:

CALCASIEU PARISH POLICE JURY:

BY: _____
SHELLY MAYO, PRESIDENT

THUS DONE AND SIGNED on the ____ day of _____ 2019, in Sulphur, Louisiana after a due reading of the whole.

WITNESSES:

CITY OF SULPHUR:

BY: _____
MICHAEL "MIKE" DANAHAY, MAYOR

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING MAYOR DANAHAHAY TO ENTER INTO
A COOPERATIVE ENDEAVOR AGREEMENT WITH CALCASIEU-
CAMERON FAIR ASSOCIATION, INC. FOR COSTS ASSOCIATED
WITH MARKETING AND PROMOTION OF CAL-CAM FAIR.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Mike Danahay to sign Cooperative Endeavor Agreement with Calcasieu-Cameron Fair Association, Inc. for costs associated with marketing and promotion of Cal-Cam Fair.

BE IT FURTHER ORDAINED that this Ordinance shall become effective upon the Mayor's approval, or upon proper re-adoption by the Council pursuant to Section 2-13(C) of the Home Rule Charter of the City of Sulphur.

APPROVED AND ADOPTED by
City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2019.

MELINDA HARDY, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2019, at _____ o'clock _____.m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received
from the Mayor at _____ o'clock _____.m.
on this _____ day of _____,
2019, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

State of Louisiana

COOPERATIVE ENDEAVOR AGREEMENT

Parish of Calcasieu

This Cooperative Endeavor Agreement is entered into between CALCASIEU-CAMERON FAIR ASSOCIATION, INC. (hereinafter referred to as “FAIR”) and the CITY OF SULPHUR (hereinafter referred to as “CITY”), appearing herein through their undersigned duly authorized representatives.

WHEREAS, the parties are authorized to enter into such Cooperative Endeavor Agreement (“CEA”) pursuant to Art. VI, Sec. 14(c) of the Louisiana Constitution; and

WHEREAS, Fair is not for profit designed to further activities for and provide promotion to an economic development event/festival in the City, and to promote the community.

NOW, THEREFORE, IT IS HEREBY AGREED that:

- 1) \$5,000 is contributed by the City to the Fair to be used by the Fair to promote the Fair and attendance at the Fair within the Sulphur community, all in order to advance economic development and growth in the City.

THUS DONE AND SIGNED on the dates shown below in the presence of the undersigned witnesses and notaries public, after due reading of the whole.

CALCASIEU-CAMERON FAIR ASSOCIATION, INC.

CITY OF SULPHUR

By: _____
Chuck Kinney, President

By: _____
Michael E. Danahay, Mayor

Witness Signature

Witness Signature

Witness Printed Name

Witness Printed Name

Witness #2 Signature

Witness #2 Signature

Witness #2 Printed Name

Witness #2 Printed Name

Sworn and subscribed before me on this _____ day of _____, 2019.

Notary Public, Id. No. _____

Notary Public, Id. No. _____

Notary Printed Name:

Notary Printed Name:

In the original agreement the minimum fee for inspections was \$1,000.00 per month. This amendment changes that fee to \$35.00 per inspection.

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING MAYOR MIKE DANAHAY TO SIGN FIRST AMENDMENT TO THE COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE CITY OF SULPHUR AND CALCASIEU PARISH POLICE JURY FOR PLUMBING INSPECTIONS.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Mike Danahay to sign First Amendment to the Cooperative Endeavor Agreement (*original Joint Services Agreement adopted February 20, 2004*) between the City of Sulphur and Calcasieu Parish Police Jury for plumbing inspections.

BE IT FURTHER ORDAINED that this Ordinance shall become effective upon the Mayor's approval, or upon proper re-adoption by the Council pursuant to Section 2-13(C) of the Home Rule Charter of the City of Sulphur.

APPROVED AND ADOPTED by
City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2019.

MELINDA HARDY, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2019, at _____ o'clock _____.m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received
from the Mayor at _____ o'clock _____.m.
on this _____ day of _____,
2019, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

**AMENDMENT NUMBER ONE TO THE
COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE
CALCASIEU PARISH POLICE JURY
AND
THE CITY OF SULPHUR**

STATE OF LOUISIANA
PARISH OF CALCASIEU

THIS AMENDMENT is hereby made and entered into this ____ day of _____ 2019, by and between the CALCASIEU PARISH POLICE JURY, hereinafter referred to as the "PARISH", a political subdivision of the State of Louisiana, represented herein by its duly authorized Administrator, Bryan C. Beam, and the CITY OF SULPHUR, hereinafter referred to as the "CITY," and represented herein by its duly authorized Mayor, Michael E. Danahay.

WHEREAS, the PARISH previously executed an agreement with the CITY on the 20th day of February 2004 for plumbing inspection services, which continues to be the legal responsibility of the PARISH, and

WHEREAS, the PARISH considers the public benefit of cost-effectiveness, efficiency, and the general welfare of the citizenry to be proportionate with the costs associated with this activity.

NOW THEREFORE, the PARISH and the CITY do mutually agree to the following amendment:

Section 2 of Original Agreement - Scope of Work

The scope of work as defined in the original agreement is hereby amended to require PARISH plumbing inspection services on an as needed basis.

Section 2 of Original Agreement – Fee for Inspection Services

The fee for inspection services as defined in the original agreement is hereby amended to \$35.00 per inspection.

All other provisions of the original agreement hereby remain in effect.

THUS DONE AND SIGNED on the ____ day of _____ 2019, in Lake Charles, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

CALCASIEU PARISH POLICE JURY:

Witness Signature

BY: _____
BRYAN C. BEAM, ADMINISTRATOR

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

THUS DONE AND SIGNED on the ____ day of _____ 2019, in Sulphur, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

CITY OF SULPHUR:

Witness Signature

BY: _____
MICHAEL E. DANAHAAY, MAYOR

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

STATE OF LOUISIANA

PARISH OF CALCASIEU
AGREEMENT

JOINT SERVICES

This Joint Services Agreement is entered into and effective of the 20th day of February, 2004, between the Calcasieu Parish Administrator ("Administrator") as authorized by the Calcasieu Parish Police Jury ("CPPJ"), the governing authority of the Parish of Calcasieu ("Parish"), on January 22, 2004, and the Mayor ("Mayor") of the City of Sulphur ("City"), a political subdivision of the State of Louisiana, as authorized by the Sulphur City Council on February 9, 2004, relative to the provisions of the Calcasieu Parish Police Jury through the Division of Planning & Development, for plumbing inspection services to the City of Sulphur in accordance with the following agreement.

SECTION 1. The Administrator has determined that the services contemplated hereunder may be provided to the City by the CPPJ without impairing the administrative well-being of the Parish and the Mayor has determined that by the Parish providing such services in the most cost-effective and efficient method, this Agreement will serve the mutual benefit of both parties and the general welfare of the citizenry of Calcasieu Parish and the City.

SECTION 2. Further, the Administrator and the Mayor have determined that this Joint Services Agreement is specifically authorized and contemplated by law in accordance with the provisions of Article 6, Section 20 of the 1974 Louisiana Constitution, and other supplemental provisions of law.

The Administrator and Mayor have agreed as follows:

1. The City will issue all plumbing permits;
2. All permit fees will be collected by the City;
3. The City will coordinate and schedule all plumbing inspections with the Calcasieu Parish Permit Office ("Permit Office") via facsimile or e-mail. The minimum information required to be provided to the Parish Permit Office in order for plumbing inspections to be processed are:
 - (a) Permit number;
 - (b) Name of individual or company performing the plumbing work;
 - (c) Location of plumbing work (i.e., street address, directions, etc.);
 - (d) Type of requested plumbing inspection (i.e., "rough-in", "top-out", "final", or "reinspection");
 - (e) The number of plumbing fixtures.

Once the plumbing inspection has been scheduled, the Calcasieu Parish

Permit Office will dispatch the inspection to the plumbing inspector. Once the inspection has been completed, the inspector will provide the results of the inspection directly to the City via telephone.

4. The inspector will perform plumbing inspections within 24 hours of being dispatched by the Permit Office.
5. The plumbing inspector will perform four plumbing inspections: (1) "Rough-in"; (2) "Top-out"; (3) "Final"; and (4) "Reinspection", as necessary.
6. The plumbing inspector will prominently display an inspection tag issued by the Parish for each type of inspection performed, signifying the results of the inspection (i.e., "Approved", "Disapproved", and if necessary, a "Balance Due" tag for extra fixtures.)
7. The inspector will inspect plumbing work in accordance with the most current edition of the Louisiana State Plumbing Code.
8. The minimum fee for inspection services paid by the City to the Parish shall be \$1,000.00 per month. The City will reimburse the Parish every thirty (30) days at the beginning of each month.
9. The Parish reserves the right from time to time to review City plumbing permits and fee collection records to determine if the agreed fee herein is cost beneficial to the CPPJ. If the records reflect that the plumbing inspection service is no longer cost beneficial to the CPPJ, the Parish reserves the right to renegotiate the Agreement for an increase in the monthly fee. During any such renegotiation period, the Parish will continue to perform plumbing inspections for the City. However, during such period, the Parish will be reimbursed for plumbing inspection services at the new fee rate subsequently agreed upon by both parties. On the first anniversary of this contract and at the end of each calendar year thereafter, the City will provide the Parish all plumbing inspection records so that the parties might determine if the established plumbing fee needs to be adjusted.
10. Except as might be otherwise provided hereinabove, either party may terminate this Agreement after first giving thirty (30) days written notice of its intent to do so.

SECTION 3. The Employees of the Parish who provide such plumbing inspection services shall do so as independent contractors of the City. At no time shall Employees of the Parish providing services under this Agreement be deemed to be employees of the City and such Employees shall not be entitled to any salary, fringe benefit, retirement pay, accrued leave, medical benefits or other such similar benefits received by an employee of the City.

SECTION 4. The Parish Employees performing plumbing inspection services, while acting within the course and scope of the authority and duties in carrying out those services, shall have the authority to act and bind the City as full-time,

unclassified Employees of the City; therefore, the City shall be liable and obligated for such acts of Employees in the exercise of any such duties, rights, and authority under the terms of this Agreement.

SECTION 5. The City agrees to indemnify, defend, and hold harmless the Employees performing plumbing inspections, the Parish, the Calcasieu Parish Police Jury, the Division of Planning & Development, and the Administrator, to the same extent as is provided with respect to covered individuals (as defined in La. R.S. 13:5108.1E) in accordance with La. R.S. 13:5108.1.

SECTION 6. Further, to the fullest extent allowed by law, the City shall indemnify, defend and hold harmless the employees performing plumbing inspection services, the Parish, the Calcasieu Parish Police Jury, the Division of Planning & Development, and the Administrator, for all damages, claims, demands, legal fees, costs and expenses which may be incurred by or assessed against the Employees, the Parish, the Calcasieu Parish Police Jury, the Division of Planning & Development, and the Administrator, resulting from Employee's acts or omissions in the performance of the plumbing inspection services, even if not covered by the liability insurance coverage of the City.

THUS DONE AND SIGNED on this 20th day of February, 2004, in Lake Charles, Louisiana.

Witnesses:

CALCASIEU PARISH POLICE JURY

Jamie L. Harrison

Melissa Kelley

By: Brent Clement
~~S. Mark McMurry~~ Brent Clement
~~Parish Administrator~~ President

Celene A. Clark

NOTARY PUBLIC

THUS DONE AND SIGNED on this 17th day of February, 2004, in Sulphur, Louisiana.

Witnesses:

CITY OF SULPHUR

Lana Webb

Charlotte Hollingsworth

By: Ron LeLeux
Ron LeLeux, Mayor

Renée L. Williams
NOTARY PUBLIC

RESOLUTION NO. _____, M-C SERIES

Resolution setting meeting dates for the Sulphur City Council, Land Use Commission and Board of Zoning Adjustment for 2020.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby set the following meeting dates for the Sulphur City Council, Land Use Commission and Board of Zoning Adjustment for 2020 as follows:

City Council

Land Use & Board of Zoning Adjustment

The Land Use meetings will be held immediately following the 5:30 Board of Zoning Adjustment meetings

Tuesday, January 14	Tuesday, January 21
Monday, February 10	Tuesday, February 18
Monday, March 9	Monday, March 16
Monday, April 13	Monday, April 20
Monday, May 11	Monday, May 18
Monday, June 8	Monday, June 15
Monday, July 13	Monday, July 20
Monday, August 10	Monday, August 17
Monday, September 14	Monday, September 21
Tuesday, October 13	Monday, October 19
Monday, November 9	Monday, November 16
Monday, December 14	Monday, December 21

BE IT FURTHER RESOLVED that all meetings will be held at 500 North Huntington Street, Sulphur, Louisiana 70663 at 5:30 p.m.

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this _____, day of
_____, 2019.

MELINDA HARDY, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

Resolution authorizing Jennifer Thorn, Director of Finance, to sign on behalf of the City of Sulphur to reject Uninsured/Underinsured Motorist Bodily Injury Coverage.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby reject Uninsured/Underinsured Motorist Bodily Injury Coverage from the Automobile policy and authorize Jennifer Thorn to sign on behalf of the City of Sulphur to reject Uninsured/Underinsured Motorist Bodily Injury Coverage from the Automobile policy.

APPROVED AND ADOPTED by
the City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____, 2019.

MELINDA HARDY, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

Resolution approving proposed settlement and authorizing Mayor Danahay to settle the following claim:

Kerry Guillory – Claim Number 16ALBI57959

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby approve proposed settlement and authorize Mayor Danahay to settle the following claim:

Kerry Guillory – Claim Number 16ALBI57959

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2019.

MELINDA HARDY, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

Resolution approving proposed settlement and authorizing Mayor Danahay to settle the following claim:

Jordan Nicosia – Claim Number 16ALBI57965

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby approve proposed settlement and authorize Mayor Danahay to settle the following claim:

Jordan Nicosia – Claim Number 16ALBI57965

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2019.

MELINDA HARDY, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk