AGENDA SULPHUR CITY COUNCIL MEETING MONDAY, JUNE 14, 2021 AT 5:30 P.M.

THERE WILL BE A REGULAR MEETING OF THE SULPHUR CITY COUNCIL MONDAY, JUNE 14, 2021 AT 5:30 P.M., IN THE COUNCIL CHAMBERS LOCATED AT 500 NORTH HUNTINGTON STREET, SULPHUR, LOUISIANA, TO DISCUSS AND ADOPT THE FOLLOWING:

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

- 1. CERTIFICATE to Lewis Coats, Justin Duplechin, Nick Console and Jeremy Cain for their assistance in rescue efforts of Calcasieu Parish students during the May flood in Lake Charles. I07-21 (Mayor Danahay)
- 2. PUBLIC HEARING on ordinance authorizing Mayor Danahay to sign the LA DOTD maintenance agreement for mowing and litter pickup for Fiscal Year ending June 30, 2022. ORD44-21 (Mayor Danahay)
- 3. PUBLIC HEARING on ordinance accepting the donation of property from Calcasieu Parish Police Jury and authorizing the Mayor to execute said donation agreement and providing for effective date of ordinance (strip of property on west side of West Cal Arena). ORD45-21 (Mayor Danahay)
- 4. INTRODUCTION OF ORDINANCE authorizing Mayor Danahay to sign Emergency Shelter and Staging Agreement with Beauregard Parish School Board for temporary shelter and emergency equipment staging area at Singer High School for Hurricane 2021 Season for the City of Sulphur. ORD46-21 (Mayor Danahay)
- 5. INTRODUCTION OF ORDINANCE granting a rezone to KAP, Inc. from Business to Commercial, 1410 Stelly Lane, to allow for a senior living facility. ORD47-21 (Melinda Hardy)
- 6. RESOLUTION authorizing the advertisement of bids for Water Well No. 3R. (Verdine Water Treatment Plant) RES33-21 (Mayor Danahay)
- 7. RESOLUTION accepting Substantial Completion for Picard Road Bridge Piling Repairs. RES34-21 (Mayor Danahay)

- 8. RESOLUTION supporting and encouraging revitalization efforts of Iris Development at Monet Acres. RES35-21 (Melinda Hardy)
- 9. RESOLUTION awarding low bid for Smith Road and Archie Road Rehabilitation. RES36-21 (Mayor Danahay)
- 10. RESOLUTION re-appointing Theordore Thompson to the West Calcasieu Airport Managing Board. RES37-21 (Mayor Danahay)
- 11. RESOLUTION appointing the Official Journal for the City of Sulphur. RES38-21 (Mayor Danahay)
- 12. RESOLUTION authorizing Mayor Mike Danahay to enter into a contract with Julian Quebedeaux, for the videoing of Sulphur City Council meetings. RES39-21 (Joy Abshire)
- 13. RESOLUTION establishing the Sulphur Armed Forces Commission for the City of Sulphur. RES40-21 (Mayor Danahay)
- 14. RESOLUTION appointing members to the Sulphur Armed Forces Commission for the City of Sulphur. RES41-21 (Mayor Danahay)
- 15. INTRODUCTION OF ORDINANCE authorizing Mayor Danahay to enter into a Cooperative Endeavor Agreement with the Sulphur Armed Forces Commission for funding for commission activities. ORD48-21 (Mayor Danahay)
- 16. Public Comment. 3 MINUTES PER SPEAKER ONLY SPEAK 1 TIME PER ITEM.

This ends the public comment section of the meeting.

ADJOURNMENT

The next regular City Council meeting will be held on Monday, July 12, 2021 at 5:30 p.m. in the Council Chambers located at 500 North Huntington Street, Sulphur, LA.

ORDINANCE NO. , M-C SERIES

ORDINANCE AUTHORIZING MAYOR DANAHAY TO SIGN THE LA DOTD MAINTENANCE AGREEMENT FOR MOWING AND LITTER PICKUP FOR FY YEAR ENDING JUNE 30, 2022.

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 the LA DOTD Maintenance Agreement for mowing and litter pickup for FY ending June 30, 2022.

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 the City Council of the City of Sulphur, Louisiana, on this day of, 2021.
	JOY ABSHIRE, Chairman
I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this	I HEREBY CERTIFY that I have received from the Mayor at o'clockm. on this day of
day of, 2021, at o'clockm.	2021, the foregoing ordinance which has approved/vetoed by the Mayor.
ARLENE BLANCHARD, Clerk	ARLENE BLANCHARD, Clerk

MAINTENANCE AGREEMENT INCLUDING MOWING AND LITTER PICKUP

FOR THE FISCAL YEAR ENDING JUNE 30, 2022

BETWEEN

CITY OF SULPHUR

AND

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
OFFICE OF ENGINEERING

AGREEMENT

This A	GREEMENT, (("Agreement") is made and entered into this	day
of,	, 2021	, by and between the STATE OF LOUISIANA	, through
the Departme	ent of Transpor	tation and Development, hereinafter referred to	as
("DOTD"), rej	presented here	in by its Secretary or his duly authorized designed	ee. City of
		to as ("Municipality"), appearing herein throug	
	ay, duly author		

WITNESSETH:

WHEREAS, pursuant to the provisions of LSA-R.S. 48:193, DOTD is directed to repair and to keep in operating condition, at its sole cost and expense, all municipal roads and streets within the State Highway System as it is defined in LSA- R.S. 48:191, hereinafter sometimes referred to as the "State Highway System" or "State Roadway"; and

WHEREAS, further, LSA-R.S. 48:193 authorizes municipalities to request that the repair and maintenance of said State Roadways located within their respective municipalities be performed by the municipality, at the State's expense; and

WHEREAS, DOTD lacks sufficient personnel and equipment to perform mowing and litter collection on a routine and continuing basis and wishes to enter into an agreement with the Municipality to perform maintenance directly related to mowing and litter collection on the State Roadways located within Sulphur; and

NOW, THEREFORE, it is hereby agreed between DOTD and Municipality:

ARTICLE I: Covered Roadways:

This Agreement applies only to those State Roadways identified on the List of Routes for Maintenance Agreement shown on Exhibit "A", a copy of which is appended hereto and made a part hereof by reference. These State Roadways are collectively referred to as "State Roadways" and, for purposes of this Agreement, the term "State Roadway" shall include all rights of ways and roadway shoulders associated with the State Roadways.

ARTICLE II. Mowing Litter and Trash Collection

The **Municipality** shall conduct its operation in a manner such that the safety and convenience of the public shall be regarded as a priority. All equipment and traffic control devices shall be in accordance with the Manual on Uniform Traffic Control Devices. The **DOTD** reserves the right to stop the **Municipality** from working or order any piece of equipment removed from the roadway or right of way should it be determined that the minimum safety standards are not being met.

Prior to beginning a litter collection or mowing cycle the **Municipality** shall contact the **DOTD** District Office or the Parish Maintenance Office advising them of the starting date.

The Municipality will be required to report daily work activities on the form provided (Exhibit "B" attached) and shall include the work completed (mowing) and litter amount in cubic yards collected each day for the duration of the cycle or period of time that the work is being performed.

Completed Forms shall be maintained by the municipality and shall be submitted to the DOTD district contact with the semi-annual invoice for covered time period.

Failure to turn in the Completed Form with the semi-annual invoice will delay payment until the required Daily Work Reports are submitted.

The Municipality shall pick up and properly dispose of all trash and debris located on the State Roadways prior to conducting mowing operations. Litter and trash collection shall precede the mowing operation by no more than 24 hours. The Municipality shall perform litter and debris pick-up on all grass and vegetative areas, ditches, paved roadside shoulders and areas beneath overhead bridges and roadways. All litter, trash and debris uncovered by the mowing operation shall be picked up within 48 hours of the mowing operation. All litter, trash and debris shall be collected and piled or bagged off of the travel lanes and paved shoulders of the State Roadways and must be removed from the right-of-ways by the close of business the same workday that it is collected. Municipality shall provide, at its own expense, all equipment necessary to perform the duties provided for in this Agreement, including but not limited to, all trash bags, mowing and trimming equipment and herbicide applicators. Municipality shall record and document the amount of litter collected and report these amounts to the appropriate DOTD District Engineer at the time invoices are submitted for payment.

For purposes of this agreement litter, trash and debris shall mean all trash, debris, litter, junk, rubbish, paper, cardboard, glass, cans, discarded items, garbage, old tires, treads, dead trees, wood materials, concrete, etc. The Municipality will not be required to pick up every isolated cigarette butt, chip of glass or similar small objects.

The **Municipality** shall mow grass and cut or otherwise control mowable vegetation along ditches, around signs, guardrails and bridge ends, trim overhanging grass along curbs, and remove litter and debris within the designated, dedicated or apparent right of way. For purposes of this Agreement, <u>Mowable vegetation is defined as</u> any trees, vegetation, brush, etc., that is two inches in diameter or less measured five inches above the ground. Mowing and litter removal shall be accomplished a minimum of four (4) times per year. <u>The dates of the mowing operations shall be set forth on the Mowing Plan submitted by Municipality to Roadside Development Coordinator assigned to the **DOTD** District where the mowing operations are to take place.</u>

Natural stands or planted stands of wildflowers shall not be cut until after seed heads have formed unless, in the opinion of **DOTD** District Administrator, the flowers are causing a traffic hazard or have a very undesirable appearance.

If, during the term of this Agreement, **DOTD** alters or makes repairs to State Roadways covered by this Agreement, **DOTD** will initiate contact with the **Municipality** to revise mowing and litter pick-up practices for the applicable State Roadway.

The **Municipality** shall be responsible for payments to its employees and contractors who perform work pursuant to this Agreement and shall be responsible for payroll taxes and benefits due each employee who is assigned to work pursuant to this Agreement.

Nothing herein is intended to create a statutory employer relationship between DOTD and the employees or contractors of the **Municipality**.

ARTICLE III: Use of Herbicide/Chemicals in Mowing Operations

The **Municipality** may utilize Vegetation Management Plans involving the use of herbicides/chemicals by the **Municipality**, provided that the **Municipality** obtains written approval from the **DOTD** District Administrator. The Municipality may elect to enter into a contract with third parties to administer herbicides. The following conditions shall apply to all Vegetation Management Plans involving the use of herbicides/chemicals whether performed by the **Municipality** or its contractor:

All liability arising from the use or misuse herbicides/chemicals pursuant to this Agreement shall be the responsibility of the **Municipality** and, when applicable, the **Municipality's** contractor making said chemical applications.

Municipality shall notify **DOTD** of its intention to apply chemicals for growth retarding purposes. Said notification shall be in writing and shall be included in the Municipality's Roadside Management Plan. The Roadside Management Plan shall

include projected mowing and spraying schedules for the yearly contract. All herbicide applicators must possess a Category 6 Pesticide Applicators license obtained through the Louisiana Department of Agriculture and Forestry. A copy of licenses shall be included in the **Municipality's** Management Plan if the work is to be performed by **Municipality** employees. If herbicide/chemical application will be performed by **Municipality's** contractor, proof of insurance and required Louisiana licensing procedures shall be followed. The **DOTD** reserves the right to inspect and approve all forms of application equipment when making herbicide/chemical applications to **DOTD** Roadways and rights of ways.

All herbicide/chemical applications performed from the traveling roadway shall be performed in accordance with **DOTD's** "Safety Policy and Procedure Manual". This shall include, but is not limited to, the use of arrow boards and crash attenuators when applications are made from the inside lane or fast-moving lane on divided highways. The **DOTD** reserves the right to approve all herbicides/chemicals used in herbicide/chemical treatments to **DOTD** rights of ways. A list of herbicides/chemicals and the quantities to be used are contained in the **DOTD** Policy for Roadside Management. The **DOTD** reserves the right to disallow the use of Integrated Roadside Management practices in sensitive areas or sites or sites deemed by **DOTD** as unsuitable for such practices.

The **Municipality** or its contractor shall consult with the **DOTD** Roadside Development Coordinator, on an annual basis, to verify whether any of these conditions exist.

The maximum number of generalized herbicide applications, shall be limited to two (2) per growing season.

The maximum number of generalized seed-head suppression applications shall be limited to two (2) per growing season.

A combination of the above two types of spraying maybe allowed, but no more than two in any given growing season.

Further, there shall be a contract mowing cycle interspersed between any two herbicide applications.

Spot Treatments:

Spot treatments for weed control shall be allowed. Products used for spot treatments shall have no injurious effects to the predominant turf grass. Chemical control of grasses and weeds around signs, guardrails, light standards, revetments and bridge ends will be allowed. The Municipality shall obtain prior approval from the District

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Roadside Development Coordinator for the chemicals used by the **Municipality** for spot treatments.

All concerns or questions relating to the use of herbicides shall be directed to the **DOTD** District Administrator.

ARTICLE IV: Reimbursement

DOTD will reimburse the **Municipality** on a semi-annual basis for work performed pursuant to this Agreement. The documentation required in Article II shall be submitted with each invoice. Payment will be withheld until the documentation is submitted and approved by DOTD.

ARTICLE V: Payments

Municipality shall be reimbursed by DOTD the amount of Eight Hundred Seventy Five and 00/100 Dollars, (\$875.00) per cycle, per mile for Interstate Roadways; Five Hundred and 00/100 Dollars, (\$500.00) per cycle, per mile for divided State Roadways: and Two Hundred Fifty and 00/100 Dollars (\$250.00) per cycle, per mile for undivided State Roadways. All such payments shall be for work performed under the provisions of Article II - Litter and Trash Collection of this Agreement.

The total mileage to be maintained by the **Municipality** pursuant to this Agreement and for which the **Municipality** is entitled to reimbursement by **DOTD** is 9.30 miles. Of this, 0.00 miles are Interstate Roadways; 1.54 miles are divided State Roadways and 7.76 miles are undivided State Roadways. The total maximum amount for which the **Municipality** may claim reimbursement is **TEN THOUSAND EIGHT HUNDRED FORTY AND 00/100 DOLLARS**, (\$10,840.00). It is understood and agreed that the rates per cycle, per mile at which the **Municipality** is to be reimbursed are without regard to the type of wearing surface of the traffic lanes or other features of the State and Interstate Roadways covered by this Agreement.

ARTICLE VI: Substandard Performance

If, in the opinion of the **DOTD** District Administrator, the **Municipality** has failed to properly fulfill its obligation with respect to any or all State Roadways covered by this Agreement, and after the **Municipality** has been notified in writing and given adequate opportunity to correct the condition, the **Municipality** has failed or refuses to correct said problem, the **DOTD's** District Administrator may order the **DOTD** maintenance forces to perform such work as, in his or her opinion, is necessary for the proper maintenance of the State Roadways and the **DOTD** may deduct the cost thereof from any monies due or that become due to **Municipality**.

ARTICLE VII: Indemnification

The Municipality shall defend, indemnify, save and hold harmless the State of Louisiana, through the Department of Transportation and Development, its offices, agents, servants and employees, including volunteers, from and against any and all claims, demands, suits, judgments of sums of money, attorneys' fees, court costs, expense and liability, to any party or third person, including, but not limited to, amounts for or arising out of injury or death to any person for loss of life, injury, damage, loss or destruction of any property, or damages for tort or breach of contract or any other basis of liability growing out of, resulting from, or by reason or any act, omission, operation or work of the Municipality, its agents, contractors, servants and employees, or on account of negligence in safeguarding the work or through use of unacceptable materials in maintaining the work, or because of any negligent act, omission or misconduct of the municipality, or because of claims or amount recovered from infringement of patent, trademark or copy right, or from claims or amounts arising or recovered under Worker's Compensation Act, or other law, ordinance, order or decree, or any and all costs, expense and/or attorneys' fees incurred by the municipality or DOTD as a result of any claims, demands, and/or causes of action while engaged upon or in connection with the performance of this Agreement by the Municipality or its contractors, employees, agents and assigns under this Agreement, except for those claims, demands, and/or causes of action arising out of the sole negligence of the Department or its agents, representatives and/or employees. The Municipality agrees to investigate, handle, respond to, provide defense for and defend, any such claims, demand or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claim, demand or suit is groundless, false or fraudulent.

ARTICLE VIII: Funding Contingency

The continuation of this Agreement is contingent upon the appropriation of funds by the Louisiana State Legislature to the **DOTD** to fulfill the requirements of this Agreement. If the Legislature fails to appropriate sufficient monies to provide the continuation of this Agreement, or if such appropriation is reduced by veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Agreement, this Agreement shall be reduced or terminate on the date said funds are no longer available.

ARTICLE IX: Limitation On Use of State Funds

The **Municipality** agrees to use the funds provided by the State through **DOTD** only for the services authorized in this Agreement and in accordance with constitutional and statutory restrictions on the use of State funds for public purposes.

ARTICLE X: Term and Cancellation

This Agreement shall begin on **July 1**, **2021**, and shall end on **June 30**, **2022**, but may be terminated earlier under any or all of the following conditions:

By mutual agreement and consent of the parties hereto.

By the **DOTD** as a consequence of the failure of the **Municipality** to comply with the terms or quality of work in a satisfactory manner.

By either party upon failure of the other party to fulfill its obligations as set forth in this Agreement.

By either party giving thirty (30) days written notice to the other party.

By the **DOTD** upon withdrawal or reduction of funding by the Louisiana Legislature or by any other lawful manner.

By either party as the result of an Act of God that prohibits performance, by either party, of duties proscribed in this Agreement.

If termination is made under condition four (4), above, after work has begun, the **Municipality** will be paid for all services rendered to date of termination.

DOTD may, at its option, suspend the services performed pursuant to this Agreement, without penalty of any kind, and without terminating the Agreement. Should the DOTD desire to exercise this right of suspension, it may do so by providing the Municipality with prior written notice of its intent to suspend the Agreement, thirty (30) days in advance of the effective date of suspension. The Agreement may be reinstated and resumed in full force and effect by DOTD by providing the Municipality with sixty (60) days written notice to that effect.

ARTICLE XI: Claims for Liens

The **Municipality** shall hold the **DOTD** harmless from any and all claims for liens for labor, services or materials furnished to the **Municipality** in connection with the performance of his obligations under this Agreement.

ARTICLE XII: Compliance With Laws

The **Municipality** agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the

Municipal Agreement Page 9 of 13

Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the **Municipality** agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

ARTICLE XIII: Agreement Modifications

Any changes or modifications to the terms of this Agreement must be made by a fully executed Supplemental Agreement.

ARTICLE XIV: Disputes

Any dispute concerning a question of fact in connection with the work not disposed of by this Agreement or by agreement of the parties shall be referred to the **DOTD's** Secretary or his duly authorized representative for determination, whose decision in the matter shall be final and conclusive on the parties to this Agreement.

ARTICLE XV: Record Keeping, Reporting and Audits

The **Municipality** shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred relative to this project and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under this

Agreement, for inspection by the **DOTD** Audit Control Section, the Legislative Auditor, and/or the Office of the Governor, Division of Administration Auditors under State and Federal Regulations effective as of the date of this Agreement and copies thereof shall be furnished if requested.

ARTICLE XVI: Covenant Against Contingent Fees

The **Municipality** warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the **Municipality** to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the **Municipality**, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

The **DOTD** shall have the right to annul this Agreement without liability or, in its discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee if the **Municipality** breaches or violates this warranty.

Municipal Agreement Page 10 of 13

No member of or delegate to Congress or resident commissioner shall be entitled to any share or part of this Agreement or to any benefit that may arise there from, but this provision shall not be construed to extend to a contract if made with a corporation for its general benefit.

ARTICLE XVII: Subletting, Assignment or Transfer

The **Municipality** shall not subcontract any of his duties or responsibilities under this Agreement without the express written consent of DOTD.

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

ARTICLE XVIII: Successors and Assigns

This Agreement shall be binding upon the successors and assigns of the respective parties hereto.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers, thereunto duly authorized as of the day and year first above written.

S DONE AND SIGNED at _	, Louisiana, this day of
, 202	<u>1_</u> .
WITNESSES	Municipality
	BY:
	(Signed Name)
	Mike Danahay
	(Printed Name)
	Municipality City of Sulphur
	Address P.O. Box 1309 Sulphur LA 70664
	(337) <u>527-4500</u> (Phone) (337 <u>527-4529</u> (Fax)
	Tax ID. # 72-6001361
	14x 15. # 12-000 1301
THUS DONE AND SIGNE	D at Lake Charles, Louisiana, this day o
	,2021
WITNESSES:	DOTD
	BY:
	Donald L Duberville, PE
	DISTRICT ENGINEER ADMINISTRATOR

Municipal Agreement Page 12 of 13

City of Sulphur Road description

EXHIBIT "A"

	description	mileage	control section
LA 1256	(From Patch St)(South of 1-40) to 1 40 N BANYB. 445)		
1 A 1256	(From Date Collocation of Fig. 10 1-10) to 1-10 in NAV (Ruth)	0.15 Undivided	031-05
I A 27	(From Fatch St.)(South of I-10) to I-10 N R/W)(Ruth)	0.31 Divided	031-05
1 A 27	(From US 90 to 0.87 mi. North at Brimstone Pipeline R/W (LA 27N)	0.87 Undivided	
14 (1	(Beglis Parkway)	0.14 Undivided	
LA 27	(From Beginning of grass median-Weekly Roads)(S. of I-10 to US 90 (Beglis Parkway)	0.67 Divided	810-27
LA 27	(From Weekly Road – US 90)(S. of I-10 to US 90) (Beglis Parkway)	1 de Individos	240 27
LA 2/	(From the south end of 10 c of a to US 90)(Cities Service Highway)	0.56 Divided	†
001 47	(From the south of i-10 c of a to US 90)(Cities Service Highway)	1.17 Undivided	810-19
08 SN	(From SRD Canal to Picard Dal/Namologia)		
US 90	(From Diosed to Unitington Of 1 A Calon	0.54 Undivided	003-03
US 90	(From I A 27 Unitington St. LA 27)(Napoleon)	0.42 Undivided	003-03
08 SN	(From Lowie ST Bod O.L. P. W.)	0.57 Undivided	003-04
US SI	(From Doct Oct P. P. S. Cak Rd)(Napoleon)	1.02 Undivided	003-04
	P/L to Hwy 108 West DAM Line	1.72 Undivided	003-04

Total Undivided 7.76

Total Divided 1.54

Total Miles 9.30

"Exhibit B"

te from		Date to	
		vities on on the form provided (E) yards collected each day for the d and shall be submitted to the DOT	
DATE	TRASH, yd ³	ACRES MOWED	

ORDINANCE NO.

M-C SERIES

AN ORDINANCE ACCEPTING THE DONATION OF PROPERTY FROM CALCASIEU PARISH POLICE JURY AND AUTHORIZING THE MAYOR TO EXECUTE SAID DONATION AGREEMENT AND PROVIDING FOR EFFECTIVE DATE OF ORDINANCE FOR A SEWER EASEMENT ON THE WEST SIDE OF WEST CALCASIEU COMMUNITY CENTER.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby accept from CALCASIEU PARISH POLICE JURY, the donation of the following described property situated in the Parish of Calcasieu, State of Louisiana, to-wit:

BEGINNING AT A EXISTING 1" REBAR MARKING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 10 WEST IN CALCASIEU PARISH LOUISIANA, THENCE N 0°50'03" E ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF NORTHWEST QUARTER A DISTANCE OF 1330.01 FEET TO THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF NORTHWEST QUARTER, ALSO BEING THE SOUTHWEST QUARTER OF SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 10 WEST, RANGE 10 WEST, THENCE N 0°08'25" E ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SOUTHWEST QUARTER A DISTANCE OF 622.78 FEET TO THE SOUTH RIGHT OF WAY LINE OF SOUTH FRONTAGE ROAD, THENCE S 89°23'36" E ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 27.68 FEET TO THE NORTHWEST CORNER OF WEST CALCASIEU PARISH COMMUNITY CENTER AUTHORITY, THENCE S 0°48'42" W (CALL SOUTH) ALONG SHARED PROPERTY LINE WITH WEST CALCASIEU PARISH COMMUNITY CENTER AUTHORITY A DISTANCE OF 1952.58 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER OF NORTHWEST QUARTER OF SECTION 10, THENCE N 89°24'44" W ALONG SAID SOUTH LINE A DISTANCE OF 20.90 FEET TO POINT OF BEGINNING. CONTAINS 0.973 ACRES.

BEING ACQUIRED BY DONOR BY ACT OF SALE FROM SULPHUR GROUP, LLC, AS RECORDED ON MARCH 8, 2017, IN CONVEYANCE BOOK 4176, PAGE 333, BEING ENTRY NO. 3267446, RECORDS OF CALCASIEU PARISH, LOUISIANA.

BE IT FURTHER ORDAINED that the Mayor, Mike Danahay, is hereby authorized, empowered, and directed to execute such agreements or documents in connection therewith, which will be substantially in accordance with the agreements in part herewith and attached hereto as "Exhibit A".

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

	the City Council of the City of Sulphur, Louisiana, on this, 2021.
	JOY ABSHIRE, Chairman
HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this	I HEREBY CERTIFY that I have received from the Mayor at o'clockm. on this day of,
day of, 2021, at o'clockm.	2021, the foregoing ordinance which has approved/vetoed by the Mayor.
ARLENE BLANCHARD, Clerk	ARLENE BLANCHARD, Clerk

WARD FOUR SOUTH FRONTAGE ROAD PROJECT

ACT OF DONATION

STATE OF LOUISIANA PARISH OF CALCASIEU

BE IT KNOWN, that on the dates set forth below, before the undersigned Notaries Public, duly commissioned and qualified in and for their respective Parishes and State, and in the presence of the undersigned competent witnesses, personally came and appeared:

CALCASIEU PARISH POLICE JURY, a political subdivision of the State of Louisiana, hereinafter referred to as "Donor" and represented by Brian Abshire, its duly authorized President, whose permanent mailing address is Post Office Box 1583, Lake Charles, Louisiana, 70602; and

CITY OF SULPHUR, a political subdivision of the State of Louisiana, hereinafter referred to as "Donee" and represented by Mike Danahay, its Mayor, whose mailing address is 101 N. Huntington Street, Sulphur, Louisiana 70663,

The Donor declared that it does by these presents, donate, convey, assign, grant transfer, set over and deliver, with all legal warranties and with full substitution and subrogation to all rights and actions of warranty against all former owners and vendors, to the Donee which hereby accepts this donation for itself and its successors and assigns, acknowledging due delivery and possession thereof, all of the Donor's right, title, and interest in the following described property:

Beginning at a existing 1" rebar marking the Southwest corner of the Northwest Quarter of the Northwest Quarter of Section 10, Township 10 South, Range 10 West in Calcasieu Parish Louisiana, thence N 0° 50' 03" E along the West line of said Northwest Quarter of Northwest Quarter a distance of 1330.01 feet to the Northwest corner of said Northwest Quarter of Northwest Quarter, also being the Southwest Quarter of Southwest Quarter of Section 3, Township 10 West, Range 10 West, thence N 0° 08' 25" E along the West line of said Southwest Quarter of Southwest Quarter a distance of 622.78 feet to the South Right of Way line of South Frontage Road, thence S 89° 23' 36" E along said South Right of Way line a distance of 27.68 feet to the Northwest corner of West Calcasieu Parish Community Center Authority, thence S 0° 48' 42" W (call South) along shared property line with West Calcasieu Parish Community Center Authority a distance of 1952.58 feet to the South line of said Northwest Quarter of Northwest Quarter of Section 10, thence N 89° 24' 44" W along said South line a distance of 20.90 feet to Point of Beginning. Contains 0.973 acres.

Being acquired by Donor by Act of Sale from Sulphur Group, LLC, as recorded on March 8, 2017, in Conveyance Book 4176, Page 333, bearing Entry No. 3267446, records of Calcasieu Parish, Louisiana.

together with all improvements, constructions, and component parts that may be located or situated wholly or partially in or on the property (hereinafter referred to as the "Property").

The Donor's intention is to convey and assign to the Donee by virtue of this instrument one hundred percent (100%) of the ownership of the Property.

This donation is made for and in consideration of the mutual benefits accruing to the parties hereto, as more fully set forth in that certain Cooperative Endeavor Agreement ("CEA") entered into by and between Donor and Donee as of January 8th, 2013. Donor and Donee acknowledge and agree that the CEA was entered into for a public purpose, namely the South

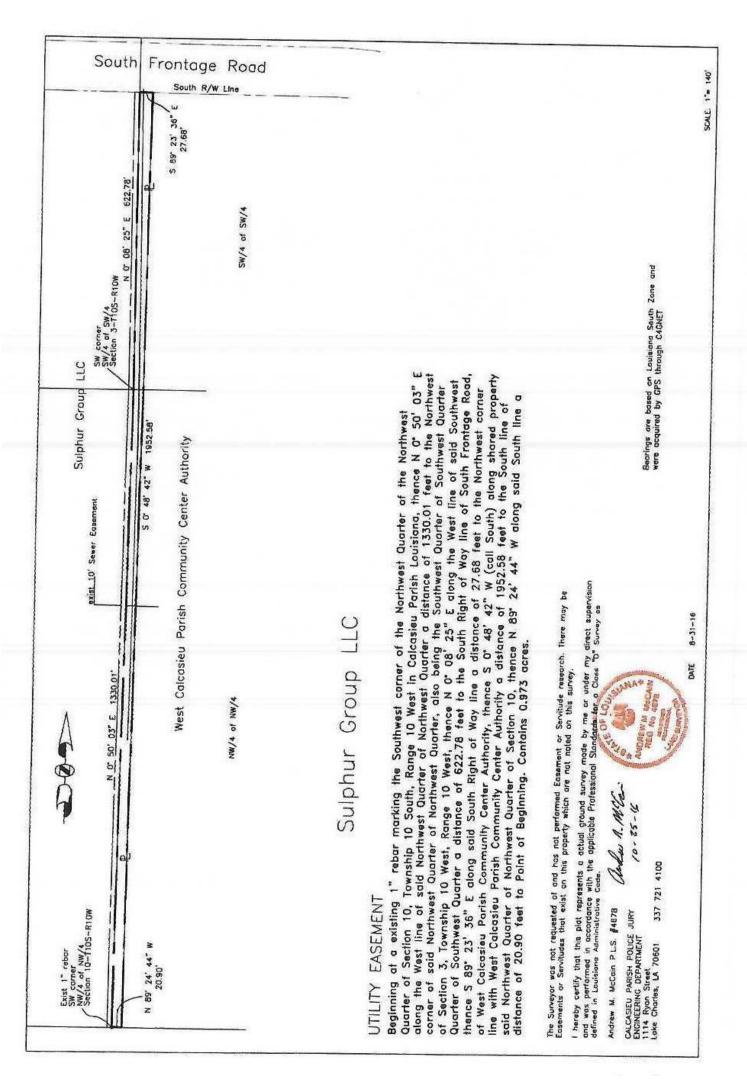
Frontage Road Project, involving the development, improvement and maintenance of public roads and utilities.

Donee appears herein to accept this donation and acknowledge delivery and receipt of same.

Donor and Donee have waived the production of the mortgage, conveyance, and tax research certificates, as well as a survey of the premises or title examination, and any and all parties concerned, including but not limited to the undersigned notar(ies) public, are relieved and released from any liability or responsibility resulting therefrom.

uns monument as their if	EOF, the parties hereto have signed and executed and acknowledged ee and voluntary acts, in triplicate originals, in the presence of the tnesses, on the day of, 2021.
WITNESSES:	CALCASIEU PARISH POLICE JURY:
	BY:
Witness Signature	BRIAN ABSHIRE, PRESIDENT
Printed Witness Name	
Witness Signature	
Printed Witness Name	
	NOTARY PUBLIC
	Notary Printed/Stamped Name and Identification Number

witnesses, as of this	ee and voluntary acts, in the presence of the undersigned competer day of, 2021.
WITNESSES:	CITY OF SULPHUR:
	BY:
Witness Signature	MIKE DANAHAY, MAYOR
Printed Witness Name	
Witness Signature	
Printed Witness Name	
	NOTARY PUBLIC
-	Notary Printed/Stamped Name and Identification Number





ORDINANCE NO. , M-C SERIES

ORDINANCE AUTHORIZING MAYOR DANAHAY TO SIGN EMERGENCY SHELTER AND STAGING AGREEMENT WITH BEAUREGARD PARISH SCHOOL BOARD FOR TEMPORARY SHELTER AND EMERGENCY EQUIPMENT STAGING AREA AT SINGER HIGH SCHOOL FOR HURRICANE 2021 SEASON FOR THE CITY OF SULPHUR.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Danahay to sign Emergency Shelter and Staging Agreement with Beauregard Parish School Board for temporary shelter and emergency equipment staging area at Singer High School for Hurricane 2021 Season for the City of Sulphur.

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

	APPROVED AND ADOPTED by City Council of the City of Sulphur, Louisiana, on this
	day of, 2021.
	JOY ABSHIRE, Chairman
I HEREBY CERTIFY that the foregoing Ordinance has been	I HEREBY CERTIFY that I have received from the Mayor at o'clockm.
presented to the Mayor on this day of, 2021, at o'clockm.	on this day of 2021, the foregoing ordinance which has approved/vetoed by the Mayor.
ARLENE BLANCHARD, Clerk	ARLENE BLANCHARD, Clerk

EMERGENCY SHELTER AND STAGING AGREEMENT

The Beauregard Parish School Board will provide temporary shelter and emergency equipment staging area at Singer High School with DeRidder High School as emergency back-up for Hurricane 2021 Season (June 1, 2021 – November 30, 2021), for the City of Sulphur, Louisiana.

Terms and Conditions:

- 1. The Beauregard Parish School Board will provide a building or buildings for temporary sheltering of emergency response personnel from the City of Sulphur and an area large enough for emergency equipment to be staged prior to the return to the storm area.
- 2. The City of Sulphur will provide its own resources to the storm area.
- 3. The City of Sulphur will be required to maintain detailed records on the condition of the temporary shelter and staging area upon arrival and departure and provide a copy of these records to the Beauregard Parish School Board.
- 4. The City of Sulphur will be required to reimburse the Beauregard Parish School Board for any damages or other costs such as utilities or similar services for the use of the facilities.

Contact Information:

	Print Name:	
ol Board By:	City of Sulphur, LA By:	
H SCHOOL BOARD AND THE CITY	Y OF SULPHUR, LA.	
ED INTO THIS DAY OF	, 2021, BETWEEN	
337-244-3641	337-499-9523	
	Same	
337-527-4589	337-527-4564	
-	Same	
Asst. Chief of Police	Major	
Larry Guillotte	Rickie Littleton	
	Asst. Chief of Police 500B North Huntington 337-527-4589 337-527-4550 Iguillotte@sulphur.org 337-244-3641 ED INTO THIS DAY OF H SCHOOL BOARD AND THE CITY OI Board By:	Asst. Chief of Police Major 500B North Huntington Same 337-527-4589 337-527-4564 337-527-4550 Same Iguillotte@sulphur.org rlittleton@sulphur.org 337-244-3641 337-499-9523 ED INTO THIS DAY OF, 2021, BETWEEN H SCHOOL BOARD AND THE CITY OF SULPHUR, LA. DI Board By: City of Sulphur, LA By:

ORDINANCE NO. M-C SERIES

ORDINANCE GRANTING A REZONE TO KAP, INC., 1410 STELLY LANE, FROM BUSINESS TO COMMERCIAL FOR A SENIOR LIVING FACILITY.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a rezone from Business to Commercial to KAP, Inc., 1410 Stelly Lane to allow for a senior living facility for the following described property:

COM NW COR 2.10.10 E 33 FT N 150 FT TO SW COR LT 1 A M STELLY SURVEY E ALONG S/L OF SAID LT 1 149.94 FT TO SE COR OF SAID LT 1 N ALONG E/L SAID LOT 1 12 FT TO S/L TANGLEWOOD SUB E ALONG S/L 226.91 FT TO PT OF BEG TH E 173.09 FT S 313.35 FT W 165.76 FT N 234.61 FT W 7.33 FT N 78.49 FT TO PT OF BEG – CONTG 1.21 ACS M/L

AND

COM NW COR NW NW SE 2.10.10, TH S 350 FT M/L TO N/L BLK "U" VILLA MARIA NO 3, E 583 FT M/L TO SW COR LOT 1 TANGLEWOOD SUB, N ALONG W/L LOTS 1, 3, 5 SAID SUB, 197.98 FT W 165.76 FT N 152.02 M/L TO N/L OF SEC 2 W 417.24 FT TO COM 4.10 ACS

AND

COM 33 FT E OF SW COR SW/SW SEC 35.9.10, TH E 384.27 FT M/L N 82.61 FT W 7.53 FT N 78.49 FT W 226.91 FT S 12 FT TO SE COR LOT 1 A M STELLY SURVEY W (150 FT) TO SW COR LOT 1 S 150 FT TO COM 1.37 ACS M/L

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

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

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

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

BE IT FURTHER ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a rezone from Business to Commercial to KAP, Inc., 1410 Stelly Lane to allow for a senior living facility.

	APPROVED AND ADOPTED by the City Council of the City of Sulphur, Louisiana, on this day of, 2021.
	JOY ABSHIRE , Chairman
ATTEST:	
ARLENE BLANCHARD, Secretary	

DEVELOPMENT APPROVAL

Date Received

PRINT NAME

S50.00 Fee (Non-Refundable)

DATE 5-4-21

(Exact cash or check only)

IT IS APPLICANT'S RESPONSIBILITY TO KEEP SIGN POSTED ON PROPERTY. IF SIGN ISN'T PLACED ON PROPERTY 10 DAYS PRIOR TO MEETING DATE PLEASE NOTIFY CITY. IF SIGN IS REMOVED IT COULD DELAY ACTION ANOTHER MONTH. ONCE COUNCIL APPROVES/DISAPPROVES, APPLICANT MUST REMOVE SIGN FROM PROPERTY.

OD ARCHAY AND THE COLUMN TO TH			
PROPERTY OWNER INFORMATION			
Name of Property Owner KAP Lac			
Owner must provide proof of ownership such as property toy record or recorded de-	d)		
Mailing Address: 4210 C Fairner Arenus	Email: Va	ithe kup.	20 (.)
Phone Number (H) (W) 337-62;	- 17:3	irne rap	$n(\cdot u)$
(")-35/-963		(C)	
PROPERTY INFORMA	HON		
Present Zoned Classification Busines	Andrews	- Mena	
resolutioned Classification (64) (nes)	_		
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See abached.			
JEC STANCES.			
DO YOU CURRENTLY HAVE ANY PENDING VIOLATION WITH ANY ORDI			nodit our /
			UR YES C
YOU, OR A REPRESENTATIVE, MUST ATTEND BOTH LAND USE AND CIT	TY COUNCIL!	MEETING	INTTIAL
REQUEST INFORMAT	TION		
REZONE EXCEPTION SUBDIVISION BILLBOARD	PRE PLAT	DFINAL PLAT	
DOES REZONE REQUIRE FENCING NAME OF SUBDIV		LIFERALFLAT	
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coning Change From Susiness To Ca	mmerc.	al	
Purpose of Request To allow for Senior Living	6 - 1	'/	
	THE CALL	7	
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I do hereby understand that no petition for a change in the classification of property shall be fill owners of authorized agents of not less than lifty (50) percent of the area of land for which a classification is the area of land for which a classification is the area of land for which a classification is the area of land for which a classification is the area of land for which a classification of property shall be fill owners.	manna at Manaifan	tion in roa soctod, asseld-	aller and the second
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Memo

To:

Land Use Commissioners

From:

Stacy Dowden

Director of Public Works

CC:

Arlene Blanchard, Mayor Mike Danahay

Date:

May 12, 2021

Re:

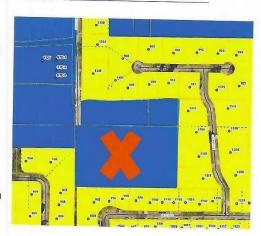
Resolution granting a rezone to KAP, Inc. from Business to Commercial, 1410 Stelly Lane, to allow for a senior living facility.

Application:

The applicant is requesting to rezone the property at 1410 Stelly Lane from Business to Commercial.

The applicant will be placing senior living at this location.

Appendix B: Article II *Institutional Use*. Any land used for hospitals, including such educational, clinical, research and convalescent facilities as are integral to the operation of the hospital; medical and health service facilities and clinics, including nursing homes, supervised residential institutions, rehabilitation therapy centers and public health facilities; cultural, eleemosynary facilities and other similar uses.

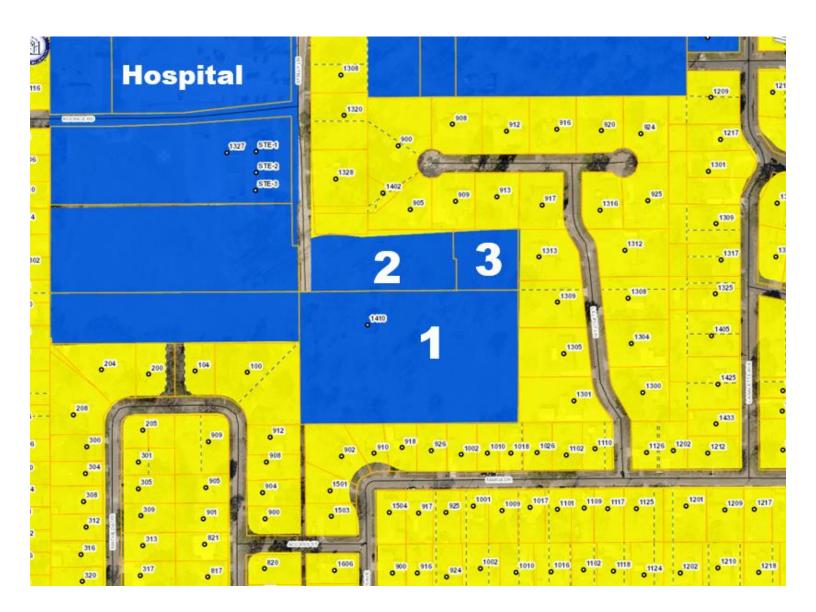


Institutional Use is allowed in Commercial Districts.

In accordance with Appendix B - Article IV - Part 2 — Section 8: Since the property is adjacent to a more restrictive use, the property owner will be required to install a six foot tall buffer fence constructed of wood or brick masonry. The property owner will also be required to have a twenty food bufferyard that is free of parking aprons, construction,

accessory use, etc if the property is adjacent to a Business District, and twenty five feet if the property is adjacent to a Residential District. The bufferyard is to remain free, clear, and open of any obstruction.













RESOLUTION NO. , M-C SERIES

Resolution authorizing the advertisement of bids for Water Well No. 3R.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize advertisement of bids for Water Well No. 3R, said bids to be in accordance with the quantities and specifications on file with Meyer and Associates located at 600 North Cities Service Hwy., Sulphur LA 70663 or online at BidXpress.

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

NOTICE TO BIDDERS

Separate and sealed bids for the advertisement of bids for Water Well No. 3R will be received by the Clerk of the Council until 10:00 a.m. on the 12th day of July 2021, at which time bids will be opened and read aloud in an open and public bid opening session to be conducted by the Director of Public Works in the Conference Room at the City Hall, and the City Council shall at a regular meeting on the 12th day of July 2021, at 5:30 p.m. proceed to award the bid to the lowest bidder, to waive irregularities, or to reject any and all bids, or otherwise proceed thereto as provided by law. Bids are also available electronically at www.bidexpress.com; free membership is required to access. Said bids to be in accordance with the quantities and specifications on file with Meyer and Associates located at 600 North Cities Service Hwy., Sulphur LA 70663 or online at BidXpress.

	APPROVED AND ADOPTED by the City Council of the City of Sulphur, Louisiana, on this day of, 2021.
	JOY ABSHIRE, Chairman
ATTEST	
ARLENE BLANCHARD, Clerk	-

RESOLUTION NO. , M-C SERIES

Resolution accepting Substantial Completion for Picard Road Bridge Piling Repairs.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby accept Substantial Completion for Picard Road Bridge Piling Repairs.

	APPROVED AND ADOPTED by the City Council of the City of Sulphur, Louisiana, on this day of, 2021.
	JOY ABSHIRE, Chairman
ATTEST:	
ARLENE BLANCHARD, Clerk	

Certificate of Substantial Completion Project: Picard Road Bridge Piles Repair Owner: City of Sulphur Contract: Picard Road Bridge Piles Repair Engineer's Project No.: B6-20012-DA This Certificate of Substantial Completion applies to: X All Work under the ☐ The following specified portions of the Contract Documents: Work: Date of Substantial Completion The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below. A list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows: ☐ Amended Responsibilities X Not Amended Owner's Amended Responsibilities: Contractor's Amended Responsibilities: EJCDC C-625 Certificate of Substantial Completion Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.

Page 1 of 2

Punch list dated May 13, 2021				
This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.				
Executed by Engineer				
MEYER & ASSOCIATES, INC.				
accepted by Contractor	Date			
ELIANT INDUSTRIAL SOLUTIONS				
ccepted by Owner	Date			
ITY OF SULPHUR				

MEYER & ASSOCIATES, INC.

PUNCH LIST

PROJECT: Picard Road Bridge Piles Repair

DATE: May 13, 2021

PROJECT NO: B6-20012-DA

INSPECTION WAS CONDUCTED AT ABOVE PROJECT BY:

CONTRACTOR-OWNER

ENGINEER-ARCHITECT

Contractor: Reliant Industrial Solutions, LLC-

Engineer: Wayne Harris, P.E.

Matt LeBlanc

Owner:

City of Sulphur-

X

Inspector: Michael Williams

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

Preliminary Substantial Type of Inspection Final 1 Yr. Guaranty

NO.	ITEM	VALUE
1	General debris and mud eleaning and sweeping of bridge deck	\$1,000.00
2	General debris cleaning of road right-of-way adjacent to bridge, inclusive of north & south roadway pavement approaches to the bridge.	\$1,000.00
3	Dress-up of road right of way ruts with top soil	\$1,000.00
4-2	TOTAL	\$3,000.00

Distribution:

^{1.} Project Manager

^{2.} Contractor's Representative

^{3.} Resident Project Representative

RESOLUTION NO. M-C SERIES

RESOLUTION SUPPORTING AND ENCOURAGING REVITALIZATION EFFORTS OF IRIS DEVELOPMENT AT MONET ACRES.

WHEREAS, the City Council of Sulphur desires to support and encourage the preservation of affordable housing units developed through the Low Income Housing Tax Credit program that are beyond the 15-year regulatory period.

WHEREAS, the City Council of Sulphur recognizes the importance of the preservation of decent, safe and sanitary housing meeting the needs of low to moderate income families in order to meet the city's affordable housing needs.

WHEREAS, the City Council supports local public/private partnerships to engage in revitalization and/or preservation efforts of residential properties to achieve the above-mentioned goals.

WHEREAS, the City Council supports Iris Development's Affordable Housing Program application to the Federal Home Loan Bank of Dallas for subsidy to maintain affordability at 1030 James Dr. Sulphur, LA 70063.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SULPHUR that it supports and adopts by resolution this revitalization plan.

	APPROVED AND ADOPTED by the City Council of the City of Sulphur, Louisiana on this day of, 2021.	
	JOY ABSHIRE, Chairman	
ATTEST:		
ARLENE BLANCHARD, Clerk		

From: "Curtis Doucette, Jr." < cdoucette@irisdevco.com>

Date: May 11, 2021 at 9:55:25 AM CDT

To: mmhardy@sulphur.org

Subject: City Council Resolution for Affordable Housing Grant

Hello Ms. Hardy,

My development company, Iris Development, is in the process of purchasing Monet Acres, a 60-unit apartment complex at 1030 James Dr. there in Sulphur. We are applying for a grant to keep the property affordable through the Federal Home Bank of Dallas.

I'm writing to ask you to request a resolution from the governing body to enhance the likelihood of success on our application, which would bring \$750,000 to support the preservation of affordable housing.

Please let me know if you will be willing to spearhead a resolution and provide a letter of support in the meantime. If so, I can send samples of past resolutions and draft the letter of support.

Thank you, Curtis Doucette, Jr. (504) 621-9337 Chief Executive Officer Iris Development

RESOLUTION NO. , M-C SERIES

Resolution re-appointing Theodore Thompson to the West Calcasieu Airport Managing Board.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby re-appoint Theodore Thompson to the West Calcasieu Airport Managing Board with term to expire June, 2023.

	APPROVED AND ADOPTED by the City Council of the City of Sulphur, Louisiana, on this day of, 2021.
	JOY ABSHIRE, Chairman
ATTEST:	
ARI ENE RI ANCHARD Clerk	<u></u>

RESOLUTION NO. , M-C SERIES

Resolution appointing the Official Journal for the City of Sulphur.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby appoint the American Press as the Official Journal for the City of Sulphur.

	APPROVED AND ADOPTED by the City Council of the City of Sulphur, Louisiana, on this, 2021.
	JOY ABSHIRE, Chairman
ATTEST:	
ARLENE BLANCHARD Clerk	

AMERICAN PRESS P.O. BOX 2893 LAKE CHARLES, LOUISIANA 70602 337-494-4007 FAX 337-494-4008

PROPOSAL FORM

Official Journal for City of Sulphur

Newspaper Bid:

American Press P.O. Box 2893 Lake Charles, LA 70602

Publisher: Dan Phelan

Published: 7 days per week

Cost per square per insertion date For Legal Advertisements:

\$3.50 per square inch (submitted via email or electronically) \$4.00 per square inch (submitted hard copy – not electronically)

Proposal Submitted by:

Dan Phelan

President/Publisher

Proposal Submitted:

June 2, 2021

RESOLUTION NO.	, M-C SERIES

Resolution authorizing Mayor Mike Danahay to enter into a contract with Julian Quebedeaux, for the videoing of Sulphur City Council meetings.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Mike Danahay to enter into a contract with Julian Quebedeaux, for the videoing of Sulphur City Council meetings.

	APPROVED AND ADOPTED by the City Council of the City of Sulphur, Louisiana, on this day of, 2021.
	JOY ABSHIRE, Chairman
ATTEST:	
ARLENE BLANCHARD, Clerk	

Contract between Julian Quebedeaux and City of Sulphur for videoing City Council Meetings

This contract made this	day of	2021	, by and between the
City of Sulphur and Julian Quebo	edeaux.		

Julian Quebedeaux will provide the monthly videotaping and editing of the Sulphur City Council regular and special called meetings (public hearings only), as follows, to-wit:

Proposal

Cost to City of Sulphur	Description	
\$500.00	Regular 2-hour monthly meeting	
\$300.00	Any special called meeting (public hearings only)	
\$125.00	For each additional hour of any regular or special meeting	

Specifications for a 2-hour monthly and 1-hour Special City Council Meeting

- One camera will be operated to allow for closer shots of those speaking,
- 2. A second and third camera will provide close and static images for editing purposes,
- 3. Sound will be taken directly from City Council sound system and mixed with the ambient/natural sound to allow for presentations which do not use microphones. The same audio feed will be provided to both cameras to provide continuity during tape or battery changes.
- 4. Additional content will be included in the final edit that was shown on the Council room monitor(s)/display and/or images provided on CD (as provided immediately after the meeting).
- 5. Editing Criteria
 - A. Edit will never be used for the purpose of removing content from the meeting.
 - B. Edit is only to allow for battery change coverage and to switch between cameras.
 - C. Editing will be minimal to remove obstructed views, unintended camera movement, etc.
 - D. The Calcasieu Parish Police Jury (CPPJ) C-Gov's policies of gavel-to-gavel coverage will be maintained at all times.

E. Graphics

Introduction

Identify the production as "Sulphur City Council Meeting (date)" Introduction graphic will occupy maximum screen.

F. Exit

Identify the production as "Sulphur City Council Meeting (date)" Exit graphic will occupy maximum screen.

 G. Full credit roll.
 Identifying graphics should also appear on screen periodically throughout the meeting.

6. Deliverable

- A. Format provided to the Government Channel will be MP2 format.
- B. A DVD copy of all edited council meetings, as provided to C-Gov, will be provided to the Council Clerk within one week of the edited version being delivered to C-Gov.
- C. Provide internet recording in a Mpeg 4 format for use of the individual Sulphur City Council meetings for period of this contract. Julian Quebedeaux will not provide the hosting service for the videos.
- D. DVD copy of Sulphur City Council can be created for \$14.95 each, paid directly to Julian Quebedeaux.
- E. This proposal is good until fiscal year ending June, 2022.

7. Contract cancellation

A. A 30-day written notice shall be given.

Witness	Mayor Mike Danahay
Witness	Julian Quebedeaux

RESOLUTION NO. M-C SERIES

Resolution establishing the Sulphur Armed Forces Commission for the City of Sulphur.

WHEREAS, the Sulphur Armed Forces Commission's Mission Statement is to facilitate and organize a local resource for active-duty, retired and all veterans and their families. To ensure our community is standing up and supporting those who have served with honor and their families and never forgetting the sacrifice they endured for the freedoms we so richly enjoy; and

WHEREAS, the Sulphur Armed Forces Commission's goal is to be a resource for the local community for active duty, retired, discharged veterans and their families with the goals outlined below:

Goals

To be a resource for the local community for active duty, retired, discharged veteran and their families.

• Family resource

- VA Contacts
- o Red Cross Contacts
- o Business partners to aid military families.
- Local veterans contacts for
 - Flags for deceased veterans
 - Honor-Guard for events
 - Counseling contacts
 - Contacts to help in emergencies.

• Retired/ Discharged Veteran Services

- Medical Resources
 - Rides to Appointments
 - VA Contacts
 - Fort Polk Contacts
 - Champus Contact (Health Insurance)
 - Health Fairs
- Local Resources
 - Local food giveaways (Senior Center)
 - Events for military Veterans
 - Business Partners to aid military veterans
 - Weekly Mail Outs (email if possible)
 - Monthly meeting dates for commission
 - Patriot Club (for Gold Star and deceased veteran spouse survivors)

• Active-duty Services

- o Pelican Pride (Welcome Home / Pre-deployment) Honor Event
- Long distant call home services
- o Business Partners to aid military families. (Discounts?)
- VA contacts
- Government Contacts

Leadership

- Commander of the Sulphur Armed Forces Committee (CSAFC)
 - o Can only be held by any former military member
 - o In charge of committee actions
 - Oversees the Board of Directors
- Vice Commander (VCSAFC)
 - o Can only be held by any former military member
 - o Will take over as commander after commanders' term has expired
 - o In charge of oversite of all committees
 - o Reports to the Commander
- Treasurer
 - o Any concerned citizen can be a Board of Directors member.

- Oversees the financial actions of the committee
- o Reports to the Vice Commander
- Create and disseminate reports of the committee's financials and fund raising drives

Secretary

- o Any concerned citizen can be a Board of Directors' member.
- o Oversees the reporting actions of the committee
- o Reports to the Vice Commander
- o Create and disseminate reports of the committees monthly meetings
- o Ensures the committee minutes and history are recorded and easily accessible
- 3 Person Board of Directors
 - o CSAFC will chair the Board.
 - o Treasurer, Secretary and the VCSAFC will be part of the Board.
 - Will meet just before regular meeting (or as needed if more is required)
 - o Any concerned citizen can be a Board of Directors' member.

Terms and limits

TBD

Committees

- Business Resource Committee
- VA/ Fort Polk Interface Committee
- Family Resource Committee
- Government Interface Committee
- Honors Committee

	APPROVED AND ADOPTED by the City Council of the City of Sulphur, Louisiana, on this day of	_, 2021.
ATTEST	JOY ABSHIRE, CHAIRMAN	
ARI ENE BLANCHARD Chairman	_	

RESOLUTION NO.	M-C SERIES
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Resolution appointing members to the Sulphur Armed Forces Commission for the City of Sulphur.

WHEREAS, the Sulphur Armed Forces Commission members are appointed as follows:

Gerrit Lawrence – Commander Houston Fruge – Lieutenant Commander Lisa Girot – Secretary

	APPROVED AND ADOPTED by the City Council of the City of Sulphur, Louisiana, on this day of	_, 2021
ATTEST	JOY ABSHIRE, Chairman	
ARLENE BLANCHARD, Chairman		

ORDINANCE NO. , M-C SERIES

ORDINANCE AUTHORIZING MAYOR MIKE DANAHAY ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE SULPHUR ARMED FORCES COMMISSION FOR FUNDING FOR COMMISSION ACTIVITIES.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Danahay to enter into a Cooperative Endeavor Agreement with the Sulphur Armed Forces Commission for funding for commission activities.

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

	APPROVED AND ADOPTED by City Council of the City of Sulphur, Louisiana, on this day of, 2021.
	JOY ABSHIRE, Chairman
I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this day of, 2021, at o'clockm.	I HEREBY CERTIFY that I have received from the Mayor at o'clockm. on this day of, 2021, the foregoing ordinance which has approved/vetoed by the Mayor.
ARLENE BLANCHARD, Clerk	ARLENE BLANCHARD, Clerk

State of Louisiana

COOPERATIVE ENDEAVOR AGREEMENT

Parish of Calcasieu

This Cooperative Endeavor Agreement is entered into between Sulphur Armed Forces Commission ("SAFC") and the CITY OF SULHPUR (hereinafter refereed 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;

WHEREAS, SAFC is a charitable organization designed to further activities for and provide recognition to veterans in the City, and to promote the community's relationship with the armed forces of the United States.

NOW, THEREFORE, IT IS HEREBY AGREED that:

- 1. Subject to the consents set forth hereinafter, to the extent that funds and personnel are available, assistance to the SAFC by the City may be provided to an annual Veterans' Day Celebration, Veteran's Recognition Ceremonies, public educational activities, or to any cooperative activities in conjunction with the U.S. Armed Forces.
- 2. No materials, supplies, assistance, equipment, or services pursuant to this Agreement shall be provided without the consent of the Mayor of the City, and any funds expended shall be limited to the amount available for such purposes in the City's budget, as adopted by the Sulphur City Council.

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.

SULPHUR ARMED FORCES COMMISSION	CITY OF SULPHUR
By:	By:
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, 2021.
Notary Public, Id. No	Notary Public, Id. No
Notary Printed Name	Notary Printed Name

ORDINANCE NO.	M-C SERIES

ORDINANCE AMENDING ORDINANCE NO. 1353, M-C SERIES, ADOPTED NOVEMBER 9, 2015 TO SET FORTH FEE FOR BORROW PITS AND PONDS.

BE IT ORDAINED by the City Councl of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Ordinance No. 1353, M-C Series, adopted November 9, 2015 to set forth fee for borrow pits and ponds as set forth in the table below:

Cost Schedule

0 - 300	\$0
301 – 1000	\$15.00
1001 – 2000	\$20.00
2001 – 3000	\$25.00
3001 – 5000	\$30.00
5001 – 10,000	\$35.00
10,001 – 25,000	\$50.00
25,001 – 26,000	\$100.00
26,001 – 150,000	\$101.25 – \$255.00
150,001 - 500,000	\$327.50 - \$1200.00
500,001 – UP	\$1201.50 - Up

In addition to permit fees, inspection fees for each craft on new or renovated commercial establishments will be as follows:

26,001 – 150,000 \$100.00 150,001 – 500,000 \$200.00 500,001 – UP \$300.00

<u>The following projects are "cost of job" permits (see cost schedule)</u> - Signs, paved parking, swimming pools, re-roofs, fences, gasoline tanks, remodeling, repairs and/or alterations

Demolition Permit

\$30.00	Demo-Commercial
\$15.00	Demo-Residential

Electrical Permit

\$15.00	Electrical Permit
\$15.00	Electrical-Pole Service
\$4.00	Electrical-Breaker Double Pole
\$8.00	Electrical-Breaker Quad Pole
\$2.00	Electrical-Breaker Single Pole
\$6.00	Electrical-Breaker Triple Pole
\$4.00	Electrical-Breaker Main
\$6.00	Electrical-Breaker Main 3 Phase

Fire Permit

\$80.00	Fire-Construction
\$80.00	Fire-Operation

Gas Permit

\$15.00	Gas Permit
\$1.00	Gas-Outlet
\$15.00	Gas-Pressure Test

House Moving Permit

\$100.00	House Moving
\$50.00	Site visit to determine approval of structure
	up to 30 mile radius

Mechanical Permit

\$15.00	Mechanical Inspect
\$15.00	Mechanical Permit-1 st Ton
\$2.00	Mechanical-Per Add'l ton

Mobile Home Permit

\$80.00	Mobile Home-DBL Wide Permit
\$40.00	Mobile Home-SGL Wide Permit
\$50.00	Site visit to determine approval of structure
	up to 30 mile radius

Plumbing Permit

\$15.00	Plumbing-Change sewer line	
\$15.00	Plumbing Permit	
\$5.00	Plumbing-A/C	
\$5.00	Plumbing-Bathtub	
\$5.00	Plumbing-Dishwasher	
\$5.00	Plumbing-Disposal	
\$5.00	Plumbing-Drink Fountain	
\$5.00	Plumbing-Grease Trap	
\$5.00	Plumbing-Hose Bib	
\$15.00	Plumbing-Inspection Fee	
\$5.00	Plumbing-Lavatories	
\$5.00	Plumbing-Refrigeration	
\$5.00	Plumbing-Sewer	
\$5.00	Plumbing-Shower/Floor Drain	
\$5.00	Plumbing-Sink	
\$5.00	Plumbing-Urinal	
\$5.00	Plumbing-Washing Machine	
\$5.00	Plumbing-Water Closet	
\$5.00	Plumbing-Water Heater	
\$5.00	Plumbing-Water Line	
\$30.00	Plumbing- Commercial Back-Flow	
\$60.00	Plumbing-Outside City Sewer Connection	
\$30.00	Plumbing-Outside City Sewer Inspection	

Portable Building Permit

\$40.00	Portable Bldg-over 12' Wide
\$15.00	Portable Bldg-under 12' Wide

<u>Grading</u>

\$50.00	Grading Permit
\$15.00	Portable Bldg-under 12'Wide

<u>**Demolition Bond**</u> (Cashier's Check or Money Order)

\$1000.00	Demolition Bond-Commercial
.10	Demolition Bond-Commercial Sq Ft
\$ 500.00	Demolition Bond-Residential

Borrow Pit and Pond

\$50.00-\$500.00 Depending on complexity of rev	view
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Other Fees

\$25.00	Re-inspection fee
\$50.00	Plan Review fee-Residential
\$60.00	Plan Review fee-Commercial
Double permit fee	"No Permit"
\$45.00	Generator Installation
Cost of Job + pre-construction inspection fee + final inspection fee (plan review fee if	Solar Panel
required)	
\$50.00	Change Contractor
\$50.00	Culvert Inspection Fee
\$50.00 (30 mile radius)	Any site visit required outside of city limits

\$50.00 (30 mile radius)	Any site visit required outside of city lim
	APPROVED AND ADOPTED by the City Council of the City of Sulphur, Louisiana, on this, 2021.
	JOY ABSHIRE, Chairman
I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this day of, 2021, at o'clockm.	I HEREBY CERTIFY that I have received from the Mayor at o'clockm. on this day of, 2021, the foregoing ordinance which has approved/vetoed by the Mayor.
ARLENE BLANCHARD, Clerk	ARLENE BLANCHARD, Clerk