

AGENDA
SULPHUR CITY COUNCIL MEETING
MONDAY, JANUARY 10, 2022, AT 5:30 P.M.

THERE WILL BE A REGULAR MEETING OF THE SULPHUR CITY COUNCIL **MONDAY, JANUARY 10, 2022, 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 Sulphur Armed Forces Commission. I01-22 (Mayor Danahay)
2. Extension for temporary housing in recreational vehicles due to damage caused by Hurricane Laura for the following addresses:
 - a. To extend temporary housing in a recreational vehicle at 116 Garden Street, in accordance with Ordinance No. 1693.
 - b. To extend temporary housing in a recreational vehicle at 211 West Lincoln Street, in accordance with Ordinance No. 1693.
 - c. To extend temporary housing in a recreational vehicle at 824 Miller Street, in accordance with Ordinance No. 1693.
 - d. To extend temporary housing in a recreational vehicle at 2313 Royal Oak Lane, in accordance with Ordinance No. 1693.
3. PUBLIC HEARING on ordinance amending Chapter 14, Section 5 of the Code of Ordinances of the City of Sulphur – Manufactured home restrictions (City Council grant variance for square footage of manufactured home). ORD01-22 (Mayor Danahay)
4. PUBLIC HEARING on ordinance granting a variance to Regina Perry, 767 North Claiborne Street, to allow for a mobile home to be 590 square feet rather than the required 600 square feet. ORD02-22 (Dru Ellender)
5. PUBLIC HEARING on ordinance amending Chapter 17, Section 19 of the Code of Ordinances of the City of Sulphur – Piping Installation Standards. ORD03-22 (Mayor Danahay)

6. PUBLIC HEARING on ordinance authorizing Mayor Danahay to enter into a Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury to accept ownership of a parcel of property located at 2392 Tammy Drive.
ORD04-22 (Mayor Danahay)
7. PUBLIC HEARING on ordinance authorizing Mayor Danahay to enter into a Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury to accept ownership of a parcel of property located at 1030 Invader Street.
ORD05-22 (Mayor Danahay)
8. PUBLIC HEARING on ordinance authorizing Mayor Danahay to enter into a Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury to accept ownership of a parcel of property located at 2325 Timberlane Drive.
ORD06-22 (Mayor Danahay)
9. PUBLIC HEARING on ordinance authorizing Mayor Danahay to enter into a Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury to accept ownership of a parcel of property located at 2329 Timberlane Drive.
ORD07-22 (Mayor Danahay)
10. PUBLIC HEARING on ordinance declaring certain movable property of the City of Sulphur and providing for the disposal thereof (miscellaneous items).
ORD08-22 (Mayor Danahay)
11. PUBLIC HEARING on ordinance authorizing Mayor Mike Danahay to enter into a Cooperative Endeavor Agreement with multiple entities for the SWLA Sexual Assault Nurse Examiner (S.A.N.E.) Program. ORD09-22 (Mayor Danahay)
12. INTRODUCTION OF ORDINANCE authorizing Mayor Danahay to enter into a Cooperative Endeavor Agreement with the Department of the Treasury, State of Louisiana to receive allocated funds for Water Well No. 13 (North Water Well).
ORD10-22 (Mayor Danahay)
13. INTRODUCTION OF ORDINANCE authorizing the acquisition of property located at 799 West Burton Street from Denise Pitrucha. ORD11-22 (Mayor Danahay)
14. INTRODUCTION OF ORDINANCE authorizing the sale of property located at 799 West Burton Street. ORD12-22 (Mayor Danahay)
15. RESOLUTION awarding low bid for A9-21033-Sulphur Wastewater Plant Phase 1 SBR Process Improvements – Installation of Decant Control Butterfly Valves.
RES01-22 (Mayor Danahay)
16. RESOLUTION accepting Substantial Completion for the Ruth/Huntington Overlay Project (H.011838). RES02-22 (Mayor Danahay)

17. RESOLUTION authorizing the advertisement of bids for Mimosa Heights Phase 2 Street Improvements. RES03-22 (Mayor Danahay)
18. RESOLUTOIN accepting application from Sulphur Towing, LLC, for an Emergency Auto Wrecker Service for light duty and setting public hearing date. RES04-22 (Mayor Danahay)
19. RESOLUTION approving liquor licenses for 2022. RES05-22 (Mayor Danahay)
20. RESOLUTION repealing Resolution No. 2396, M-C Series, adopted June 13, 2011, which authorized the Mayor to enter into a Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury for a satellite office for Registrar of Voters. RES06-22 (Mayor Danahay)
21. 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, February 14, 2022, at 5:30 p.m. in the Council Chambers located at 500 North Huntington Street, Sulphur, LA.

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AMENDING CHAPTER 14, SECTION 5 OF THE CODE OF
ORDINANCES OF THE CITY OF SULPHUR – MANUFACTURED HOME
RESTRICTIONS.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Chapter 14, Section 5 of the Code of Ordinances of the City of Sulphur – Manufactured home restrictions to read as follows:

Sec. 14-5. Manufactured home restrictions.

(a) Every mobile/manufactured home situated on a lot or within a defined mobile/manufactured home park and/or mobile home district shall conform to the following minimum standards:

(1) Each mobile/manufactured home shall be a minimum size of six hundred (600) square feet.

The City Council may grant an application to decrease the minimum square feet after a public hearing to consider all relevant facts.

(2) Mobile/manufactured home shall have skirting in place within thirty (30) days of placement and prior to occupancy.

a. All skirting shall meet one (1) of the following requirements:

1. Manufactured skirting; or
2. Decorative metal, vinyl or plastic skirting; or
3. Vinyl or plastic lattice work skirting; or
4. Brick, mortar or other stone structure skirting.
5. Exclusion. Skirting made of wood products (including wooden lattice work) is excluded.

(3) Each mobile/manufactured home shall be inspected by the city inspection department for compliance with the provisions of this section and any other applicable city and/or state ordinance, which inspection shall include, in addition thereto, the following non-exclusive particulars:

a. The mobile/manufactured home is not in deplorable condition.

b. The siding and roof are in such condition that is structurally and aesthetically sound. To be considered aesthetically sound, there must be:

1. No evidence of rotting or weathered components.
2. No dual roofing or "roofcap" system installed (an alteration by installing a second roof structure over the factory built or original structure) prior to transport.
3. No exterior staining or discoloration in excess of five (5) percent of the exterior surface area.
4. No evidence of other similar type of defects.

c. The underside of the mobile/manufactured home is secure to prevent any underhanging insulation and/or piping so as to prevent animals running at large from residing therein.

d. Windows are not broken or missing.

e. All entry and exit doors are operable.

f. Flooring shall be structurally sound.

g. The skirting meets one (1) of the requirements of [subsection] 14-5(a)(2)a.1, 2, 3, or 4.

h. Foundations for mobile/manufactured homes must comply with Louisiana Manufactured Home Division.

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- i. Skirting shall extend from the bottom of the mobile/manufactured home to the ground.
 - j. Skirting shall cover all four (4) sides of the mobile/manufactured home.
 - k. All mobile/manufactured homes shall be securely fastened, anchored or tied down in a suitable fashion consistent with normally acceptable standards in mobile/manufactured home industry.
 - l. All mobile/manufactured homes shall be connected with city sewer, water, electrical and/or gas power in accordance with applicable city and/or state ordinance.
 - m. A travel trailer or motor home shall not be used as a primary or rental domicile.

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 _____
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'clock ____m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received
from the Mayor at ____ o'clock ____m.
on this _____ day of _____,
2021, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ORDINANCE NO. M-C SERIES

ORDINANCE GRANTING A VARIANCE TO REGINA PERRY, 767 NORTH CLAIBORNE STREET, TO ALLOW FOR A 590 SQUARE FOOT MOBILE HOME RATHER THAN THE REQUIRED 600 SQUARE FOOT.

WHEREAS, in accordance with Chapter 14-5 (a) (1) of the Code of Ordinances of the City of Sulphur, Louisiana, a mobile/manufactured home shall be a minimum size of six hundred (600) square feet.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a variance to Regina Perry, 767 North Claiborne Street, to allow for a 590 square foot mobile home rather than the required 600 square foot for the following described property:

COM 1743 FT N AND 30 FT W OF SE COR E ½ E ½ SE 28.9.10 TH N 33 FT W 116 FT ETC

This variance is granted by the City of Sulphur and may be withdrawn by the City of Sulphur should said variance 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 variance, 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 variance the owner of this variance shall be responsible for the recordation thereof, with the Clerk of Court, Calcasieu Parish, Louisiana, and shall provide the City of Sulphur a receipt evidencing recordation within 10 days of the effective date of this variance.

No work shall commence until all applicable permits are obtained. In the event work is commenced prior to obtaining all applicable permits, this variance 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 variance to Regina Perry, 767 North Claiborne Street, to allow for a 590 square foot mobile home rather than the required 600 square foot.

APPROVED AND ADOPTED by
the City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____, 2021.

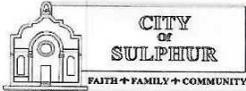
JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this _____ day of _____, 2021, 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 _____, 2021, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk



CITY OF SULPHUR
APPLICATION FOR

DEVELOPMENT APPROVAL - VARIANCE

Date Received 10/27/21

\$50.00 Fee (Non-Refundable) pd.
(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 BZA APPROVES/DISAPPROVES, APPLICANT MUST REMOVE SIGN FROM PROPERTY
Print Name Regina L. Perry Date 10/27/21

PROPERTY OWNER INFORMATION
Name of Property Owner Regina L. Perry
(Owner must provide proof of ownership such as property tax record or recorded deed)
Mailing Address: 767 N. Claiborne St. Email: regina 9254@bellsouth.net
Phone Number (H) 337-532-8608 (W) same (C) same

PROPERTY INFORMATION
Location Address: 767 N. Claiborne St. Sulphur, LA 70663
Present Zoned Classification: residential-mixed

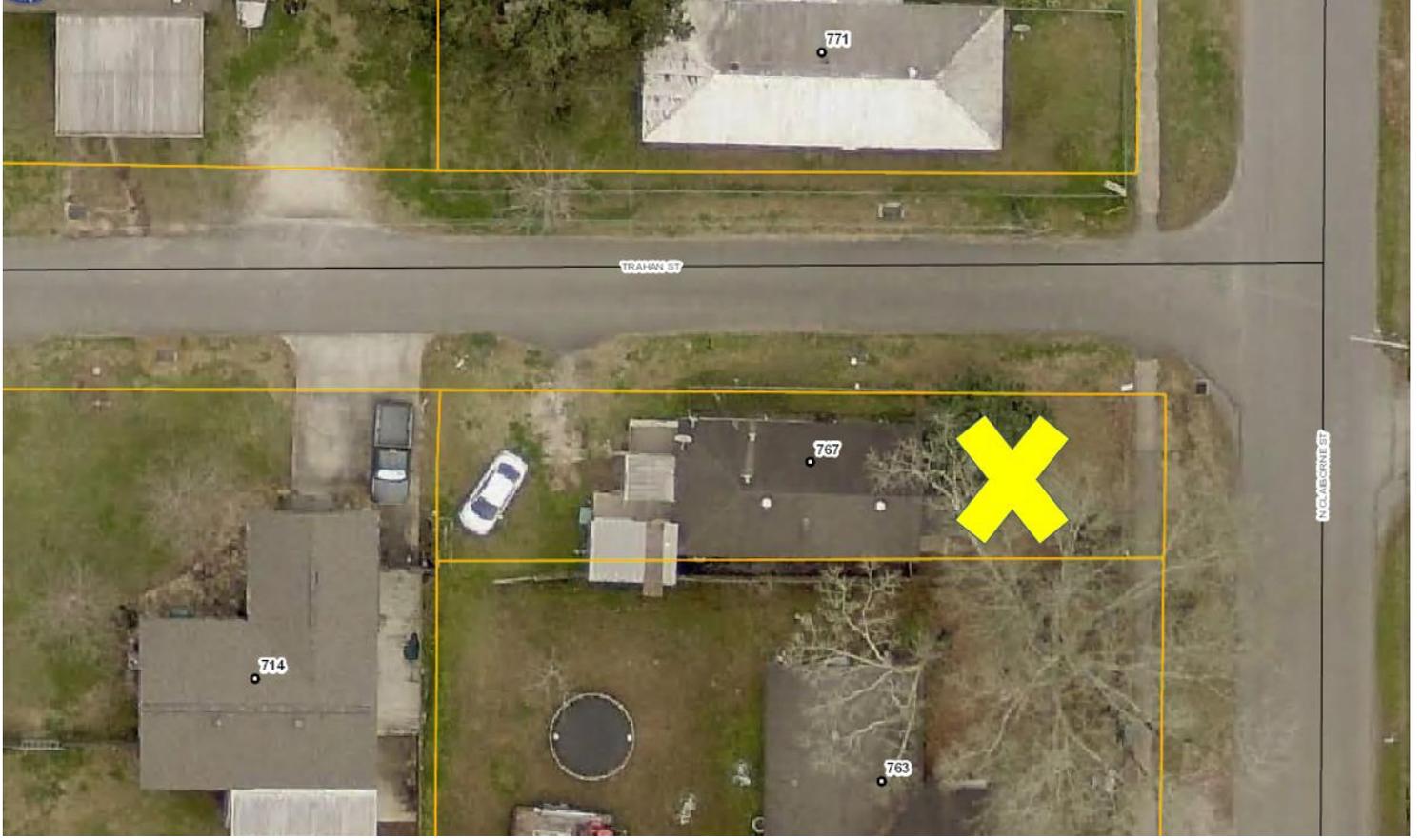
LEGAL DESCRIPTION FROM ABSTRACT OR TAX RECORD (PRINT NEATLY OR TYPE)
see attachment

DO YOU CURRENTLY HAVE ANY PENDING VIOLATION WITH ANY ORDINANCE OF THE CITY OF SULPHUR **YES** **NO**
YOU, OR A REPRESENTATIVE, MUST ATTEND THE BOARD OF ZONING ADJUSTMENT MEETING INITIAL RG

VARIANCE REQUEST INFORMATION
Purpose of Variance Request: To allow a 590 sq foot mobile home rather than the required 600 sq ft.

I do hereby understand that no petition for a change in the classification of property shall be filed unless such petition is duly signed and acknowledged by the owners of authorized agents of not less than fifty (50) percent of the area of land for which a change of classification is requested; provided however, that where any lot located in the aforesaid area is owned in division, all co-owners must sign the petition for that lot to be included in the fifty (50) percent area provision, as stated in the City of Sulphur Land Use Ordinance, Number 541, M-C Series.
Further, I do certify that the property for which the above request is being made does not hold any restrictions or covenants that would be in conflict with said request.
Furthermore, I, the applicant agree to dispose of the Board of Zoning Adjustment sign(s) placed on my property after the hearing.
Applicant Signature Regina L. Perry Date: 10/27/21

| | Yes | No | N/A |
|---|-------------------------------------|-------------------------------------|--------------------------|
| 1. Is site located within the City Limits? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Will the proposed use be a nuisance to the surrounding area because of odors, vibrations, unsightly areas or other unwarranted elements? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Is the capacity of the road and off-street parking facilities adequate for use by the proposed development? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Will the location be served by a fire protection? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Can the proposed development be expected to adversely affect the character/aesthetics of the area involved? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Is property within a designated flood hazard area? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Flood zone classification _____ bfe _____ ft. | | | |





SEE PAGE 3 FOR AMENDMENT

ORDINANCE NO.

M-C SERIES

ORDINANCE AMENDING CHAPTER 17, SECTION 19 OF THE CODE OF ORDINANCES OF THE CITY OF SULPHUR – PIPING INSTALLATION STANDARDS.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Chapter 17, Section 19 of the Code of Ordinances of the City of Sulphur to read as follows:

Sec. 17-19. Piping installation standards.

The standards for the installation of pipelines on city streets, roads and rights-of-way shall be as follows:

(1) *General.*

- a. All materials and workmanship shall conform to accepted standards practices.
- b. All safety precautions for the protection of the traveling public must be observed. Undue delay to traffic will not be tolerated.
- c. All excavations within the limits of the right-of-way shall be backfilled and tamped in six-inch layers. Where sod is removed or destroyed, it shall be replaced. Where it is necessary to make excavations in the shoulders, the top six (6) inches of backfill shall be sand, clay, gravel or equivalent.
- d. Protruding valves and other fittings shall not be installed at any point within the back of side ditches of the streets or public roads.
- e. A guarantee deposit to ensure the satisfactory completion of the work shall accompany the application for permit. This deposit shall be in the form of a certified check made payable to the city. The amount of the guarantee deposit shall be calculated in accordance with schedules given below. No inspection fee is charged and the guarantee deposit will be refunded promptly upon receipt of notice from the director of public works that the work has been satisfactorily completed.
- f. It shall be the duty of the permittee to restore the street, sidewalk, avenue, lane, alley or right-of-way to the original condition within such reasonable time as the director of public works shall order and such restoration shall be done in a good and workmanlike manner and to the satisfaction of the director of public works. In the event of the refusal or neglect by the permittee to make the repairs in not less than two (2) days and not more than ten (10) days from the date permittee is notified by the director of public works as he shall direct, the director of public works shall cause the repairs necessary to restore the proper grade and original condition of the street, sidewalk, avenue, lane, alley, or right-of-way to be made

and the cost of the repair shall be deducted from the guarantee deposit of permittee.

- g. If the deductions from the guarantee deposit on this account exceed sixty (60) percent of the total amount deposited, the permission herein provided shall automatically terminate unless and until the permittee deposits an additional sum to bring the guarantee deposit up to the amount originally required in the application.

(2) *Parallel to the street or public road.* Pipelines paralleling the street or public road:

- a. Shall occupy the last two (2) feet of the right-of-way back of the ditch except where, upon showing of actual necessity, a permit is issued for another location;
- b. Shall have a minimum earth cover of eighteen (18) inches;
- c. Shall have a minimum clearance of eighteen (18) inches below existing or proposed drainage structures.

(3) *Deposit.* The amount of guarantee deposit required in connection with permits for pipelines parallel to the street shall be calculated from the attached schedule:

| <i>Length of pipeline (ft.)</i> | <i>Size</i> | <i>Amount of deposit</i> |
|---------------------------------|--------------|---------------------------------------|
| 100 or less | All | \$50.00 |
| 100 to 200 | All | 50.00 |
| Over 200 | All | 20.00 per 100 ft. or fraction thereof |
| Over 1 mile | Less than 8" | 1000.00 per mile |
| Over 1 mile | 8" or larger | 2000.00 per mile |

The amount in no case to be less than fifty dollars (\$50.00).

(4) *Cross the street or public road.*

- a. Pipelines shall have an earth cover of not less than twenty-four (24) inches below the flow line of side ditches.
- b. Crossings shall be made at as nearly right angles to the street or public road as possible. No existing drainage structure under the street or public road may be used for this purpose.
- c. The amount of guarantee deposit required in connection with pipelines crossing the street or public roads shall be calculated at the rate of twenty dollars (\$20.00) per inch diameter, or fraction thereof, of the casing. For example to install a six-inch line in a ten-inch casing the amount of deposit would be two hundred dollars (\$200.00).
- d. Construction methods used shall be in accordance with the following requirements:
 - 1. During construction, suitable barriers shall be erected on the shoulders and proper precautions taken to prevent accidents and delay to traffic.

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2. Casings or pipelines may be laid by open-cut method.
 3. In cases where the street or public road is cut, the surfacing, which shall be protected from mixture with other material, shall be replaced in as good condition as previous, after trench has been backfilled and tamped in six-inch layers. If additional surfacing material is necessary to restore road to its original condition, it shall be furnished and placed by permittee.
 4. During construction, one-half of the road shall be cut and bridged. The permittee shall make provision for watchmen to direct traffic and to supply warning signs, flags and lights.
- (5) *Type of piping.* **Shall comply with the most recent ASTM F2648.** ~~When owner of property procures piping, the City of Sulphur will install. Piping material is as follows:~~
- a. ~~Corrugated metal, either coated or aluminized steel.~~
 - b. ~~16 gauge reinforced concrete pipe (RCP).~~

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

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2021.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2021, 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 _____,
2021, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ORDINANCE NO. _____ M-C SERIES

ORDINANCE AUTHORIZING MAYOR MIKE DANAHAY TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE CALCASIEU PARISH POLICE JURY TO ACCEPT OWNERSHIP OF A PARCEL OF PROPERTY LOCATED AT 2392 TAMMY DRIVE.

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 enter into a Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury to accept ownership of a parcel of property located at 2392 Tammy Drive.

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 _____ day of _____, 2021, 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 _____, 2021, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

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

STATE OF LOUISIANA
PARISH OF CALCASIEU

THIS AGREEMENT is hereby made and entered into this _____ day of _____ 2021, by and between the CALCASIEU PARISH POLICE JURY, hereinafter referred to as "PARISH" or the "TRANSFEROR," a political subdivision of the State of Louisiana, represented herein by its duly authorized President, Brian Abshire, and the CITY OF SULPHUR, hereinafter referred to as "CITY" or the "TRANSFeree," a political subdivision of the State of Louisiana, and represented herein by its duly authorized Mayor, Michael Danahay, who do declare and agree as follows:

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;"

WHEREAS, the PARISH is the owner, of a one hundred percent (100%) ownership interest in a property located at 2392 Tammy Drive, Sulphur, Louisiana, a parcel of land described as follows:

The West 65 feet of Lot 20 and the East 15 feet of Lot 21, Block 10 of Rose Park Subdivision No. 4, as per plat recorded in Plat Book 13, Page 40, records of Calcasieu Parish, Louisiana., Calcasieu Parish, Louisiana.

WHEREAS, this property was acquired pursuant to Hazard Mitigation Federal Grant number 1603-019-0017 and is located in the municipal boundary of the CITY; and

WHEREAS, both parties to this agreement have an individual and collective public interest in providing facilities for the citizens of Calcasieu Parish to enjoy for recreational purposes and to enhance the quality of life for all the citizens in accordance with the deed restriction included in Exhibit A; and

WHEREAS, both parties agree that the transfer of this tract by the PARISH to the CITY will result in a public benefit which is not disproportionate to the consideration of this agreement and will fill a valid public purpose benefiting the general welfare of the citizens of both the PARISH and the CITY; and

WHEREAS, on November 24, 2020, FEMA authorized the PARISH to transfer its full ownership interest in a property located at 2392 Tammy Drive, Sulphur, Louisiana to the CITY, subject to those restrictive covenants set forth in Exhibit A.

NOW THEREFORE, for the consideration as stated in this cooperative endeavor agreement between the PARISH and the CITY, the PARISH, as the TRANSFEROR, does hereby grant, transfer, and convey unto the CITY, as the TRANSFEREE, with full subrogation to all of the rights and actions of the TRANSFEROR against all former owners and transferors, the following described property, to-wit:

The property located at 2392 Tammy Drive, Sulphur, Louisiana, situated in the Parish of Calcasieu, State of Louisiana with the following legal description:

The West 65 feet of Lot 20 and the East 15 feet of Lot 21, Block 10 of Rose Park Subdivision No. 4, as per plat recorded in Plat Book 13, Page 40, records of Calcasieu Parish, Louisiana., Calcasieu Parish, Louisiana.

TO HAVE AND TO HOLD unto the CITY, as the TRANSFEREE, their heirs, successors and assigns forever. This transaction is given and accepted subject to any and all servitudes, restrictions, mineral leases and reservations on file and of record in Calcasieu Parish, Louisiana. All agreements and stipulations herein, and all of the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties and the TRANSFEREE, their heirs and assigns shall have and hold the described property in full ownership forever.

In consideration of the transfer of full ownership of the property, the CITY does hereby agree to assume all indices of ownership including the maintenance and care responsibilities for the property and to assume any and all legal liabilities which might arise as a result of the condition of the property at the time of this transfer. Without relinquishing the authority to control and enforce the land use and oversight terms and conditions set forth by 44 CFR Section 80.19 and noted in Exhibit A, the parties agree that the PARISH shall be relieved of any and all further duties or responsibility with regard to the property. The parties agree that this transfer of ownership is subject to any applicable enforcement procedures, requirements and actions of 44 CFR, and that this transfer of ownership is made without warranty of title or condition. It is agreed that the property will revert to the PARISH shall the CITY cease to exist or lose its eligible status as defined in 44 CFR Part 80.19. The CITY herein agrees to indemnify, hold harmless and defend the PARISH from and against all claims of whatsoever kind alleged to arise out of or be in connection with the condition of the premises after the date of the transfer of ownership of the property under this agreement.

THUS DONE AND SIGNED on the _____ day of _____ 2021, in Lake Charles, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

Witness Signature

Printed Witness Name

Witness Signature

Printed Witness Name

CALCASIEU PARISH POLICE JURY:

BY: _____
BRIAN ABSHIRE, PRESIDENT

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

THUS DONE AND SIGNED on the ____ day of _____ 2021,
in _____, Louisiana, and in the presence of the undersigned witnesses and Notary
Public, after a due reading of the whole.

WITNESSES:

Witness Signature

Printed Witness Name

Witness Signature

Printed Witness Name

CITY OF SULPHUR:

BY: _____
MICHAEL DANAHAY, MAYOR

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

EXHIBIT A

In reference to the property or properties ("Property") conveyed by the Deed between Pamela Jean Jones participating in the federally-assisted acquisition project ("the Grantor") and the Calcasieu Parish Police Jury, ("the Grantee"), its successors and assigns:

WHEREAS, The Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("The Stafford Act"), 42 U.S.C. §5121 et seq., identifies the use of disaster relief funds under §5170c, Hazard Mitigation Grant Program, including the acquisition and relocation of structures in the floodplain;

WHEREAS, the mitigation grant program provides a process for a local government, through the State, to apply for federal funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

WHEREAS, the Calcasieu Parish Police Jury has applied for and been awarded such funding from the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) for assistance from the Federal Emergency Management Agency (FEMA) and has entered into a mitigation grant program Grant Agreement dated August 14, 2009 with FEMA and herein incorporated by reference; making it a mitigation grant program grantee.

WHEREAS, the Property is located in Calcasieu Parish, and Calcasieu Parish participates in the National Flood Insurance Program and is in good standing with NFIP as of the date of the Deed;

WHEREAS, the Calcasieu Parish Police Jury, acting by and through the Calcasieu Parish Police Jury Officers, has applied for and been awarded federal funds pursuant to an agreement with GOHSEP dated April 30, 2018 "State-Local Agreement", and herein incorporated by reference, making it a mitigation grant program subgrantee;

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

Now, therefore, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Hazard Mitigation Grant Program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-Local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:
 - a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.
 - b. Structures. No new structures or improvements shall be erected on the Property other than:
 - i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;
 - ii. A public rest room; or
 - iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and

approved by the FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be floodproofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

- c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.
- d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.
 - i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.
 - ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional

Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:

a. The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or

b. At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.

2. Inspection. FEMA, its representatives and assigns including the State or Tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.

3. Monitoring and Reporting. Every three years on December 30th, the Grantee (mitigation grant program subgrantee), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the

Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.

4. Enforcement. The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:
 - a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.
 - i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.
 - ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:
 - a. Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.
 - b. Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

- c. Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.
5. Amendment. This agreement may be amended upon signatures of FEMA, the State, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.
6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

CALCASIEU PARISH POLICE JURY:

By: Jennifer H. Cobian
Jennifer H. Cobian
Sub-grantee's Authorized Representative

6/19/13
Date

WITNESSED BY:

By: Natasha Willis
Natasha Willis

By: Amber Downs
Amber Downs

Laurie T. Cormier
Notary Public

Laurie T. Cormier
Notary Printed/Stamped Name
and Identification Number



ORDINANCE NO. _____ M-C SERIES

ORDINANCE AUTHORIZING MAYOR MIKE DANAHAY TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE CALCASIEU PARISH POLICE JURY TO ACCEPT OWNERSHIP OF A PARCEL OF PROPERTY LOCATED AT 1030 INVADER STREET.

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 enter into a Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury to accept ownership of a parcel of property located at 1030 Invader Street.

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
____ day of _____,
2021, 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 _____,
2021, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

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

STATE OF LOUISIANA
PARISH OF CALCASIEU

THIS AGREEMENT is hereby made and entered into this _____ day of _____ 2021, by and between the CALCASIEU PARISH POLICE JURY, hereinafter referred to as "PARISH" or the "TRANSFEROR," a political subdivision of the State of Louisiana, represented herein by its duly authorized President, Brian Abshire, and the CITY OF SULPHUR, hereinafter referred to as "CITY" or the "TRANSFeree," a political subdivision of the State of Louisiana, and represented herein by its duly authorized Mayor, Michael Danahay, who do declare and agree as follows:

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;"

WHEREAS, the PARISH is the owner, of a one hundred percent (100%) ownership interest in a property located at 1030 Invader Street, Sulphur, Louisiana, a parcel of land described as follows:

Lots Fifteen (15), Sixteen (16) and Seventeen (17) of Block Two (2) of Starlin Subdivision No. 2, as per plat recorded in Plat Book 5, Page 77, of the records of Calcasieu Parish, Louisiana.

WHEREAS, this property was acquired pursuant to FEMA Flood Mitigation Assistance grant number FMA-PJ-06-LA-2017-022 and is located in the municipal boundary of the CITY; and

WHEREAS, both parties to this agreement have an individual and collective public interest in providing facilities for the citizens of Calcasieu Parish to enjoy for recreational purposes and to enhance the quality of life for all the citizens in accordance with the deed restriction included in Exhibit A; and

WHEREAS, both parties agree that the transfer of this tract by the PARISH to the CITY will result in a public benefit which is not disproportionate to the consideration of this agreement and will fill a valid public purpose benefiting the general welfare of the citizens of both the PARISH and the CITY; and

WHEREAS, on July 1, 2021, FEMA authorized the PARISH to transfer its full ownership interest in a property located at 1030 Invader Street, Sulphur, Louisiana to the CITY, subject to those restrictive covenants set forth in Exhibit A.

NOW THEREFORE, for the consideration as stated in this cooperative endeavor agreement between the PARISH and the CITY, the PARISH, as the TRANSFEROR, does hereby grant, transfer, and convey unto the CITY, as the TRANSFEREE, with full subrogation to all of the rights and actions of the TRANSFEROR against all former owners and transferors, the following described property, to-wit:

The property located at 1030 Invader Street, Sulphur, Louisiana, situated in the Parish of Calcasieu, State of Louisiana with the following legal description:

Lots Fifteen (15), Sixteen (16) and Seventeen (17) of Block Two (2) of Starlin Subdivision No. 2, as per plat recorded in Plat Book 5, Page 77, of the records of Calcasieu Parish, Louisiana.

TO HAVE AND TO HOLD unto the CITY, as the TRANSFEREE, their heirs, successors and assigns forever. This transaction is given and accepted subject to any and all servitudes, restrictions, mineral leases and reservations on file and of record in Calcasieu Parish, Louisiana. All agreements and stipulations herein, and all of the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties and the TRANSFEREE, their heirs and assigns shall have and hold the described property in full ownership forever.

In consideration of the transfer of full ownership of the property, the CITY does hereby agree to assume all indices of ownership including the maintenance and care responsibilities for the property and to assume any and all legal liabilities which might arise as a result of the condition of the property at the time of this transfer. Without relinquishing the authority to control and enforce the land use and oversight terms and conditions set forth by 44 CFR Section 80.19 and noted in Exhibit A, the parties agree that the PARISH shall be relieved of any and all further duties or responsibility with regard to the property. The parties agree that this transfer of ownership is subject to any applicable enforcement procedures, requirements and actions of 44 CFR, and that this transfer of ownership is made without warranty of title or condition. It is agreed that the property will revert to the PARISH shall the CITY cease to exist or lose its eligible status as defined in 44 CFR Part 80.19. The CITY herein agrees to indemnify, hold harmless and defend the PARISH from and against all claims of whatsoever kind alleged to arise out of or be in connection with the condition of the premises after the date of the transfer of ownership of the property under this agreement.

THUS DONE AND SIGNED on the ____ day of _____ 2021, in Lake Charles, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

Witness Signature

Printed Witness Name

Witness Signature

Printed Witness Name

CALCASIEU PARISH POLICE JURY:

BY: _____
BRIAN ABSHIRE, PRESIDENT

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

THUS DONE AND SIGNED on the ____ day of _____ 2021,
in _____, 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 DANAHAY, MAYOR

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

EXHIBIT A

In reference to the property or properties ("Property") conveyed by the Deed between Jeffery Scott Bushnell and Pamela Bushnell participating in the federally-assisted acquisition project ("the Grantor") and the Calcasieu Parish Police Jury, ("the Grantee"), its successors and assigns:

WHEREAS, the Flood Mitigation Assistance Program, as authorized in the National Flood Insurance Reform Act of 1994, Sections 1366 and 1367, (42 USC §§ 4104c, 4104d), identifies the use of FMA funds for planning and carrying out activities designed to reduce the risk of flood damage to structures insurable under the National Flood Insurance Program;

WHEREAS, the mitigation grant program provides a process for a local government, through the State, to apply for federal funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

WHEREAS, the Calcasieu Parish Police Jury has applied for and been awarded such funding from the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) for assistance from the Federal Emergency Management Agency (FEMA) and has entered into a mitigation grant program Grant Agreement dated August 1, 2017 with FEMA and herein incorporated by reference; making it a mitigation grant program grantee.

WHEREAS, the Property is located in Calcasieu Parish, and Calcasieu Parish participates in the National Flood Insurance Program and is in good standing with NFIP as of the date of the Deed;

WHEREAS, the Calcasieu Parish Police Jury, acting by and through the Calcasieu Parish Police Jury Officers, has applied for and been awarded federal funds pursuant to an agreement with GOHSEP dated August 9, 2017 "State-Local Agreement", and herein incorporated by reference, making it a mitigation grant program subgrantee;

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

Now, therefore, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Hazard Mitigation Grant Program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-Local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:
 - a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.
 - b. Structures. No new structures or improvements shall be erected on the Property other than:
 - i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;
 - ii. A public rest room; or
 - iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and

approved by the FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be floodproofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

- c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.
- d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.
 - i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.
 - ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional

Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:

a. The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or

b. At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.

2. **Inspection.** FEMA, its representatives and assigns including the State or Tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.

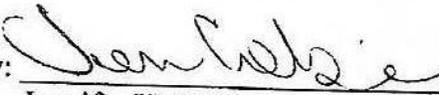
3. **Monitoring and Reporting.** Every three years on December 30th, the Grantee (mitigation grant program subgrantee), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the

Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.

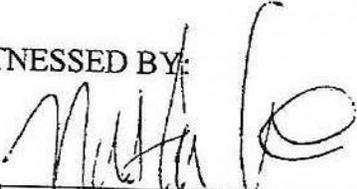
4. Enforcement. The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:
 - a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.
 - i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.
 - ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:
 - a. Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.
 - b. Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

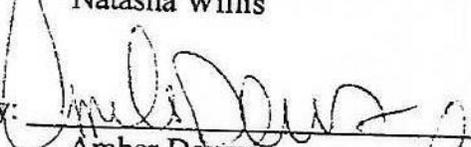
- c. Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.
- 5. Amendment. This agreement may be amended upon signatures of FEMA, the State, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.
- 6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

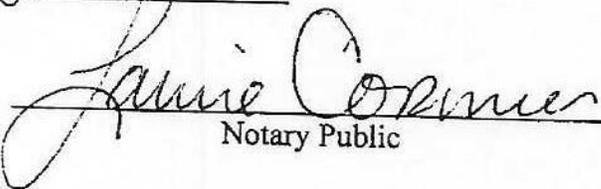
CALCASIEU PARISH POLICE JURY:

By: 
Jennifer H. Cobian
Sub-grantee's Authorized Representative

2/13/19
Date

WITNESSED BY:
By: 
Natasha Willis

By: 
Amber Downs


Notary Public

LAURIE T. CORMIEF
NOTARY ID #40866

Laurie Cormier
Notary Printed/Stamped Name
and Identification Number

ORDINANCE NO. _____ M-C SERIES

ORDINANCE AUTHORIZING MAYOR MIKE DANAHAY TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE CALCASIEU PARISH POLICE JURY TO ACCEPT OWNERSHIP OF A PARCEL OF PROPERTY LOCATED AT 2325 TIMBERLANE DRIVE.

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 enter into a Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury to accept ownership of a parcel of property located at 2325 Timberlane Drive.

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 _____ day of _____, 2021, 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 _____, 2021, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

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

STATE OF LOUISIANA
PARISH OF CALCASIEU

THIS AGREEMENT is hereby made and entered into this _____ day of _____ 2021, by and between the CALCASIEU PARISH POLICE JURY, hereinafter referred to as "PARISH" or the "TRANSFEROR," a political subdivision of the State of Louisiana, represented herein by its duly authorized President, Brian Abshire, and the CITY OF SULPHUR, hereinafter referred to as "CITY" or the "TRANSFeree," a political subdivision of the State of Louisiana, and represented herein by its duly authorized Mayor, Michael Danahay, who do declare and agree as follows:

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;"

WHEREAS, the PARISH is the owner, of a one hundred percent (100%) ownership interest in a property located at 2325 Timberlane Drive, Sulphur, Louisiana, a parcel of land described as follows:

Commencing at a point 430 feet East of the West Quarter Corner of Section 1, Township 10 South, Range 10 West, thence running East 80 feet, thence North 140 feet to the South right-of-way of Timberlane Street, thence West along South line of Timberlane Street 80 feet, thence South 140 feet to the point of commencement.

AND

Commencing at a point 510 feet East of the West Quarter Corner of Section 1, Township 10 South, Range 10 West, Louisiana Meridian, thence run East 30 feet; thence North 140 feet, thence West 30 feet, thence South 140 feet, to the point of commencement.

WHEREAS, this property was acquired pursuant to FEMA Flood Mitigation Assistance grant number FMA-PJ-06-LA-2017-022 and is located in the municipal boundary of the CITY; and

WHEREAS, both parties to this agreement have an individual and collective public interest in providing facilities for the citizens of Calcasieu Parish to enjoy for recreational purposes and to enhance the quality of life for all the citizens in accordance with the deed restriction included in Exhibit A; and

WHEREAS, both parties agree that the transfer of this tract by the PARISH to the CITY will result in a public benefit which is not disproportionate to the consideration of this agreement and will fill a valid public purpose benefiting the general welfare of the citizens of both the PARISH and the CITY; and

WHEREAS, on July 1, 2021, FEMA authorized the PARISH to transfer its full ownership interest in a property located at 2325 Timberlane Drive, Sulphur, Louisiana to the CITY, subject to those restrictive covenants set forth in Exhibit A.

NOW THEREFORE, for the consideration as stated in this cooperative endeavor agreement between the PARISH and the CITY, the PARISH, as the TRANSFEROR, does hereby grant, transfer, and convey unto the CITY, as the TRANSFEREE, with full subrogation to all of the rights and actions of the TRANSFEROR against all former owners and transferors, the following described property, to-wit:

The property located at 2325 Timberlane Drive, Sulphur, Louisiana, situated in the Parish of Calcasieu, State of Louisiana with the following legal description:

Commencing at a point 430 feet East of the West Quarter Corner of Section 1, Township 10 South, Range 10 West, thence running East 80 feet, thence North 140 feet to the South right-of-way of Timberlane Street, thence West along South line of Timberlane Street 80 feet, thence South 140 feet to the point of commencement.

AND

Commencing at a point 510 feet East of the West Quarter Corner of Section 1, Township 10 South, Range 10 West, Louisiana Meridian, thence run East 30 feet; thence North 140 feet, thence West 30 feet, thence South 140 feet, to the point of commencement.

TO HAVE AND TO HOLD unto the CITY, as the TRANSFEREE, their heirs, successors and assigns forever. This transaction is given and accepted subject to any and all servitudes, restrictions, mineral leases and reservations on file and of record in Calcasieu Parish, Louisiana. All agreements and stipulations herein, and all of the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties and the TRANSFEREE, their heirs and assigns shall have and hold the described property in full ownership forever.

In consideration of the transfer of full ownership of the property, the CITY does hereby agree to assume all indices of ownership including the maintenance and care responsibilities for the property and to assume any and all legal liabilities which might arise as a result of the condition of the property at the time of this transfer. Without relinquishing the authority to control and enforce the land use and oversight terms and conditions set forth by 44 CFR Section 80.19 and noted in Exhibit A, the parties agree that the PARISH shall be relieved of any and all further duties or responsibility with regard to the property. The parties agree that this transfer of ownership is subject to any applicable enforcement procedures, requirements and actions of 44 CFR, and that this transfer of ownership is made without warranty of title or condition. It is agreed that the property will revert to the PARISH shall the CITY cease to exist or lose its eligible status as defined in 44 CFR Part 80.19. The CITY herein agrees to indemnify, hold harmless and defend the PARISH from and against all claims of whatsoever kind alleged to arise out of or be in connection with the condition of the premises after the date of the transfer of ownership of the property under this agreement.

THUS DONE AND SIGNED on the ____ day of _____ 2021, in Lake Charles, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

Witness Signature

Printed Witness Name

Witness Signature

Printed Witness Name

CALCASIEU PARISH POLICE JURY:

BY: _____
BRIAN ABSHIRE, PRESIDENT

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

THUS DONE AND SIGNED on the ____ day of _____ 2021,
in _____, 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 DANAHAY, MAYOR

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

EXHIBIT A

In reference to the property or properties ("Property") conveyed by the Deed between Matthew Miller, participating in the federally-assisted acquisition project ("the Grantor"), and the Calcasieu Parish Police Jury, ("the Grantee"), its successors and assigns:

WHEREAS, the Flood Mitigation Assistance Program, as authorized in the National Flood Insurance Reform Act of 1994, Sections 1366 and 1367, (42 USC §§ 4104c, 4104d), identifies the use of FMA funds for planning and carrying out activities designed to reduce the risk of flood damage to structures insurable under the National Flood Insurance Program;

WHEREAS, the mitigation grant program provides a process for a local government, through the State, to apply for federal funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

WHEREAS, the Calcasieu Parish Police Jury has applied for and been awarded such funding from the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) for assistance from the Federal Emergency Management Agency (FEMA) and has entered into a mitigation grant program Grant Agreement dated August 1, 2017 with FEMA and herein incorporated by reference; making it a mitigation grant program grantee.

WHEREAS, the Property is located in Calcasieu Parish, and Calcasieu Parish participates in the National Flood Insurance Program and is in good standing with NFIP as of the date of the Deed:

WHEREAS, the Calcasieu Parish Police Jury, acting by and through the Calcasieu Parish Police Jury Officers, has applied for and been awarded federal funds pursuant to an agreement with GOHSEP dated August 9, 2017 "State-Local Agreement", and herein incorporated by reference, making it a mitigation grant program subgrantee;

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

Now, therefore, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Hazard Mitigation Grant Program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-Local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:
 - a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.
 - b. Structures. No new structures or improvements shall be erected on the Property other than:
 - i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;
 - ii. A public rest room; or
 - iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and

approved by the FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be floodproofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

- c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.
- d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.
 - i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.
 - ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional

Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

- iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:
 - a. The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or
 - b. At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.
 - iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.
2. Inspection. FEMA, its representatives and assigns including the State or Tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.
 3. Monitoring and Reporting. Every three years on December 30th, the Grantee (mitigation grant program subgrantee), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the

Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.

4. Enforcement. The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:
 - a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.
 - i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.
 - ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:
 - a. Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.
 - b. Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

- c. Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

- 5. Amendment. This agreement may be amended upon signatures of FEMA, the State, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

- 6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

CALCASIEU PARISH POLICE JURY:

By: *Jennifer H. Cobian*
Jennifer H. Cobian
Sub-grantee's Authorized Representative

1/16/19
Date

WITNESSED BY:

By: *Kristy Gott*
Kristy Gott

By: *Amber Downs*
Amber Downs

Natasha Willis
Notary Public

NATASHA WILLIS
NOTARY ID #153884

Notary Printed/Stamped Name
and Identification Number



ORDINANCE NO. _____ M-C SERIES

ORDINANCE AUTHORIZING MAYOR MIKE DANAHAY TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE CALCASIEU PARISH POLICE JURY TO ACCEPT OWNERSHIP OF A PARCEL OF PROPERTY LOCATED AT 2329 TIMBERLANE DRIVE.

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 enter into a Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury to accept ownership of a parcel of property located at 2329 Timberlane Drive.

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
____ day of _____,
2021, 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 _____,
2021, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

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

STATE OF LOUISIANA
PARISH OF CALCASIEU

THIS AGREEMENT is hereby made and entered into this _____ day of _____ 2021, by and between the CALCASIEU PARISH POLICE JURY, hereinafter referred to as "PARISH" or the "TRANSFEROR," a political subdivision of the State of Louisiana, represented herein by its duly authorized President, Brian Abshire, and the CITY OF SULPHUR, hereinafter referred to as "CITY" or the "TRANSFeree," a political subdivision of the State of Louisiana, and represented herein by its duly authorized Mayor, Michael Danahay, who do declare and agree as follows:

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;"

WHEREAS, the PARISH is the owner, of a one hundred percent (100%) ownership interest in a property located at 2329 Timberlane Drive, Sulphur, Louisiana, a parcel of land described as follows:

Beginning at a point 540 feet East of the West quarter corner of Section 1, Township 10, South, Range 10 West, thence North 165 feet, thence East 127 feet, thence Southwesterly 166.9 feet to point 101 feet East of the point of commencement, thence West 101 feet to point of commencement, Calcasieu Parish, Louisiana, together with all buildings and improvements situated thereon.

WHEREAS, this property was acquired pursuant to FEMA Flood Mitigation Assistance grant number FMA-PJ-06-LA-2017-022 and is located in the municipal boundary of the CITY; and

WHEREAS, both parties to this agreement have an individual and collective public interest in providing facilities for the citizens of Calcasieu Parish to enjoy for recreational purposes and to enhance the quality of life for all the citizens in accordance with the deed restriction included in Exhibit A; and

WHEREAS, both parties agree that the transfer of this tract by the PARISH to the CITY will result in a public benefit which is not disproportionate to the consideration of this agreement and will fill a valid public purpose benefiting the general welfare of the citizens of both the PARISH and the CITY; and

WHEREAS, on July 1, 2021, FEMA authorized the PARISH to transfer its full ownership interest in a property located at 2329 Timberlane Drive, Sulphur, Louisiana to the CITY, subject to those restrictive covenants set forth in Exhibit A.

NOW THEREFORE, for the consideration as stated in this cooperative endeavor agreement between the PARISH and the CITY, the PARISH, as the TRANSFEROR, does hereby grant, transfer, and convey unto the CITY, as the TRANSFEREE, with full subrogation to all of the rights and actions of the TRANSFEROR against all former owners and transferors, the following described property, to-wit:

The property located at 2329 Timberlane Drive, Sulphur, Louisiana, situated in the Parish of Calcasieu, State of Louisiana with the following legal description:

Beginning at a point 540 feet East of the West quarter corner of Section 1, Township 10, South, Range 10 West, thence North 165 feet, thence East 127 feet, thence Southwesterly 166.9 feet to point 101 feet East of the point of commencement, thence West 101 feet to point of commencement, Calcasieu Parish, Louisiana, together with all buildings and improvements situated thereon.

TO HAVE AND TO HOLD unto the CITY, as the TRANSFEREE, their heirs, successors and assigns forever. This transaction is given and accepted subject to any and all servitudes, restrictions, mineral leases and reservations on file and of record in Calcasieu Parish, Louisiana. All agreements and stipulations herein, and all of the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties and the TRANSFEREE, their heirs and assigns shall have and hold the described property in full ownership forever.

In consideration of the transfer of full ownership of the property, the CITY does hereby agree to assume all indices of ownership including the maintenance and care responsibilities for the property and to assume any and all legal liabilities which might arise as a result of the condition of the property at the time of this transfer. Without relinquishing the authority to control and enforce the land use and oversight terms and conditions set forth by 44 CFR Section 80.19 and noted in Exhibit A, the parties agree that the PARISH shall be relieved of any and all further duties or responsibility with regard to the property. The parties agree that this transfer of ownership is subject to any applicable enforcement procedures, requirements and actions of 44 CFR, and that this transfer of ownership is made without warranty of title or condition. It is agreed that the property will revert to the PARISH shall the CITY cease to exist or lose its eligible status as defined in 44 CFR Part 80.19. The CITY herein agrees to indemnify, hold harmless and defend the PARISH from and against all claims of whatsoever kind alleged to arise out of or be in connection with the condition of the premises after the date of the transfer of ownership of the property under this agreement.

THUS DONE AND SIGNED on the ____ day of _____ 2021, in Lake Charles, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

Witness Signature

Printed Witness Name

Witness Signature

Printed Witness Name

CALCASIEU PARISH POLICE JURY:

BY: _____
BRIAN ABSHIRE, PRESIDENT

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

THUS DONE AND SIGNED on the ____ day of _____ 2021, in _____, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

Witness Signature

Printed Witness Name

Witness Signature

Printed Witness Name

CITY OF SULPHUR:

BY: _____
MICHAEL DANAHAY, MAYOR

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

EXHIBIT A

In reference to the property or properties ("Property") conveyed by the Deed between Ricky Lee Vidrine participating in the federally-assisted acquisition project ("the Grantor") and the Calcasieu Parish Police Jury, ("the Grantee"), its successors and assigns:

WHEREAS, the Flood Mitigation Assistance Program, as authorized in the National Flood Insurance Reform Act of 1994, Sections 1366 and 1367, (42 USC §§ 4104c, 4104d), identifies the use of FMA funds for planning and carrying out activities designed to reduce the risk of flood damage to structures insurable under the National Flood Insurance Program;

WHEREAS, the mitigation grant program provides a process for a local government, through the State, to apply for federal funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

WHEREAS, the Calcasieu Parish Police Jury has applied for and been awarded such funding from the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) for assistance from the Federal Emergency Management Agency (FEMA) and has entered into a mitigation grant program Grant Agreement dated August 1, 2017 with FEMA and herein incorporated by reference; making it a mitigation grant program grantee.

WHEREAS, the Property is located in Calcasieu Parish, and Calcasieu Parish participates in the National Flood Insurance Program and is in good standing with NFIP as of the date of the Deed;

WHEREAS, the Calcasieu Parish Police Jury, acting by and through the Calcasieu Parish Police Jury Officers, has applied for and been awarded federal funds pursuant to an agreement with GOHSEP dated August 9, 2017 "State-Local Agreement", and herein incorporated by reference, making it a mitigation grant program subgrantee;

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

Now, therefore, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Hazard Mitigation Grant Program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-Local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:
 - a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.
 - b. Structures. No new structures or improvements shall be erected on the Property other than:
 - i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;
 - ii. A public rest room; or
 - iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and

approved by the FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be floodproofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

- c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.
- d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.
 - i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.
 - ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional

Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

- iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:
 - a. The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or
 - b. At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.
 - iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.
2. Inspection. FEMA, its representatives and assigns including the State or Tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.
 3. Monitoring and Reporting. Every three years on December 30th, the Grantee (mitigation grant program subgrantee), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the

Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.

4. Enforcement. The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:

a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.

i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:

a. Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.

b. Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

- c. Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.
- 5. Amendment. This agreement may be amended upon signatures of FEMA, the State, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.
- 6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

CALCASIEU PARISH POLICE JURY:

By: Jennifer H. Cobian
Jennifer H. Cobian
Sub-grantee's Authorized Representative

11/7/19
Date

WITNESSED BY:

By: Jammy Rousseau
Jammy Rousseau

By: Amber Downs
Amber Downs

Natasha Willis
Notary Public

NATASHA WILLIS
NOTARY ID #153884
Notary Printed/Stamped Name
and Identification Number



BE IT FURTHER ORDAINED that Mayor Mike Danahay is authorized to dispose of the above-mentioned surplus movable property and to sign all paperwork in connection therewith.

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

APPROVED AND ADOPTED by
the City Council of the City of Sulphur,
Louisiana, on this ____ day of
_____, 2021.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2021, 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 _____,
2021, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING MAYOR DANAHAY TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT FOR THE SEXUAL ASSAULT NURSE EXAMINER (S.A.N.E.) PROGRAM.

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 for the Sexual Assault Nurse Examiner (S.A.N.E.) Program with the following entities:

- Calcasieu Parish District Attorney’s Office
- Sheriff of Calcasieu Parish
- Calcasieu Parish Police Jury
- City of Lake Charles
- City of Westlake
- City of Vinton
- City of DeQuincy
- Town of Iowa
- Cameron Parish District Attorney’s Office
- Allen Parish District Attorney’s Office
- Beauregard Parish District Attorney’s Office
- Jefferson Davis Parish District Attorney’s Office
- Region V Office of Public Health (Health Unit)
- Calcasieu Cameron Hospital Service District
- Christus Ochsner Health Southwestern Louisiana d/b/a Christus Ochsner St. Patrick Hospital
- Christus Ochsner Health Southwestern Louisiana d/b/a Christus Ochsner Lake Area Hospital
- Jennings American Legion Hospital
- Beauregard Health System

BE IT FURTHER ORDAINED that this Agreement shall become effective January 1, 2022 through December 31, 2024.

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

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

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this _____ day of _____, 2022, 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 _____, 2022, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

STATE OF LOUISIANA

PARISH OF CALCASIEU

COOPERATIVE ENDEAVOR AGREEMENT

This Cooperative Endeavor Agreement is entered into between the undersigned parties.

WHEREAS, the parties are authorized to enter in such cooperative endeavor under Article 6, Section 20 and Article 7, Section 14 of the Louisiana Constitution of 1974;

WHEREAS, the parties have determined that the costs of this cooperative endeavor are commensurate with the benefits to be derived therefrom;

NOW THEREFORE, the parties enter into this cooperative endeavor under the following terms and conditions:

The parties enter into this cooperative endeavor in order to assist the Southwest Louisiana Sexual Assault Nurse Examiner Program to accomplish its mission which is described as follows:

The mission of the SWLA Sexual Assault Nurse Examiner (S.A.N.E.) Program is to meet the needs of the sexual assault victim. The program will provide immediate, unbiased, compassionate and comprehensive forensic evaluation and treatment by trained, professional nurse experts within the parameters of the State Nurse Practice Act, the S.A.N.E. Standards of the International Association of Forensic Nurses and agreement with the participating multi-disciplinary agencies.

The parties also enter in this cooperative endeavor to assist the S.A.N.E. Program which is geared toward victims of sexual assault in need of forensic examinations and medical care. This care includes (1) crisis intervention (2) evaluation and treatment of sexually-transmitted diseases (3) evaluation for risk of pregnancy (4) documentation and intervention in cases of injuries (5) referral for follow-up care and counseling (6) assurance of victim entrance into support systems (7) enhancement of the ability of law enforcement agencies to obtain evidence and (8) increasing the ability of prosecutors to investigate and successfully try offenders in sexual assault cases.

The parties hereto agree to assist in the funding of the S.A.N.E. Program as follows:

- The Calcasieu Parish District Attorney's Office shall provide funding in the amount of \$18,000.00 per year;
- The Sheriff of Calcasieu Parish shall provide funding in the amount of \$50,000.00 per year;
- The Calcasieu Parish Police Jury shall provide funding in the amount of \$50,000.00 per year;
- The City of Lake Charles shall provide funding in the amount of \$18,000.00 per year;
- The City of Westlake shall provide funding in the amount of \$5,000.00 per year;
- The City of Sulphur shall provide funding in the amount of \$8,000.00 per year;
- The City of Vinton shall provide funding in the amount of \$3,500.00 per year;
- The City of DeQuincy shall provide funding in the amount of \$3,000.00 per year;
- The Town of Iowa shall provide funding in the amount of \$3,000.00 per year;
- The Cameron Parish District Attorney's Office shall provide funding in the amount of \$3,000.00 per year;
- The Allen Parish District Attorney's Office shall provide funding in the amount of \$3,000.00 per year;
- The Beauregard Parish District Attorney's Office shall provide funding in the amount of \$3,000.00 per year;
- The Jefferson Davis Parish District Attorney's Office shall provide funding in the amount of \$3,000.00 per year;
- The Region V Office of Public Health (Health Unit) will provide meeting space;

- The Calcasieu Cameron Hospital Service District shall provide funding in the amount of \$3,000.00 per year;
- Christus Ochsner Health Southwestern Louisiana d/b/a Christus Ochsner St. Patrick Hospital shall provide funding in the amount of \$3,000.00 per year;
- Christus Ochsner Health Southwestern Louisiana d/b/a Christus Ochsner Lake Area Hospital shall provide funding in the amount of \$3,000.00 per year;
- Jennings American Legion Hospital shall provide funding in the amount of \$3,000.00 per year; and
- Beauregard Health System shall provide funding in the amount of \$3,000.00 per year.

The parties shall make their respective payments to the Calcasieu Parish District Attorney on behalf of Southwest Louisiana Hospital Association d/b/a Lake Charles Memorial Hospital. The Calcasieu Parish District Attorney shall promptly remit those payments to Southwest Louisiana Hospital Association d/b/a Lake Charles Memorial Hospital S.A.N.E. Program which shall keep these payments in a separate account subject to reasonable inspection by any party hereto. The Southwest Louisiana Hospital Association d/b/a Lake Charles Memorial Hospital S.A.N.E. Program shall use the funds provided by the parties hereto exclusively for salaries and expenses directly related to the S.A.N.E. Program. S.A.N.E. Program full-time nurses shall be entitled to full-time benefits to be provided by Southwest Louisiana Hospital Association d/b/a Lake Charles Memorial Hospital. S.A.N.E. Program part-time nurses shall be entitled to part-time benefits to be provided by Southwest Louisiana Hospital Association d/b/a Lake Charles Memorial Hospital.

This agreement shall be effective for a term of three (3) years beginning January 1, 2022 and shall be automatically renewed unless a party hereto gives notice to all the other parties in writing at least sixty (60) days in advance of the date on which this agreement expires that that party will not be renewing its participation in this agreement.

**Stephen C. Dwight, District Attorney of the
14th Judicial District (Calcasieu Parish)**

Tony Mancuso, Calcasieu Parish Sheriff

Stephen C. Dwight

Tony Mancuso

Witness Signature

Witness Signature

Witness Printed Name

Witness Printed Name

**Calcasieu Parish Police Jury by
Bryan C. Beam, Parish Administrator**

**City of Lake Charles, Louisiana by
Nicholas Hunter, Mayor**

Bryan C. Beam

Nicholas Hunter

Witness Signature

Witness Signature

Witness Printed Name

Witness Printed Name

City of Westlake by Robert Hardy, Mayor

Robert Hardy

Witness Signature

Witness Printed Name

City of Sulphur by Michael Danahay, Mayor

Michael Danahay

Witness Signature

Witness Printed Name

City of Vinton by Marcus Renfrow, Mayor

Marcus Renfrow

Witness Signature

Witness Printed Name

City of DeQuincy by Riley Smith, Mayor

Riley Smith

Witness Signature

Witness Printed Name

Town of Iowa by Paul Hesse, Mayor

Paul Hesse

Witness Signature

Witness Printed Name

**Cameron Parish District Attorney's Office
by W. Thomas Barrett, III, District Attorney**

W. Thomas Barrett, III

Witness Signature

Witness Printed Name

**Allen Parish District Attorney's Office
by Joe Green, District Attorney**

Joe Green

Witness Signature

Witness Printed Name

**Beauregard Parish District Attorney's Office
by James R. Lestage, District Attorney**

James R. Lestage

Witness Signature

Witness Printed Name

**Jefferson Davis Parish District Attorney's
Office by Elliott Cassidy, District Attorney**

Elliott Cassidy

Witness Signature

Witness Printed Name

**Region V Office of Public Health by
Lacey Cavanaugh, MD**

Lacey Cavanaugh, MD

Witness Signature

Witness Printed Name

**Calcasieu Cameron Hospital Service
District by Janie D. Fruge, CEO**

Janie D. Fruge

Witness Signature

Witness Printed Name

**Beauregard Health System by
Traci Thibodeaux, CEO**

Traci Thibodeaux

Witness Signature

Witness Printed Name

**Lake Charles Memorial Health System
d/b/a Lake Charles Memorial Hospital by
Devon Hyde, President & CEO**

Devon Hyde

Witness Signature

Witness Printed Name

**Christus Ochsner Health Southwestern
Louisiana d/b/a Christus Ochsner
St. Patrick Hospital by Kevin Holland, CEO**

Kevin Holland

Witness Signature

Witness Printed Name

**Jennings American Legion Hospital by
Dana Williams, CEO**

Dana Williams

Witness Signature

Witness Printed Name

**Southwest Louisiana S.A.N.E. Program by
Tammy Vincent, RN**

Tammy Vincent

Witness Signature

Witness Printed Name

**Christus Ochsner Health Southwestern
Louisiana d/b/a Christus Ochsner Lake
Area Hospital by Kevin Holland, CEO**

Kevin Holland

Witness Signature

Witness Printed Name

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING MAYOR DANAHAY TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE DEPARTMENT OF THE TREASURY, STATE OF LOUISIANA, TO RECEIVE ALLOCATED FUNDS FOR WATER WELL NO. 13 (NORTH WATER WELL).

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 Department of the Treasury, State of Louisiana to receive allocated funds for Water Well No. 13 (North Water Well).

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

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

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this _____ day of _____, 2022, 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 _____, 2022, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk



JOHN M. SCHRODER

LOUISIANA STATE TREASURER

(225) 342-0010
www.latreasury.com

P.O. Box 44154
Baton Rouge, LA 70804

December 10, 2021

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

RE: Act 119 of 2021 State Aid to Local Government Entities
CEA # 22-945-62

Dear Mayor Danahay:

Enclosed please find a copy of the executed Cooperative Endeavor Agreement between City of Sulphur and the Department of the Treasury, State of Louisiana.

In accordance with Section 2.2 of the agreement, you are required to submit quarterly completed Attachments C, D, D-1 (if appropriate) and invoices and/or check copies to substantiate the expenditures of these funds. This information must be organized, totaled and presented to Treasury by expense category as listed in the Budget on Attachment A of the agreement. Reimbursements will be made based on these reports.

Please note that the monies are to be expended within the terms of the contract.

If we can be of further assistance, please do not hesitate to contact Mr. James Kelly at (225) 219-0396.

Sincerely,

Laura Lapeze
Chief Financial Officer

LL:jk

Enclosure

CEA # 22-945-62

STATE OF LOUISIANA
COOPERATIVE ENDEAVOR AGREEMENT
(Line Item Appropriation)

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

ARTICLE I

WITNESSETH:

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

1.2 WHEREAS, Act 119 of 2021 Regular Legislative Session of the Louisiana Legislature, which was adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said Act 119 contains a line item appropriation within the Agency's budget for the benefit of City of Sulphur of which the sum of **FIVE HUNDRED THOUSAND & NO/100 (\$500,000) DOLLARS** has been allocated for this program/project, as set forth in the Attachment A Plan, which is attached to this Agreement and made a part hereof; 

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

1.4 WHEREAS, the public purpose is described as: Water Well No. 13 (North Water Well) for replacement of prior existing Water Well No. 3 and improvements to maintain the maximum daily capacity of the existing system and provide cleaner water for the citizens of Sulphur, LA.

1.5 WHEREAS, the Contracting Party has provided all required information in accordance with Act 119 of 2021 Regular Legislative Session, if applicable and the Governor's Executive Order JBE 2016 - 38 on accountability for line item appropriations; and is attached to this agreement and made part hereof by reference as "Attachment E.

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

ARTICLE II
SCOPE OF SERVICES

2.1 The Contracting Party shall: Improve the capacity of the existing water well system to better serve the community.

2.2 Deliverables: Construction of a new water well

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

2.3 Budget: The **Budget** for this project is incorporated herein as **Attachment B** which is attached hereto and made a part hereof by reference and shows all anticipated revenues and expenditures provided by this cooperative endeavor. The **Budget** for this project shall not exceed the total sum of FIVE HUNDRED THOUSAND & NO/100 (\$500,000) DOLLARS which sum shall be inclusive of all costs or expenses to be paid by the State in connection with the services to be provided under this agreement. This is the total sum that has been appropriated by the State for this program/project. No state funds shall be paid for any one phase of this Agreement that exceeds the **Budget** attached as "Attachment B", without the **prior** approval of the State. **Attachment B Page 2 - Staffing Chart** and **Attachment B Page 3 - Schedule of Professional and Other Contracting Services** are also attached hereto and made a part hereof by reference, and shall be fully completed by the Contracting Party for attachment to and inclusion as a part of this Agreement.

2.4 Disclosure and Certification Statement(s): **Attachment E - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of the Contracting Party. Additionally, the Contracting Party shall attach to this **Attachment E**, where applicable, the following: a) a copy of the board resolution authorizing execution of this Agreement on behalf of the Contracting Party, or other written authorization for such execution that may be appropriate, as the case may be; and, b) a copy of a Certificate of "Good Standing" from the Secretary of State. Additionally, as to all sub-contracting, sub-recipient parties shown and identified in **Attachment B Page 3** and any attachments thereto, **Attachment E-1 - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of each such sub-contracting, sub-recipient party, and shall have attached thereto, where applicable, the same attachments required for the Contracting Party in a) and b) of this paragraph. For public or quasi-public entities which are recipients under Act 119 of 2021 Regular Legislative Session and which are not budget units of the State, no funds shall be transferred unless said Contracting Party submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated use of the appropriation, an estimate of the duration of the project and a plan showing specific goal and objectives for the use of such funds, including measures of performance. This requirement will be met by Department of Treasury's submission of the approved budget (Attachment A and Attachment

B) to the Legislative Auditor. The Contracting Party shall provide written reports every quarter to the funding agency concerning the use of the funds and the specific goals and objectives for the use thereof.

2.5 The recipient assures that elected officials or their family members will not receive (directly or indirectly) any part of the funds awarded through this appropriation. State law defines “immediate family” as the term related to a public servant to mean children, the spouses of children, brothers and their spouses, sisters and their spouses, parents, spouse and the parents of a spouse. See R.S. 42:1111 et seq.

ARTICLE III **CONTRACT MONITOR**

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

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

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

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

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

ARTICLE IV
PAYMENT TERMS

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

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

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

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

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

4.3 Payments by the State under this Agreement will be allowed only for expenditures occurring between and including the dates of July 1, 2021 and June 30, 2022, and this project and all of the Contracting Party's services shall be completed by that date. Payment is contingent upon the availability

of sufficient collection of state sales tax revenues credited to the appropriate Fund and upon the approval of this Agreement by the Office of Contractual Review or other delegated authority. Notwithstanding any provision hereof to the contrary, the Attachment C-Progress Report and Attachment D-Cost Report for any reporting period ending June 30, 2022, MUST, under all circumstances, be received by the Agency no later than July 15, 2022, in order for the Contracting Party to receive payment for reimbursement of expenses incurred and set forth herein.

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

4.4 The Contract Monitor shall monitor disbursements on a monthly basis. Under circumstances such that the recipient entity has not demonstrated substantial progress towards goals and objectives, based on established measures of performance, further disbursements shall be discontinued until substantial progress is demonstrated or the entity has justified, to the satisfaction of the Agency, reasons for the lack of progress. If the Agency determines that the recipient failed to use the Line Item Appropriation within the estimated duration of the project or failed to reasonably achieve its specific goals and objectives, without sufficient justification, the Agency shall demand that any unexpended funds be returned to the state treasury within 45 days of the demand unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. Likewise, if the Contracting Party defaults on the Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana it shall be required to repay the State within 45 days of the demand, unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. For public or quasi-public entities which are recipients under Act 119 of 2021 Regular Legislative Session, the transferring Agency shall forward to the Legislative Auditor, the Division of Administration and the Joint Legislative Committee on the Budget a report showing specific data regarding compliance with this Section and collection of any unexpended funds. This report shall be submitted not later than May 1, 2022.

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

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

ARTICLE V
TERMINATION FOR CAUSE

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

ARTICLE VI
TERMINATION FOR CONVENIENCE

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

ARTICLE VII
OWNERSHIP

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

ARTICLE VIII
ASSIGNMENT

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

ARTICLE IX
FINANCIAL DISCLOSURE

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

ARTICLE X
AUDITOR'S CLAUSE

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

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

ARTICLE XI
AMENDMENTS IN WRITING

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

ARTICLE XII
FISCAL FUNDING CLAUSE

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

ARTICLE XIII
TERM OF CONTRACT

13.1 This Agreement shall begin on July 1, 2021 and shall terminate on June 30, 2022. Every effort should be made to complete the objectives of the agreement and incur approved expenses by June 30, 2022. There is no extension of the June 30, 2022 deadline without legislative action and approval.

ARTICLE XIV
DISCRIMINATION CLAUSE

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

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 8 day of December, 2021

WITNESSES:

DEPARTMENT OF THE TREASURY
STATE OF LOUISIANA

Sarah Mulhearn


Agency Head or designee

Jermaine D. Jones

Nancy Keaton
Print Name and Title

THUS DONE AND SIGNED AT Sulphur, Louisiana on the 02 day, of Nov., 2021

WITNESSES:

Contracting Party

Imah E. Jones

Michael E. Dandray
Authorized Person

Lena Oubodess

Michael Dandray, Mayor
Print Name and Title

ATTACHMENT A - PLAN

Act 119 of 2021 Regular Legislative Session

Schedule 20

NAME OF CONTRACTING PARTY:

City of Sulphur

NAME AND BRIEF NARRATIVE OF PROGRAM:

Verdine Water Plant North Water Well Replacement and Upgrade – Increase capacity of existing water system

Program Goals, Objectives, Expected Outcomes/Results Activities and Related Performance Measures (Duplicate pages as needed for each goal identified). What are the goals, objective(s), expected outcomes/results for this program: Indicate the goals/objectives for this program. Indicate the expected outcomes/results for each goal. Explain how each goal, objective, outcome/result is measured. Identify activities that will be implemented to achieve expected outcomes, the person(s) responsible for implementing the activity, and the expected completion date.

1. Program Goal (*Goals are the intended broad, long-term results. Goals are clear statements of the general end purposes toward which efforts are directed.*)

To replace the loss of a previously existing 50 year old well to maintain the maximum daily capacity requirements of the existing system and to provide a well water source with lower iron concentrations to the citizens of Sulphur, LA.

2. Program Objective(s) (*Objectives are intermediate outcomes--specific, measurable steps towards accomplishing the goal, that identify the expected outcomes and results. The program objective must include a percentage, a specific dollar amount or a number.*)

1. Design, construct, and install new one (1) water well by June 30, 2022

3. Relevant Activity (Activities) (*An activity is a distinct subset of functions or services within a program to meet the Program Objective.*)

Complete engineered design, bid project, acquire materials, construct water well, install 12" water main to connect to existing water treatment pressure filtration system.

4. Performance Measure(s) (*Measure the amount of products or services provided or number of customers served. Specific quantifiable measures of progress, results actually achieved and assess program impact and effectiveness. A Performance Measure must be designated as a percentage, a specific dollar amount or a number.*)

1. Number of water wells well designed, constructed, and installed

ATTACHMENT B

Page 1

Project Budget (2021-2022)

Act 119 of 2021 Regular Legislative Session

Schedule 20

City of Sulphur

Anticipated Income or Revenue

Sources (list all sources of revenue)

| | <u>Amounts</u> |
|--------------------------|-------------------|
| 1. Act 119 appropriation | \$ 500,000 |
| 2. | \$ |
| 3. | \$ |
| Total all sources | \$ 500,000 |

Anticipated Expenses

Expense Categories

| | <u>Total Amount</u> | <u>Amount Line Item</u> |
|---|-------------------------------|-------------------------------|
| | <i>(see Footnote 1 below)</i> | <u>Appropriation</u> |
| | | <i>(see Footnote 2 below)</i> |
| Gross Salaries(See Attachment B, Page 2) | \$ | \$ |
| Related Benefits (Employer share) | \$ | \$ |
| Travel | \$ | \$ |
| Operating Services: | | |
| Advertising | \$ | \$ |
| Printing | \$ | \$ |
| Insurance | \$ | \$ |
| Maintenance of Equipment | \$ | \$ |
| Maintenance of Office and Grounds | \$ | \$ |
| Rentals | \$ | \$ |
| Software licensing | \$ | \$ |
| Dues and Subscriptions | \$ | \$ |
| Telephones and Internet Service | \$ | \$ |
| Postage | \$ | \$ |
| Utilities | \$ | \$ |
| Other | \$ | \$ |
| Office Supplies | \$ | \$ |
| Professional & Contract Services | \$ 500,000 | \$ 500,000 |
| (See Attachment B, Page 3) | | |
| Other Charges (See Attachment B, Page 4) | \$ | \$ |
| Acquisitions & Major Repairs | \$ | \$ |
| Total Use of the Appropriation | \$ 500,000 | \$ 500,000 |

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

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

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

ATTACHMENT B

Page 2

Staffing Chart

Act 119 of 2021 Regular Legislative Session

Schedule 20

Name of Contracting Party: City of Sulphur

Name of Program: Verdine Water Plant North Water Well Replacement and Upgrade

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

Totals

\$ _____ \$ _____

\$ _____

ATTACHMENT B

Page 3

Schedule of Professional and Other Contract Services

Act 119 of 2021 Regular Legislative Session

Schedule 20

Name of Contracting Party: City of Sulphur

Name of Program: Verdine Water Plant North Water Well Replacement and Upgrade

| Name and Address of Individual and/or Firm | Nature of Work Performed and Justification for Services | Total Contract Amount | Total Paid by Appropriation |
|---|---|-----------------------|-----------------------------|
| Layne Christensen Company 202 West Louisiana Avenue Rayne, LA 70578 | Material and Labor – Project Construction | \$500,000 | \$500,000 |
| Totals | | \$500,000 | \$500,000 |

ATTACHMENT B

Page 4

Schedule of Other Charges

Act 119 of 2021 Regular Legislative Session

Schedule 20

Name of Contracting Party: City of Sulphur

Name of Program: Verdine Water Plant North Water Well Replacement and Upgrade

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

ATTACHMENT B-SUPPLEMENT

Business Plan

Narrative Justification for Plan B or Plan C

Act 119 of 2021 Regular Legislative Session

Schedule 20

City of Sulphur

ATTACHMENT C

Progress Report for the Period of _____ to _____

Act 119 of 2021 Regular Legislative Session

Schedule 20

(To be submitted quarterly showing progress achieved. Duplicate pages as needed.)

Name of Contracting Party: City of Sulphur

Name of Program: Verdine Water Plant North Water Well Replacement and Upgrade

Telephone: (337) 527-4500 Fax: (337) 527-4566

| | |
|---|--------------------------------------|
| Goal: To increase capacity of the existing system and to provide clean and clear water to citizens of Sulphur, LA. | |
| Objective(s): 1. Design, construct, and install new one (1) water well by June 30, 2022 | |
| Activity(Activities) Performed: Complete engineered design, bid project, acquire materials, construct water well, install 12" water main to connect to existing system. | |
| Performance Measure(s): 1. Number of water wells well designed, constructed, and installed | % , \$ amt. or number complete 1. |

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

Signature of Authorized Person

Mike Danahay, Mayor

Print Name and Title

Date

ATTACHMENT D

Cost Report for the Period of _____ to _____

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

Act 119 of 2021 Regular Legislative Session

Schedule 20

Name of Contracting Party: City of Sulphur

Name of Program: Verdine Water Plant North Water Well Replacement and Upgrade

| Expense Category | Amount of Line Item Appropriation from Attachment B Page 1 | Quarterly Expenditures | Total Cumulative Year to Date Expenditures | Balance Remaining |
|-----------------------------------|--|------------------------|--|-------------------|
| Gross Salaries | | | | |
| Related Benefits (employer share) | | | | |
| Travel | | | | |
| Operating Services: | | | | |
| Advertising | | | | |
| Printing | | | | |
| Insurance | | | | |
| Maintenance of Equipment | | | | |
| Maintenance of Office and Grounds | | | | |
| Rentals | | | | |
| Software licensing | | | | |
| Dues and Subscriptions | | | | |
| Telephones and Internet Service | | | | |
| Postage | | | | |
| Utilities | | | | |
| Other | | | | |
| Office Supplies | | | | |
| Professional Services | \$ 500,000 | | | |
| Other Charges | | | | |
| Acquisitions & Major Repairs | | | | |
| Totals | \$ 500,000 | | \$ | \$ |

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

Signature of Authorized Person _____

Mike Danahav, Mayor
Print Name and Title

_____ Date

ATTACHMENT E
Disclosure and Certification Statement
Act 119 of 2021 Regular Legislative Session

Schedule 20

Contracting Party Name: City of Sulphur

Contractor's Mailing Address: 101 N. Huntington St.
Sulphur, LA 70663

Name of Program: Verdine Water Plant North Water Well Replacement and Upgrade

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

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

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

Mike Danahay, Mayor
101 N. Huntington St.
Sulphur, LA 70663

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

Mark Cholley, Water Plant Supervisor
101 N Huntington St.
Sulphur, LA 70663

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

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

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

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



Signature of Authorized Person

Mike Danahay, Mayor
Print Name and Title

11/02/2021
Date

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
City of Sulphur

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

5 Address (number, street, and apt. or suite no.) See instructions. **Municipality**
101 N Huntington St

6 City, state, and ZIP code
Sulphur LA 70663

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| | | | | | | | | | |
|--------------------------------|---|---|---|---|---|---|---|---|---|
| Social security number | | | | | | | | | |
| | | | | | | | | | |
| OR | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| 7 | 2 | - | 6 | 0 | 0 | 1 | 3 | 6 | 1 |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Jena Drost Date ▶ 11/02/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

ATTACHMENT E-1
Disclosure and Certification Statement
Act 119 of 2021 Regular Legislative Session

Schedule 20

Contracting Party Name: City of Sulphur

Name of Program: Verdine Water Plant North Water Well Replacement and Upgrade

Sub-Contractor's Name: Layne Christensen Company

Sub-Contractor's Mailing Address: 202 West Louisiana Avenue
Rayne, LA 70578

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

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

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

Same as below

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

Casey Gnau, Project Manager
202 West Louisiana Avenue
Rayne, LA 70578

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

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

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



Signature of Subcontractor (Authorized person)

Casey Gnau Project Manager

Print Name and Title

11-9-2021

Date



Louisiana
**SECRETARY
 OF STATE**
 R. KYLE ANDERSON

tps://www.sos.la.gov/Pages/default.aspx)

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| Name | Type | City | Status |
|---------------------------|--------------------------------------|-------------|---------------|
| LAYNE CHRISTENSEN COMPANY | Business Corporation (Non-Louisiana) | WILMINGTON | Active |

Previous Names

LAYNE, INC. (Changed: 4/30/1996)
 LAYNE-WESTERN COMPANY, INC. (Changed: 7/17/1992)
 NEW LAYNE-WESTERN COMPANY, INC. (Changed: 8/3/1981)

Business: LAYNE CHRISTENSEN COMPANY

Charter Number: 33448280F

Registration Date: 6/18/1981

Domicile Address

1209 ORANGE STREET
 WILMINGTON, DE 19801

Mailing Address

9303 NEW TRAILS DRIVE
 SUITE 200
 THE WOODLANDS, TX 77381

Principal Business Office

9303 NEW TRAILS DRIVE
 SUITE 200
 THE WOODLANDS, TX 77381

Registered Office in Louisiana

3867 PLAZA TOWER DR.
 BATON ROUGE, LA 70816

Principal Business Establishment in Louisiana

202 W. LOUISIANA AVENUE
 RAYNE, LA 70578

Status

Status: Active

Annual Report Status: In Good Standing

Qualified: 6/18/1981

Last Report Filed: 6/9/2021

Type: Business Corporation (Non-Louisiana)

Registered Agent(s)

| | |
|--------------------------|------------------------|
| Agent: | C T CORPORATION SYSTEM |
| Address 1: | 3867 PLAZA TOWER DR. |
| City, State, Zip: | BATON ROUGE, LA 70816 |
| Appointment Date: | 6/18/1981 |

Officer(s)

Additional Officers: No

CFT HFI D

| | |
|--------------------------|-------------------------|
| Title: | President |
| Address 1: | 9303 NEW TRAILS DRIVE |
| Address 2: | SUITE 200 |
| City, State, Zip: | THE WOODLANDS, TX 77381 |
| Officer: | MICHAEL W. BARKER |
| Title: | Vice-President |
| Address 1: | 9303 NEW TRAILS DRIVE |
| Address 2: | SUITE 200 |
| City, State, Zip: | THE WOODLANDS, TX 77381 |
| Officer: | DENISE C. MCCLANAHAN |
| Title: | Vice-President |
| Address 1: | 9303 NEW TRAILS DRIVE |
| Address 2: | SUITE 200 |
| City, State, Zip: | THE WOODLANDS, TX 77381 |
| Officer: | GERNOT E. PENZHORN |
| Title: | Vice-President |
| Address 1: | 9303 NEW TRAILS DRIVE |
| Address 2: | SUITE 200 |
| City, State, Zip: | THE WOODLANDS, TX 77381 |
| Officer: | KENT M. WARTICK |
| Title: | Vice-President |
| Address 1: | 9303 NEW TRAILS DRIVE |
| Address 2: | SUITE 200 |
| City, State, Zip: | THE WOODLANDS, TX 77381 |
| Officer: | AARON STORM |
| Title: | Secretary |
| Address 1: | 9303 NEW TRAILS DRIVE |
| Address 2: | SUITE 200 |
| City, State, Zip: | THE WOODLANDS, TX 77381 |
| Officer: | KENNETH B. OLSON |
| Title: | Treasurer |
| Address 1: | 9303 NEW TRAILS DRIVE |
| Address 2: | SUITE 200 |
| City, State, Zip: | THE WOODLANDS, TX 77381 |
| Officer: | JIGISHA DESAI |
| Title: | Officer |
| Address 1: | 9303 NEW TRAILS DRIVE |
| Address 2: | SUITE 200 |
| City, State, Zip: | THE WOODLANDS, TX 77381 |

Mergers (1)

| Filed Date | Effective Date: | Type | Charter# | Charter Name | Role |
|------------|-----------------|-------|-----------|-----------------------------|--------------|
| 8/3/1981 | 8/3/1981 | MERGE | 33448280F | LAYNE CHRISTENSEN COMPANY | SURVIVOR |
| | | | 31605370F | LAYNE-WESTERN COMPANY, INC. | NON-SURVIVOR |

Amendments on File (10)

| | |
|----------------------------------|-----------|
| Name Change | 8/3/1981 |
| Merger | 8/3/1981 |
| Stmnt of Chg or Chg Prin Bus Off | 2/22/1985 |
| Stmnt of Chg or Chg Prin Bus Off | 4/1/1986 |
| Name Change | 7/17/1992 |
| 1 2 | |

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ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING THE ACQUISITION OF PROPERTY
FROM DENISE PITRUCHA, 799 WEST BURTON STREET, AND
SETTING A PUBLIC HEARING ON SAID ORDINANCE.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, in regular session convened that:

WHEREAS, the City of Sulphur desires to purchase property, movable and immovable, from Denise Pitrucha; and

WHEREAS, the purchase price for the sale shall be twenty-five thousand dollars (\$25,000); and

WHEREAS, purchase price includes a 14'x75' - 1984 North River Mobile Home, Serial Number ALNR0484801451523 together with immovable property bearing municipal address of 799 West Burton Street, Sulphur, Louisiana is more fully described as follows, to-wit:

THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE
NORTHWEST QUARTER (NW/4) OF SECTION 34, TOWNSHIP 9
SOUTH, RANGE 10 WEST, LA. MER, CALCASIEU PARISH
LOUISIANA, BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

COMMENCING 20 FEET SOUTH AND 21.210 FEET EAST OF THE
NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE
NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 9 SOUTH,
RANGE 10 WEST, CALCASIEU PARISH, LOUISIANA, THENCE
EAST 100 FEET ON THE SOUTH SIDE OF PUBLIC ROAD, THENCE
SOUTH 100 FEET, THENCE WEST 100 FEET, THENCE NORTH 100
FEET, THENCE EAST 100 FEET TO THE POINT OF
COMMENCEMENT, TOGETHER WITH ALL BUILDINGS AND
IMPROVEMENTS, SUBJECT TO ALL RIGHTS OF WAY,
EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY,
TOGETHER WITH ALL BUILDINGS AND IMPROVEMENTS
SITUATED THEREON,

LESS AND EXCEPT:

COMMENCING 20 FEET SOUTH AND 73.2 (MEAS=71.2') FEET
EAST OF THE NORTHWEST CORNER OF SAID SECTION 34,
TOWNSHIP 9 SOUTH, RANGE 10 WEST, THENCE EAST 48.0
(MEAS=53.67') FEET, THENCE SOUTH 100 FEET, THENCE WEST
48.0 (MEAS=52.41') FEET, THENCE NORTH 100 FEET, THENCE
EAST 100 FEET TO THE POINT OF COMMENCEMENT,
CONTAINING 5,304 FEET, MORE OR LESS.

BE IT FURTHER ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that Mayor Danahay is hereby authorized and empowered to purchase said property described above in the amount of twenty-five thousand dollars (\$25,000) and that it does set a public hearing on this ordinance at its regular meeting at 5:30 p.m. on Monday, February 14, 2022.

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

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

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2022, 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 _____,
2022, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk





ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING THE SALE OF PROPERTY LOCATED
AT 799 WEST BURTON STREET AND SETTING A PUBLIC
HEARING ON SAID ORDINANCE.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, in regular session convened that:

WHEREAS, the City of Sulphur desires to sale movable and immovable property located at 799 West Burton Street; and

WHEREAS, sale price includes a 14'x75' - 1984 North River Mobile Home, Serial Number ALNR0484801451523 and also immovable property bearing municipal address of 799 West Burton Street, Sulphur, Louisiana is more fully described as follows, to-wit:

THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE
NORTHWEST QUARTER (NW/4) OF SECTION 34, TOWNSHIP 9
SOUTH, RANGE 10 WEST, LA. MER, CALCASIEU PARISH
LOUISIANA, BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

COMMENCING 20 FEET SOUTH AND 21.210 FEET EAST OF THE
NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE
NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 9 SOUTH,
RANGE 10 WEST, CALCASIEU PARISH, LOUISIANA, THENCE
EAST 100 FEET ON THE SOUTH SIDE OF PUBLIC ROAD, THENCE
SOUTH 100 FEET, THENCE WEST 100 FEET, THENCE NORTH 100
FEET, THENCE EAST 100 FEET TO THE POINT OF
COMMENCEMENT, TOGETHER WITH ALL BUILDINGS AND
IMPROVEMENTS, SUBJECT TO ALL RIGHTS OF WAY,
EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY,
TOGETHER WITH ALL BUILDINGS AND IMPROVEMENTS
SITUATED THEREON,

LESS AND EXCEPT:

COMMENCING 20 FEET SOUTH AND 73.2 (MEAS=71.2') FEET
EAST OF THE NORTHWEST CORNER OF SAID SECTION 34,
TOWNSHIP 9 SOUTH, RANGE 10 WEST, THENCE EAST 48.0
(MEAS=53.67') FEET, THENCE SOUTH 100 FEET, THENCE WEST
48.0 (MEAS=52.41') FEET, THENCE NORTH 100 FEET, THENCE
EAST 100 FEET TO THE POINT OF COMMENCEMENT,
CONTAINING 5,304 FEET, MORE OR LESS.

BE IT FURTHER ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that Mayor Danahay is hereby authorized and empowered to sale said property described above and that it does set a public hearing on this ordinance at its regular meeting at 5:30 p.m. on Monday, February 14, 2022.

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

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

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2022, 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 _____,
2022, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk





RESOLUTION NO. _____, M-C SERIES

Resolution accepting Substantial Completion for the Ruth/Huntington Overlay Project (H.011838).

WHEREAS, the City of Sulphur contracted with Prairie Contractors, LLC to complete State Project No. H.011838 for Ruth/Huntington Overlay in accordance with the current bid laws of the State of Louisiana, including, but not limited to R.S. 38:2211 et seq; and

WHEREAS, the contract between the City of Sulphur and Prairie Contractors, LLC has been successfully completed and is hereby accepted by the City of Sulphur effective January 10, 2022.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby accept Substantial Completion for the Ruth/Huntington Overlay Project (H.011838).

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

JOY ABSHIRE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

MEYER & ASSOCIATES, INC.

PUNCH LIST

PROJECT: Ruth - Huntington Overlay

DATE: September 1, 2021

PROJECT NO: B8-16004-DA

INSPECTION WAS CONDUCTED AT ABOVE PROJECT BY:

CONTRACTOR-OWNER

ENGINEER-ARCHITECT

Contractor: Prairie Contractors, LLC
Darryl Johnson

Engineer: Andrew Mattingly
Terry Bailey

Owner: City of Sulphur
Mark LeJune

Other: LADOTD
Patrick Cusey
Katy Harris
Vicki Ponthieux

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

| | | | | |
|--------------------|-------------|-------------|------------|----------------|
| Type of Inspection | Preliminary | Substantial | Final X | 1 Yr. Guaranty |
|--------------------|-------------|-------------|------------|----------------|

| NO. | ITEM | VALUE |
|-----|--|----------|
| 1 | Provide Record Drawings. | NDP |
| 2 | Provide all closeout documentation for LA DOTD 2059. | NDP |
| 3 | Install trench drain at Church St. sidewalk ramp and confirm positive flow from Frasch Elementary drainage | Pay Item |
| 4 | Adjust concrete grades as needed to prevent water ponding at Frasch Elementary crossing | TBD |
| | | |

RESOLUTION NO. _____, M-C SERIES

Resolution authorizing the advertisement of bids for Mimosa Heights Phase 2 Street Improvements.

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 Mimosa Heights Phase 2 Street Improvements, said bids to be in accordance with the quantities and specifications on file with Meyer & Associates, Inc., or online at BidXpress.

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

General Notice

Separate sealed Bids for Mimosa Heights Phase 2 Street Improvements, City of Sulphur; M.A. Project No. B6-18010-DB will be received by the Mayor and City Council, at the City Hall, 101 N. Huntington Street, Sulphur, LA 70663 until 10:00 AM Central Time Zone, on February 10, 2022, and then at said time and at said office publicly opened and read aloud. Work consists of asphalt roadway rehabilitation along West Mimosa Dr., South Mimosa Dr., and Morgan Road as detailed on the plans.

Work Classification

Work Classification: Highway, Street, and Bridge Construction

Obtaining the Bidding Documents

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

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

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

JOY ABSHIRE, Chairman

RESOLUTION NO. _____, M-C SERIES

Resolution accepting application from Sulphur Towing , LLC, for an Emergency Auto Wrecker Service for light duty and setting public hearing date.

WHEREAS, Section 21-51 of the Code of Ordinances for the City of Sulphur requires any owner desiring to operate an emergency auto wrecker in the City has to make application to the City Council for an emergency auto wrecker permit; and

WHEREAS, said application has been submitted upon forms furnished by the City and said applicant has furnished information required on permits; and

WHEREAS, a public hearing on said application will be held at 5:30 p.m. on the 10th day of January, 2022, in the City Council Chambers located at 500 North Huntington Street, Sulphur, Louisiana.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana the governing authority thereof, that they do hereby accept the application received from Sulphur Towing, LLC, for light duty and attached hereto as “Exhibit A” for Emergency Auto Wrecker Service for the City of Sulphur, Louisiana.

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

JOY ABSHIRE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

**APPLICATION TO OPERATE WRECKER SERVICE
EMERGENCY AUTO WRECKER PERMIT
CITY OF SULPHUR**

Date 12-1-21

Name of Applicant Kenneth J. Phipps
 Address 934 E. Napoleon St, Sulphur LA 70663 / PO Box 151, Sulphur LA 70664
 Telephone Number 337-270-7950
 Name of Business Sulphur Towing, LLC

Type of Business (Check One)
 Individual _____
 Partnership _____
 Corporation _____
 Limited Liability Company

List names and addresses of all individuals, partners or officers involved in the business as a principal:

| Name | Address | Title |
|--------------------------|---|--------------|
| <u>Kenneth J. Phipps</u> | <u>1180 E Napoleon St Sulphur, La 70663</u> | <u>Owner</u> |
| _____ | _____ | _____ |

Class: A B _____

Number of permits (one of each vehicle) 2

List each vehicle to be permitted as follows:

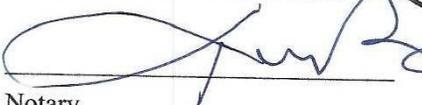
| Make | Model | VIN | State Lic. No. |
|------------------|---------------|--------------------------|----------------|
| <u>2020 Intl</u> | <u>MV607</u> | <u>3HAEUMML6LL393673</u> | <u>B014121</u> |
| <u>2016 Frht</u> | <u>M2 106</u> | <u>1FVACWDT5GHHC6504</u> | <u>B014122</u> |

ATTACH: CERTIFICATE OF LIABILITY INSURANCE
 ATTACH: APPLICATION FEE OF TWENTY-FIVE DOLLARS (\$25.00)

I, the undersigned, herein make application to the City Council, City of Sulphur, Louisiana, for a permit to operate an emergency auto wrecker service in the City of Sulphur. I affirm that the information provided in this application is true and correct.

I further acknowledge that I understand the provisions and conditions as stated in the City of Sulphur Code of Ordinances, Traffic and Motor Vehicles, Article III. Wreckers, Sec. 21:46-70.


 Signed owner
 Title _____

Sworn to and subscribed before me on _____
 this 1 day of Dec, 2021

 Notary



STATEMENT OF COMPLIANCE

I, Kenneth J. Phipps for Sulphur Towing, LLC hereby agree to obey the provisions of Chapter 21, Article III of the Code of Ordinances of the City of Sulphur in accordance with Section 21-55 and all other ordinances and statues applicable to motor vehicles involved or utilized in an auto wrecker service and I do agree that upon failure to obey such laws, all truck permits may be revoked or suspended.

Kenneth J. Phipps
(Name)

12-1-21
Date

(For Driver's only)
Emergency Auto Wrecker's
Driver's License

Name Wilbert Paul Miller

Age 75 Date of Birth 01/20/1946

Driver's License # 003821201 Social Security # 438-66-4234

Present Address 106 E. Jim Pickens Rd, Sulphur LA 70663

Previous Address Same

Last Place of Employment Knippers Wrecker Inc

Have you ever been convicted of a motor vehicle, traffic or criminal law of any city of the state, or any other state or federal law? Yes No If yes, please describe below with disposition

Charge See Attached Driver's License # 003821201

State LA Type of License Class D/Chauffeur's Date of Issue 01/17/2017

I affirm that the information given is true and correct

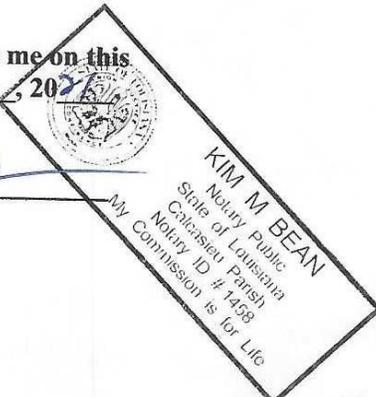
Wilbert Paul Miller
Signature

11-30-17
Date

Sworn to and subscribed before me on this
1 day of Dec, 2017

Notary

[Signature]





SULPHUR TOWING, LLC

934 E NAPOLEON ST, SULPHUR, LA 70663

PO BOX 151, SULPHUR, LA 70664

OFFICE: 337-270-7950 FAX: 337-443-4615

BUSINESS HOURS: M-F 8:00AM-5:00PM

Have you ever been **convicted** of any crime other than a traffic violation?

| Name | Date | Parish/Agency | Crime/Offense | Judgement |
|----------------|-------------|----------------------|----------------------|---------------------|
| Wilbert Miller | 12/03/1978 | Calcasieu, LA/CPSO | Disturbing the peace | All charges dropped |

(For Driver's only)
Emergency Auto Wrecker's
Driver's License

Name Roy Melvin Grevenberg

Age 58 Date of Birth 03-30-63

Driver's License # 003227267 Social Security # 436-39-4386

Present Address 3705 Evelyn st. Sulphur, La.

Previous Address H. Broussard rd. Sulphur, La. 70663

Last Place of Employment All Star GMC

Have you ever been convicted of a motor vehicle, traffic or criminal law of any city of the state, or any other state or federal law? Yes No If yes, please describe below with disposition

Charge DWI. Cal. parish 204 Driver's License # 003227267

State La. Type of License D Date of Issue 9-24-21

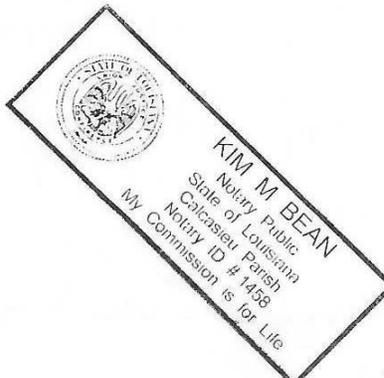
I affirm that the information given is true and correct

[Signature]
Signature

11-30-21
Date

Sworn to and subscribed before me on this
1 day of Dec, 2021.

[Signature]
Notary





SULPHUR TOWING, LLC
934 E NAPOLEON ST, SULPHUR, LA 70663
PO BOX 151, SULPHUR, LA 70664
OFFICE: 337-270-7950 FAX: 337-443-4615
BUSINESS HOURS: M-F 8:00AM-5:00PM

Have you ever been **convicted** of any crime other than a traffic violation?

| Name | Date | Parish/Agency | Crime/Offense | Judgement |
|----------------|-------------|----------------------|---|---|
| Roy Grevemberg | 1984 | Calcasieu, LA | Forgery | 5-yrs Probation or 3 years Completed Sentence |
| Roy Grevemberg | 1996 | Calcasieu, LA | Possession of marijuana with intent to distribute | 5-yrs Probation Completed Sentence |
| Roy Grevemberg | 2000 | Calcasieu, LA | Distribution of cocaine & Illegal use of US Currency | Charges Dropped |

**Publish three times:
January 2, 4, 7**

**PUBLIC HEARING NOTICE TO
HOLDERS OF EMERGENCY AUTO WRECKER PERMITS**

PUBLIC NOTICE is hereby given, in accordance with Section 21-51 of the Code of Ordinances of the City of Sulphur for the following:

Public Hearing for an Emergency Auto Wrecker Service (light duty only) from Sulphur Towing, LLC, located at 934 East Napoleon Street, Sulphur, LA 70663.

A public hearing will be held on Monday, January 10, 2022 at 5:30 p.m. in the Sulphur City Council Chambers located at 500 North Huntington, Sulphur, Louisiana.

CITY OF SULPHUR, LOUISIANA

BY:

ARLENE BLANCHARD, Clerk



DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONS
 LOUISIANA STATE POLICE
 TOWING AND RECOVERY UNIT
 P.O. BOX 66614, MAIL SLIP A26
 BATON ROUGE, LA 70896-6614

SULPHUR TOWING, LLC
 KENNETH PHIPPS
 PO BOX 151
 SULPHUR, LA 70664

STORAGE INSPECTION LICENSE

Date of Issue: 09/24/2021

EXPIRATION DATE: June 30, 2022

Company Telephone: 337-270-7950

THIS LICENSE IS VALID FOR THE FOLLOWING PHYSICAL LOCATION:

| PHYSICAL ADDRESS | CITY | STATE | ZIP |
|-------------------|---------|-------|-------|
| 934 E NAPOLEON ST | SULPHUR | LA | 70663 |

| Parish |
|--------------|
| CALCASIEU-10 |

| STORAGE INSPECTION LICENSE NUMBER | LSP STATE NUMBER | TOTAL NUMBER OF LICENSES |
|-----------------------------------|------------------|--------------------------|
| 22-10-SU194186-01 | SU194186 | 1 |

Pursuant to LRS 32:1717.1, this Storage Inspection License is hereby issued to the above-named company and is valid only for the periods listed herein and for the physical location listed above. This license remains the property of the Louisiana State Police and may be canceled or revoked if the company or its employees fail to comply with the provisions listed in The Towing and Storage Act (R.S. 32:1711 et seq. and L.A.C. 55:1:1901 et seq).

A Storage Facility is any business or company that receives compensation, directly or indirectly, for the storing of vehicles, to include but not limited to: tow companies, body or repair shops, new and used automotive dealers, garages, service stations, repossession companies, businesses storing vehicles for insurance companies, etc. Louisiana law requires each towing company or storage facility, which stores vehicles under the provisions of this chapter, shall pay an annual non-prorated fee of \$100 for a Storage Inspection License for each storage location, made payable to the Louisiana State Police, Towing and Recovery Unit, prior to conducting business. Storage Inspection Licenses shall be displayed in a location visible to the public at each storage location. " The Storage Inspection License number assigned to your company shall be listed on all Official Report of Stored Vehicles (ORSV) submitted and a copy of the Storage Inspection License shall be included with all requests for Permits to Sale or Permits to Dismantle."

For the Deputy Secretary,

Lt. Christopher Wright, LSP
 Towing and Recovery Unit Supervisor

Facility Inspection Report

Inspection Report No.

LATR- 21-0805



Louisiana Department of Public Safety and Corrections
 Office of State Police / Towing and Recovery
 P.O. Box 66614, Baton Rouge, La. 70896
 Phone: (225)925-6113, ext-205

| | | | | | |
|---|---------------------------|--|--|----------------------------|--|
| Region 2 | Troop D | Inspecting Trooper M/T CLIFTON J. MIRE | Data No. 1961 | Parish CALCASIEU | Code 10 |
| Date 09-22-2021 | Start Time 1300 | Reason for Contact: <input checked="" type="checkbox"/> New Facility Opening Inspection <input type="checkbox"/> Facility Inspection <input type="checkbox"/> Troop Rotation Facility Inspection <input type="checkbox"/> Follow-up Inspection <input type="checkbox"/> Complaint | | | |
| Facility Name & Address : Mailing Address Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> SULPHUR TOWING 1035 E NAPOLEON ST SULPHUR, LA 70663 | | State License Number NONE | Owner/Office Manager Name KENNETH PHIPPS | | Facility Phone Number (337)270-7950 () - |

FACILITY CHECK INFORMATION

| | | |
|--|--|---|
| Current Storage License Properly Displayed? 055.1931 D.2 N/A <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> | Proper Charges Assessed Outside vs. Covered/Inside Storage? 055.1943 N/A <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> | Business Staffed During Normal Business Hours (8am-5pm) 055.1943 B N/A <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Required Insurance 50k GLL / 50 k GL 055.1931 B.6 N/A <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | 1 st Letter of Notification sent 055.1935 A N/A <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> | Vehicles Stored At Facility? 055.1941 N/A <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Billing Invoices Required Information 055.1941 P 1-3 N/A <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Final Letter of Notification sent 055.1935 A N/A <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> | Storage Facility Fence / Gate Adequate for Safeguarding Vehicles 055.1941 N/A <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Notified OMV within 3 days ORSV 055.1933 A 1-4 N/A <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> | Billing/Storage Records Available 055.1931 / 1941 N/A <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> | Storage Facility Sign Posted With Required Information 055.1941 D N/A <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Proper Fees Charged for ORSV (In/ Out of State) 055.1937 N/A <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> | Sharing Facility with Another Company 055.1941 H N/A <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | Relationship to Other Laws and Regulations 055.1909 N/A <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> |

| No | Regulation | Description of Violation | Status | Resp Party |
|----|------------|--------------------------|--------|------------|
| 1 | | NO VIOLATIONS | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |

| | | | | |
|---|---|--|-------------------------------|--------------|
| Supplemental Report Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | Attachments Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Photographs: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | Initial Review | Final Review |
| Title, Signature of Inspection Officer <i>M/T Clifton J. Mire 1961</i> | | Date 09-22-2021 | Time Completed 1530 | |

This inspection violation notice will serve as evidence that the Storage Facility, Facility Owner/operator and /or responsible party listed above has been advised of any possible violation(s) of the Towing and Recovery Storage Act, law and/or department rule. I understand and acknowledge that the Louisiana Department of Public Safety and Corrections may notify the Storage Facility owner/operator, and /or other responsible party of this inspection and of possible and/or actual penalties and/or revocation or suspension of the storage license. Further, the Storage Facility owner/operator and/or other responsible party will have an opportunity to request a fair and impartial hearing in accordance with the Administrative Procedure Act, for any proposed Civil Penalty.

| | | | |
|---|--|---------------------------|--------------------------------------|
| (PRINT)Name of Responsible Party HALLIE MOORE | Signature of Responsible Party <i>Hallie L. Moore</i> | Date 09-22-2021 | Phone Number (337)270-7950 |
|---|--|---------------------------|--------------------------------------|

RESOLUTION NO. _____, M-C SERIES

Resolution approving liquor licenses for 2022.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby approve the below liquor licenses for 2022:

| NAME: | CONTENT: |
|------------------------------------|-----------------|
| 1. A & B TOBACCO | CLASS B |
| 2. AMERICAN LEGION POST #179 | CLASS A |
| 3. BROOKSHIRE BROTHERS #47 | CLASS B |
| 4. CAJUN PLAY/LIGHTHOUSE MARKET | CLASS B |
| 5. CANDLEWOOD SUITES | CLASS A |
| 6. CASA OLE #48 | CLASS A |
| 7. CASH MAGIC WINNER'S CHOICE | CLASS A |
| 8. CASH MAGIC WINNER'S CHOICE-CS | CLASS B |
| 9. CAST & CLEAVER LLC | CLASS A |
| 10. CHILI'S GRILL & BAR | CLASS A |
| 11. CIRCLE A | CLASS B |
| 12. CIRCLE K #8340 | CLASS B |
| 13. CLARION POINTE BY CHOICE HOTEL | CLASS A |
| 14. CVS PHARMACY #5612 | CLASS B |
| 15. DELTA FOOD MART #4 | CLASS B |
| 16. DOLLAR GENERAL #8694 | CLASS B |
| 17. DOLLAR GENERAL #9397 | CLASS B |
| 18. DOLLAR GENERAL STORE #68 | CLASS B |
| 19. DOLLAR GENERAL STORE # 71 | CLASS B |
| 20. E-Z MART #4415 | CLASS B |
| 21. EL PORTILLO MEXICAN GRILL LLC | CLASS A |
| 22. EXPRESS 27 | CLASS B |
| 23. FIFTH WHEEL CONOCO | CLASS B |
| 24. FIRST STOP #1 | CLASS B |
| 25. FOOD MART | CLASS B |
| 26. GRAB N GEAUX #5 | CLASS B |
| 27. GRAB N GEAUX #7 | CLASS B |
| 28. GRAB N GEAUX #10 | CLASS B |
| 29. HOLIDAY INN | CLASS A |
| 30. HOLLIER'S CAJUN KITCHEN | CLASS A |
| 31. IN & OUT #3 | CLASS B |
| 32. JACKPOT JUNCTION CASINO | CLASS A |
| 33. JOE'S PIZZA & PASTA OF SULPHUR | CLASS A |
| 34. KAW-LIGA'S WDN INDIAN CLUB | CLASS A |
| 35. KROGER #747 | CLASS B |
| 36. KROGER KWIK SHOP #747 | CLASS B |
| 37. KYOTO JAPANESE STEAK HOUSE | CLASS A |
| 38. LA RUMBA | CLASS A |
| 39. LEBLEU'S LANDING | CLASS A |
| 40. LIQUOR LAB | CLASS B |
| 41. LOS PONCHOS MEXICAN GRILL | CLASS A |
| 42. MAPLEWOOD DISCOUNT | CLASS B |
| 43. MARIA'S COCINA MEXICANA | CLASS A |
| 44. MARKET BASKET #41 | CLASS B |
| 45. MISSE'S GROCERY | CLASS B |
| 46. MISSION FUEL | CLASS B |
| 47. MORE 4 LESS #25 | CLASS B |
| 48. MORE 4 LESS #45 | CLASS B |
| 49. MR GATTI'S PIZZA | CLASS A |
| 50. PAPA'S LAST STOP | CLASS A |
| 51. QUICK STUFF | CLASS B |

| | | |
|-----|----------------------------------|---------|
| 52. | RICHARD'S BOUDIN & SEAFOOD MKT | CLASS A |
| 53. | ROUSE'S MARKET #71 | CLASS B |
| 54. | ROYAL PALAC | CLASS A |
| 55. | SAKE JAPANESE INC | CLASS A |
| 56. | SHOP RITE #69 | CLASS B |
| 57. | SMOKERS EXPRESS | CLASS B |
| 58. | SMOKER'S PARADISE | CLASS B |
| 59. | SULPHUR PARKS & REC- GOLF COURSE | CLASS A |
| 60. | SULPHUR TRUCK STOP & CASINO | CLASS A |
| 61. | SULPHUR TRUCK STOP- CONV STORE | CLASS B |
| 62. | SUNDOWN SUPER SAVER #4 | CLASS B |
| 63. | TACO MEL II LLC | CLASS A |
| 64. | THE BOILING POINT | CLASS A |
| 65. | TOBACCO PLUS INC #1 | CLASS B |
| 66. | TORSTOP LLC | CLASS B |
| 67. | VISION HOTELS DBA HAMPTON INN | CLASS A |
| 68. | WALMART SUPERCENTER #331 | CLASS B |
| 69. | WALGREEN'S #10509 | CLASS B |
| 70. | WALGREEN'S #2920 | CLASS B |
| 71. | WEST CAL ARENA | CLASS A |
| 72. | WEST CAL ARENA & EVENTS CENTER | CLASS A |
| 73. | X-PREZ TOBACCO | CLASS B |
| 74. | YELLOWFIN DISTILLERY LLC | CLASS B |

BE IT FURTHER RESOLVED that the above liquor licenses shall be approved for 2022.

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

JOY ABSHIRE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

Resolution repealing Resolution No. 2396, M-C Series, adopted June 13, 2011, which authorized the Mayor to enter into a Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury for a satellite office for Registrar of Voters.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby repeal Resolution No. 2396, M-C Series, adopted June 13, 2011, which authorized the Mayor to enter into a Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury for a satellite office for Registrar of Voters.

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

JOY ABSHIRE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

STATE OF LOUISIANA

PARISH OF CALCASIEU

JOINT SERVICES AGREEMENT

This Joint Services Agreement (Agreement), made and entered into by and between the City of Sulphur, hereinafter referred to as "CITY," the Calcasieu Parish Police Jury, hereinafter referred to as "POLICE JURY," and the Calcasieu Parish Registrar of Voters, hereinafter referred to as "REGISTRAR OF VOTERS."

WITNESSETH:

WHEREAS, the CITY, POLICE JURY, and REGISTRAR OF VOTERS acknowledge that a satellite office for the REGISTRAR OF VOTERS in the CITY will benefit the citizens of the CITY and West Calcasieu; and

WHEREAS, there exists a substantial need to provide a satellite office of the REGISTRAR OF VOTERS within the CITY; and

WHEREAS, the CITY, the POLICE JURY, and the REGISTRAR OF VOTERS have determined that it is in the best interest of the citizens of the CITY and West Calcasieu to work together to establish a satellite office of the REGISTRAR OF VOTERS in the CITY;

NOW, THEREFORE, the CITY, the POLICE JURY and the REGISTRAR OF VOTERS do hereby agree as follows:

1.

The CITY, the POLICE JURY and the REGISTRAR OF VOTERS agree that a satellite office of the REGISTRAR OF VOTERS shall be established at 500 North Huntington Street in the CITY and that said office will be approximately two hundred and thirty one (231) square feet.

2.

The CITY will invoice the REGISTRAR OF VOTERS on a monthly basis an amount equal to ~~seven (7%)~~ of the electricity bill and twenty dollars (\$20.00) for a phone line per month for costs associated in the operation of said satellite office.

No of electric bill

3.

The REGISTRAR OF VOTERS will be responsible for all modifications to said satellite office including, but not limited to, office furniture, cost of renovation, etc., subject to approval by the CITY.

4.

The REGISTRAR OF VOTERS and the CITY acknowledge that each party will be solely responsible for any claims of damage arising from its own negligent conduct and neither party will be liable for more than its degree of fault for damages attributable to the fault of others.

5.

The REGISTRAR OF VOTERS shall provide janitorial service for said offices.

6.

Either party, by giving ninety (90) days written notice to the other party, shall have the right to terminate this agreement.

THUS DONE AND PASSED in Sulphur, Louisiana in the presence of the undersigned witnesses, who here sign with the parties and before me, Notary Public, on the 14th day of July, 2011.

WITNESSES:

Stephanie Boudat

Arlene Blanchard

Christopher L. Duncan
Mayor
City of Sulphur

Renee L. Williams
Notary Public #30465

THUS DONE AND PASSED in Lake Charles, Louisiana in the presence of the undersigned witnesses, who here sign with the parties and before me, Notary Public, on the 23rd day of June, 2011.

WITNESSES:

Jessie Williamson

Alicia R. Litzig

Guy Brame
President
Calcasieu Parish Police Jury

Allen L. Smith, Jr.
Notary Public

ALLEN L. SMITH, JR.
Louisiana Notary
ID# 9476
My Commission Is For Life

THUS DONE AND PASSED in Lake Charles, Louisiana in the presence of the undersigned witnesses, who here sign with the parties and before me, Notary Public, on the 2nd day of June, 2011.

Julie Dullory

Kris Fontenot

Angie Quienalty
Registrar of Voter
Parish of Calcasieu

Paulette S. Smith
Notary Public #2598

RESOLUTION NO. 2396, M-C SERIES

Resolution authorizing Mayor Christopher L. Duncan to enter into a Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury for a satellite office for Registrar of Voters.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Christopher L. Duncan to enter into a Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury for a satellite office for Registrar of Voters.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this 13th
day of June, 2011.

VERONICA ALLISON, Vice-Chairman

ATTEST:

Arlene Blanchard
ARLENE BLANCHARD, Clerk

PARISH OF  CALCASIEU
State of Louisiana
RESOLUTION

BE IT RESOLVED BY THE POLICE JURY OF CALCASIEU PARISH, LOUISIANA, in Regular Session convened on the 2nd day of June, 2011, that it does hereby approve a Cooperative Endeavor Agreement between the Police Jury, the City of Sulphur, and the Registrar of Voters for office space located at the Old City Hall Building in Sulphur.

BE IT FURTHER AND FINALLY RESOLVED that the President of the Police Jury, or his designee, when appropriate, is authorized to execute all documents related thereto.

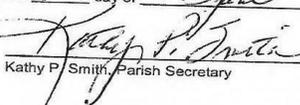
THUS PASSED AND ADOPTED on the date above inscribed.

* * * * *

STATE OF LOUISIANA
PARISH OF CALCASIEU

I HEREBY CERTIFY that the foregoing is a true and correct copy of the original resolution as adopted by the Calcasieu Parish Police Jury in Regular Session convened on the 2nd day of June, 2011.

IN TESTIMONY WHEREOF, witness my official signature and the seal of the Parish of Calcasieu, Louisiana, on this the 3rd day of June, 2011.


Kathy P. Smith, Parish Secretary