

NOTICE.....The City Council meetings will temporarily be held at 1551 East Napoleon Street.

AGENDA
SULPHUR CITY COUNCIL MEETING
MONDAY, DECEMBER 12, 2022, AT 5:30 P.M.

THERE WILL BE A REGULAR MEETING OF THE SULPHUR CITY COUNCIL **MONDAY, DECEMBER 12, 2022, AT 5:30 P.M.**, IN THE COUNCIL CHAMBERS LOCATED AT 1551 EAST NAPOLEON 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. RECOGNITION of Wilmer Dugas for his dedication and service to his community.
I14-22 (Melinda Hardy)
2. RECOGNITION of residents of Pecan Street for their 10th year in participating in the Christmas light display. I15-22 (Nick Nezat)
3. RESOLUTION granting a variance to Randal Null, 2325 Merwood Avenue, to allow for a mobile home to be 412.8 sq. ft. rather than the required 600 sq. ft.
RES82-22 (Joy Abshire)
4. PUBLIC HEARING on ordinance granting a rezone to Brimstone Rentals, Inc., property located on Bayou Bend/Maplewood Drive/Advent Avenue, from Business to Commercial. ORD125 (Mandy Thomas)
5. Extension for temporary housing in recreational vehicles due to damage caused by Hurricane Laura for the following addresses:

(Living in RV after 1 ½ years)

- a. To extend temporary housing in a recreational vehicle located at 1105 Henning Drive, in accordance with Ordinance No. 1693, M-C Series.
- b. To extend temporary housing in a recreational vehicle located at 706 Live Oak, in accordance with Ordinance No. 1693, M-C Series.

- c. To extend temporary housing in a recreational vehicle located at 2317 East Burton Street, in accordance with Ordinance No. 1693, M-C Series.
- d. To extend temporary housing in a recreational vehicle located at 2589 Augustine Street, in accordance with Ordinance No. 1693, M-C Series.

(Living in RV after 2 years)

- e. To extend temporary housing in a recreational vehicle located at 1033 West Verdine Street in accordance with Ordinance No. 1693, M-C Series.

6. RULE TO SHOW CAUSE for the condition of the following addresses:

- a. To condemn building or structure located at 301 Roddam Street, in accordance with Article IX, Section 5-286 through 5-296. (Nick Nezat)
- b. To condemn building or structure located at 120 Roberta Drive, in accordance with Article IX, Section 5-286 through 5-296. (Dru Ellender)
- c. To condemn building or structure located at 1105 Lori Lane, in accordance with Article IX, Section 5-286 through 5-296. (Joy Abshire)

7. PUBLIC HEARING on ordinance granting a right-of-way and authorizing Mayor Mike Danahay to execute right of way with Sulphur Housing Authority for the Sanitary Sewer Lift Station Replacement Project. ORD126-22 (Mayor Danahay)

8. PUBLIC HEARING on ordinance amending Ordinance No. 1696, M-C Series – one-half cent sales tax (*amend the interest on the unpaid tax from 1 1/4% to 1%*). ORD127-22 (Mayor Danahay)

9. PUBLIC HEARING on ordinance amending Ordinance No. 617, M-C Series – one-percent sales tax (*amend the interest on the unpaid tax from 1 1/4% to 1%*). ORD128-22 (Mayor Danahay)

10. PUBLIC HEARING on ordinance amending Ordinance No. 435, M-C Series – Master Sales and Use Tax ordinance – (*amending definitions*). ORD129-22 (Mayor Danahay)

11. PUBLIC HEARING on ordinance granting a right of way and authorizing Mayor Mike Danahay to execute right of way with Entergy Louisiana, LLC, for property located across/above Roselawn Cemetery. ORD130-22 (Mayor Danahay)

12. PUBLIC HEARING on ordinance amending Ordinance No. 1712, M-S Series which authorized Mayor Danahay to enter into a Cooperate Endeavor Agreement with Calcasieu Parish Police Jury and Ward 4 Marshal's Office for salaries for the Marshal's office. ORD131-22 (Mayor Danahay)
13. PUBLIC HEARING on ordinance authorizing Mayor Mike Danahay to enter into a Joint Services Agreement with Calcasieu Parish Public Safety Communications District for dispatching service to the Sulphur Fire Department. ORD132-22 (Mayor Danahay)
14. PUBLIC HEARING on ordinance authorizing the private sale of a police dog to a police officer that is no longer needed for police work. ORD133-22 (Mayor Danahay)
15. PUBLIC HEARING on ordinance repealing Ordinance No. 1299, M-C Series which created the Hope Economic Development District on Beglis Parkway. ORD134-22 (Mayor Danahay)
16. PUBLIC HEARING on ordinance repealing Ordinance No. 1312, M-C Series which authorized the levy of a sales tax and hotel occupancy tax for the Hope Economic Development District located on Beglis Parkway. ORD135-22 (Mayor Danahay)
17. PUBLIC HEARING on ordinance repealing Ordinance No. 1313, M-C Series which authorized Hope Economic Development District to enter into a Cooperative Endeavor Agreement with the City of Sulphur, the District and Hope Investment I, LLC with respect to economic development projects within the District. ORD136-22 (Mayor Danahay)
18. PUBLIC HEARING on ordinance repealing Ordinance No. 1314, M-C Series which authorized the City of Sulphur to enter into a Cooperative Endeavor Agreement between the City of Sulphur, the District and Hope Investments I, LLC, to govern the collection of the tax, the use of the proceeds of the tax, the operation of the District and the obligation of the Company. ORD137-22 (Mayor Danahay)
19. PUBLIC HEARING on ordinance amending Ordinance No. 1369, M-C Series which authorized the levy of a sales tax and hotel occupancy tax for the Opelram Economic Development District located on West Cal Blvd. ORD138-22 (Mayor Danahay)
20. PUBLIC HEARING on ordinance amending Ordinance No. 1372, M-C Series which authorized the levy of a sales tax and hotel occupancy tax for the Executive Economic Development District located west of West Cal Arena. ORD139-22 (Mayor Danahay)

21. INTRODUCTION OF ORDINANCE authorizing Mayor Mike Danahay to sign Cooperative Endeavor Agreement with Calcasieu Parish Police Jury for Sara Street Bridge Replacement. ORD140-22 (Mayor Danahay)
22. RESOLUTION awarding low bid for the annual supply of pipe and fittings, limestone and asphalt mix and chemical supplies for the City. RES83-22 (Mayor Danahay)
23. RESOLUTION authorizing Mayor Danahay to sign contract for FLYTE pumps for Wastewater Treatment Plant, piggybacking through Gulf States Engineering. RES84-22 (Mayor Danahay)
24. Resolution authorizing Jennifer Thorn, Director of Finance, to sign on behalf of the City of Sulphur to reject Uninsured/Underinsured Motorist Bodily Injury Coverage. RES85-22 (Mayor Danahay)
25. RESOLUTION setting dates for City Council, Land Use and Board of Zoning Adjustment meetings for year 2023. RES86-22 (Mandy Thomas)
26. Resolution authorizing Mayor Danahay to sign any and all Environmental Review documents for the Sulphur Housing Authority. RES87-22 (Mayor Danahay)
27. RESOLUTION authorizing the Request for Proposals for Debris Removal and Debris Monitoring and Management following a natural or manmade disaster. RES88-22 (Mayor Danahay)
28. 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, January 9, 2023, at 5:30 p.m. in the Council Chambers located at 1551 East Napoleon Street, Sulphur, LA.

In accordance with the Americans with Disabilities Act, if you need special assistance to attend this meeting, please contact Arlene Blanchard at 337-527-4571, describing the assistance that is necessary.

RESOLUTION NO. M-C SERIES

RESOLUTION GRANTING A VARIANCE TO RANDAL NULL, 2326 MERWOOD STREET, TO ALLOW FOR A 412.8 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 RESOLVED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a variance to Randal Null, 2326 Merwood Street, to allow for a 412.8 square foot mobile home rather than the required 600 square foot for the following described property:

LOT 10 BLK 1 MERWOOD PARK

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 RESOLVED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a variance to Randal Null, 2326 Merwood Street, to allow for a 412.8 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
_____, 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



CITY OF SULPHUR
APPLICATION FOR

DEVELOPMENT APPROVAL - VARIANCE

Date Received 9-29-22 \$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 VARIANCE IS APPROVED/DISAPPROVED, APPLICANT MUST REMOVE SIGN FROM PROPERTY

Print Name _____ Date _____

PROPERTY OWNER INFORMATION

Name of Property Owner Randal E. Null sharmen.duplechin@yahoo.com
(Owner must provide proof of ownership such as property tax record or recorded deed)
Mailing Address 530 N. Chautauqua Rd. Ruston State LA Email RENULLE@LATECH.EDU
Physical Address SAME City _____ State _____
Phone Number (H) _____ (W) _____ (C) (407) 248-3398

Location Address 2325 2335 MELWOOD ST. SULPHUR, LA 70663
Present Zoned Classification RESIDENTIAL Mixed Residential

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

Lot 10 BIK-1 Merwood Park

DO YOU CURRENTLY HAVE ANY PENDING VIOLATION WITH ANY ORDINANCE OF THE CITY OF SULPHUR YES ☐ NO ☒
YOU, OR A REPRESENTATIVE, MUST ATTEND THE SCHEDULED MEETING INITIAL LSW

PURPOSE OF VARIANCE REQUEST PURCHASE OF FEMA UNIT FOR RESIDENCE
Hurricane destroyed home. FEMA unit is on property now. Mobile home is 412.8 sq. ft. rather than 600 sq. ft.

How did you find out you needed a variance? SPOKE W/ FEMA & CITY OF SULPHUR

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 sign(s) placed on my property after the hearing.

Applicant Signature [Signature] Date 9/29/2022

- | | Yes | No | N/A |
|---|-------------------------------------|-------------------------------------|-----|
| 1. Is site located within the City Limits? | <input checked="" 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 checked="" 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"/> | | |
| 4. Will the location be served by a fire protection? | <input checked="" type="checkbox"/> | | |
| 5. Can the proposed development be expected to adversely affect the character/aesthetics of the area involved? | | <input checked="" type="checkbox"/> | |
| 6. Is property within a designated flood hazard area? | | <input checked="" type="checkbox"/> | |
| Flood zone classification _____ bfe _____ ft. | | | |

"UNIT SPECS"

FEMA Designated Unit Number	140149AHMS-1666BB1N-9584S		
Manufacturer's Serial Number	OC051719584AC		
Contractor Name	AMERICAN HOMESTAR CORPORATION		
Actual Manufacturer's Name	OAK CREEK HOMES OF Fort Worth, TX LLC		
Actual Manufacturer's Address	4805 E. Loop 820 South, Fort Worth, TX 76119		
Actual Manufacturer's Phone	817-478-5551	Actual Manufacturer Date	02/21/17
FEMA Requirement Code	BB	FEMA Climate/Color	Conus/Green
Length (feet)	48	Width (feet)	8'-6"
Height (feet)	13' 6"	Fully loaded Weight (lbs)	19,100
UFAS	NO	Number of Axles/Tires	4/8
Tire type / recommended psi for transport	New 14" PLY MH/ 115 PSI	Axle rating, each (weight in lbs)	7000
Thermal (U/O) Zone	3	Livable area (Square feet)	408
Wind Zone	3	Roof Load Zone	40
Electrical System (amps / volts)	200 A/120-240 V	Electrical Supply (#wire/# avg)	4 Wires/ 2/0 Awg
Water Heater Size (gallons)	40 Gal	Water Heater Manufacturer	Bradford White
HVAC Manufacturer	Bard	HVAC Size (rated tons)	1.5 Tons
HVAC Heat Strip Size (amps)	60 Amps	Other 1	
Siding Manufacturer	PlyGem	Siding Color	TRUEWALL GRAY
Exterior Doors (rating / size)	R8.33 - 36" x 76"	Windows (U factor)	0.36
# of Bedrooms	1	# of Bathrooms	1

MFG DATE:
PLANT NO: 5
DATE OF MFG: 02/21/17

NTA 1748126

OC051719584 AC 848

Design Approval

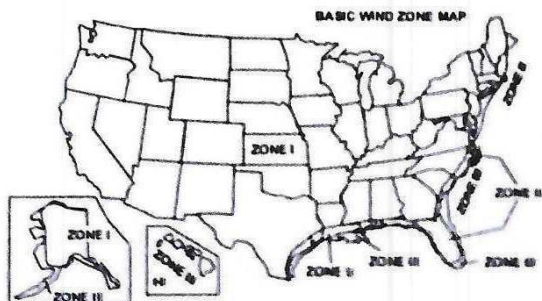
NTA

This manufactured home is designed to comply with the federal manufactured home construction and safety standards in force at time of manufacture

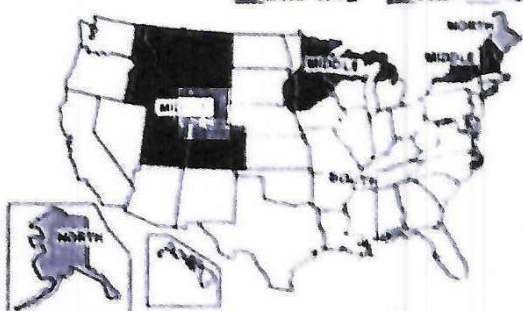
The factory installed equipment includes

Equipment	Manufacturer	Model Designation
Heating	BARD	W18A2-A10HP107
Air cooling		
Cooking	GE	GTE18ETHDRWW
Refrigerator	GE	JB450DF1WW
Water Heater	BRADFORD-WHITE	RE340T6
Washer		
Clothes Dryer		
Dishwasher		
Garbage Disposal		
Fireplace		
Microwave	GE	JES1460D5JWW
Smoke Alarm	BRK	7010BSL

This home has not been designed for the higher wind pressure and anchoring provisions required for oceanfrontal areas and should not be located within 1500' of the coastline in Wind Zones II and III, unless the home and its anchoring and foundation system have been designed for the increased requirement specified for exposure D in ANSI/APA 243. If a home has been equipped with storm shutters or other protective coverings for windows and exterior door openings, for homes designed to be located in Wind Zones I and III which have not been provided with shutters or equivalent covering devices, it is strongly recommended that the home be made ready to be equipped with these devices in accordance with the method recommended in manufacturers printed instructions.



North	61 F 51	South	71 F 51
West	31 F 51	East	81 F 51



This manufactured home has been thermally insulated to conform with the requirements of the federal manufactured home construction and safety standards for all locations within UIC value zone 1. (See map at bottom.) Heating equipment manufacturer and model (see list at left). The above heating equipment has the capacity to maintain an average 70 degrees F temperature in this home at outdoor temperatures of 25S 65 degrees F. To maximize furnace operating economy and to conserve energy, it is recommended that this home be installed where the outdoor winter design temperature (57.12%) is not higher than -122.38 degrees F Fahrenheit.

The above information has been calculated assuming a maximum wind velocity of 15 mph at standard atmospheric pressure.

**This area intentionally
left blank.**

Air conditioning provided at factory.

As condenser manufacturer and model line first, Carrier's capacity is 100% in accordance with the appropriate air conditioning and refrigeration institute standards. The capacity in conditioning outdoor-generated in this home has been used ensuring or overrating of the heat pump and of the home being. In the house the system is designed to maintain an indoor temperature of 72 degrees F when outdoor temperatures are 90 degrees F in both and degree F and below. The temperature at which this home can be cooled will change depending upon the amount of exposure of the condenser of this home to the sun's radiant heat. "In other words, the home's heat gains will vary depending upon its orientation to the sun and are permanent shading equipment, information concerning the calculation of cooling loads at various stages, window exposures and shading can provide in the 1987 edition of the ASHRAE Handbook of Fundamentals.

Information reported to: State of New York by State of New York on 10/10/2017
 Contacting information provided: 1-800-455-2838

[illegible]

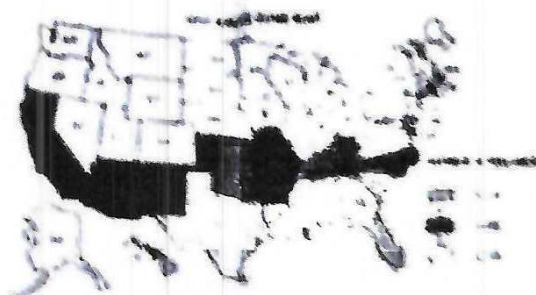
DEPARTMENT OF THE ARMY, WASHINGTON, D. C.

MICROFILM EDITIONS AVAILABLE FROM

Walls (without windows and doors)	1.0	1.0	1.0
Ceilings and roofs of light rooms	0.5	0.5	0.5
Ceilings and roofs of dark rooms	0.2	0.2	0.2
Floors	0.1	0.1	0.1
As ducts in base	0.05	0.05	0.05
As ducts in ceiling	0.05	0.05	0.05
As ducts (exposed) outside the house	0.05	0.05	0.05

The following are the first names of the donors:

As built - 1991	100	100
As built - 1992	100	100
As built - 1993	100	100





ORDINANCE NO. _____ M-C SERIES _____

ORDINANCE GRANTING A REZONE TO BRIMSTONE RENTALS, INC.,
PROPERTY LOCATED ON BAYOU BEND/MAPLEWOOD DRIVE/ADVENT
AVENUE, FROM BUSINESS TO COMMERCIAL.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a rezone to Brimstone Rentals, Inc., property located on Bayou Bend/Maplewood Drive/Advent Avenue, from Business to Commercial for the following described property:

COM SE COR SE SW 31.9.9, TH W 439 FT, N 40 FT TO PT OF COM, TH W
ALONG N R/W LINE MAPLEWOOD DRIVE 60 FT, TH N 240 FT, W 202 FT,
S 50 FT, W 125 FT, N 821.8 FT, (MEASURED 824.89 FT) TO S BANK OF
MAPLE FORK BAYOU, S 55 DEGS E 380 FT, S 53 DEGS E 200 FT S 30
DEGS E 334.2 FT, E 46.5 FT TO W R/W LINE HWY NO 108, S ALONG SAID
LINE 231.29 FT, EAST (WEST) 152.25 FT, NORTH (SOUTH) 9.7 FT, W 100
FT, S 15 FT W 50 FT, S 139.7 FT TO COM – 8.89 ACS M/L

WHEREAS, no bars, kennels or hotel/motel shall be permitted on property.

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

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

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

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

BE IT FURTHER ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a rezone to Brimstone Rentals, Inc., property located on Bayou Bend/Maplewood Drive/Advent Avenue, from Business to Commercial.

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

MANDY THOMAS, 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



CITY OF SULPHUR
APPLICATION FOR

DEVELOPMENT APPROVAL

Date Received _____

\$50.00 Fee (Non-Refundable)

(Exact cash or check only)

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

PRINT NAME

DATE

PROPERTY OWNER INFORMATION

Name of Property Owner

(Owner must provide proof of ownership such as property tax record or recorded deed)

Mailing Address:

City:

State:

Email:

Physical Address:

City:

State:

Phone Number (H)

(W)

(C)

Location Address:

Present Zoned Classification:

PROPERTY INFORMATION

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

310909-0000-320002602 0000 310909-0000-320002001
0000 COM SE COR SE SW 31.9.9 TH W 439 FT, N 40 FT
TO PT OF COM, TH W along N R/W Line marked DR 60 FT

DO YOU CURRENTLY HAVE ANY PENDING VIOLATION WITH ANY ORDINANCE OF THE CITY OF SULPHUR

YES

NO

YOU, OR A REPRESENTATIVE, MUST ATTEND BOTH LAND USE AND CITY COUNCIL MEETING

INITIAL

REQUEST INFORMATION

☒ REZONE

☐ EXCEPTION

☐ SUBDIVISION

☐ BILLBOARD

☐ PRE. PLAT

☐ FINAL PLAT

☐ DOES REZONE REQUIRE FENCING

NAME OF SUBDIVISION

Zoning Change: From

To

Purpose of Request:

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 Land Use sign(s) placed on my property after the public hearing.

Applicant Signature:

Date:

1. Is site located within the City Limits?

2. Will the proposed use be a nuisance to the surrounding area because of odors, vibrations, unsightly areas or other unwarranted elements?

3. Is the capacity of the road and off-street parking facilities adequate for use by the proposed development?

4. Will the location be served by a fire protection?

5. Can the proposed development be expected to adversely affect the character/aesthetics of the area involved?

6. Is property within a designated flood hazard area?

Flood zone classification X bfe _____ ft.


Yes

No

N/A



MEMORANDUM

To: Board of Zoning and Land Use Commission
From: Austin Abrahams
Public Works Director, Land Use Administrator 
cc: Arlene Blanchard, Mayor Mike Danahay
Date: November 10, 2022
RE: 1. Resolution granting a rezone to Brimstone Rentals, Inc., for property located on Bayou Bend Rd. from Business to Commercial District.

Summary of Recommendation:

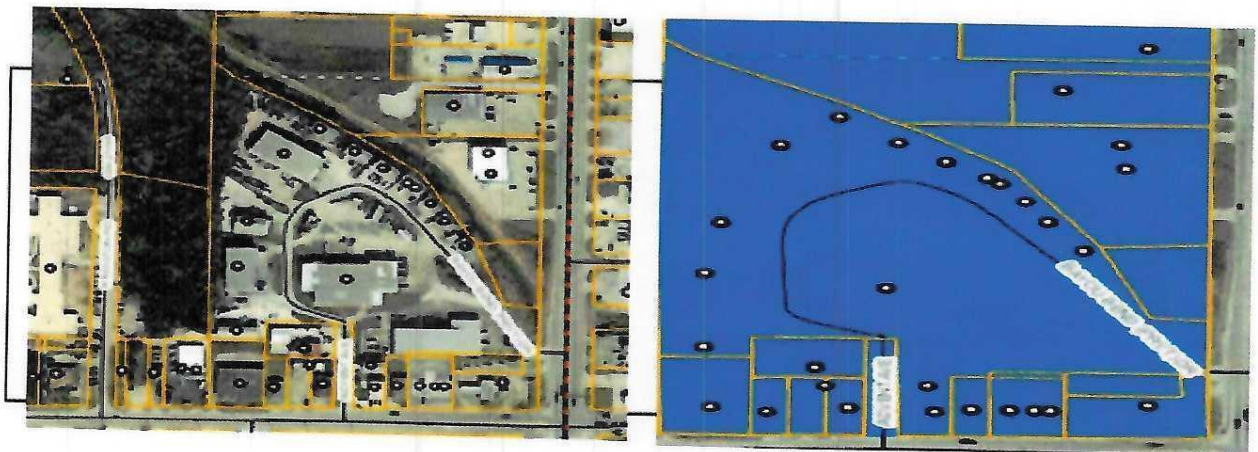
Rezoning is recommended

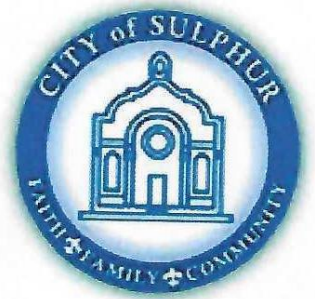
Application:

Applicant is requesting to rezone property from Business to Commercial.

Situation:

The applicant wishes to rezone from Business to Commercial. Existing businesses include light manufacturing, wholesaling and warehousing. A Commercial classification would reflect the existing and historical uses for this property.





Findings:

In accordance with Article III, Part 2, Section 5(3) of the Land Use Ordinance the application has been reviewed. The following findings are offered for your consideration:

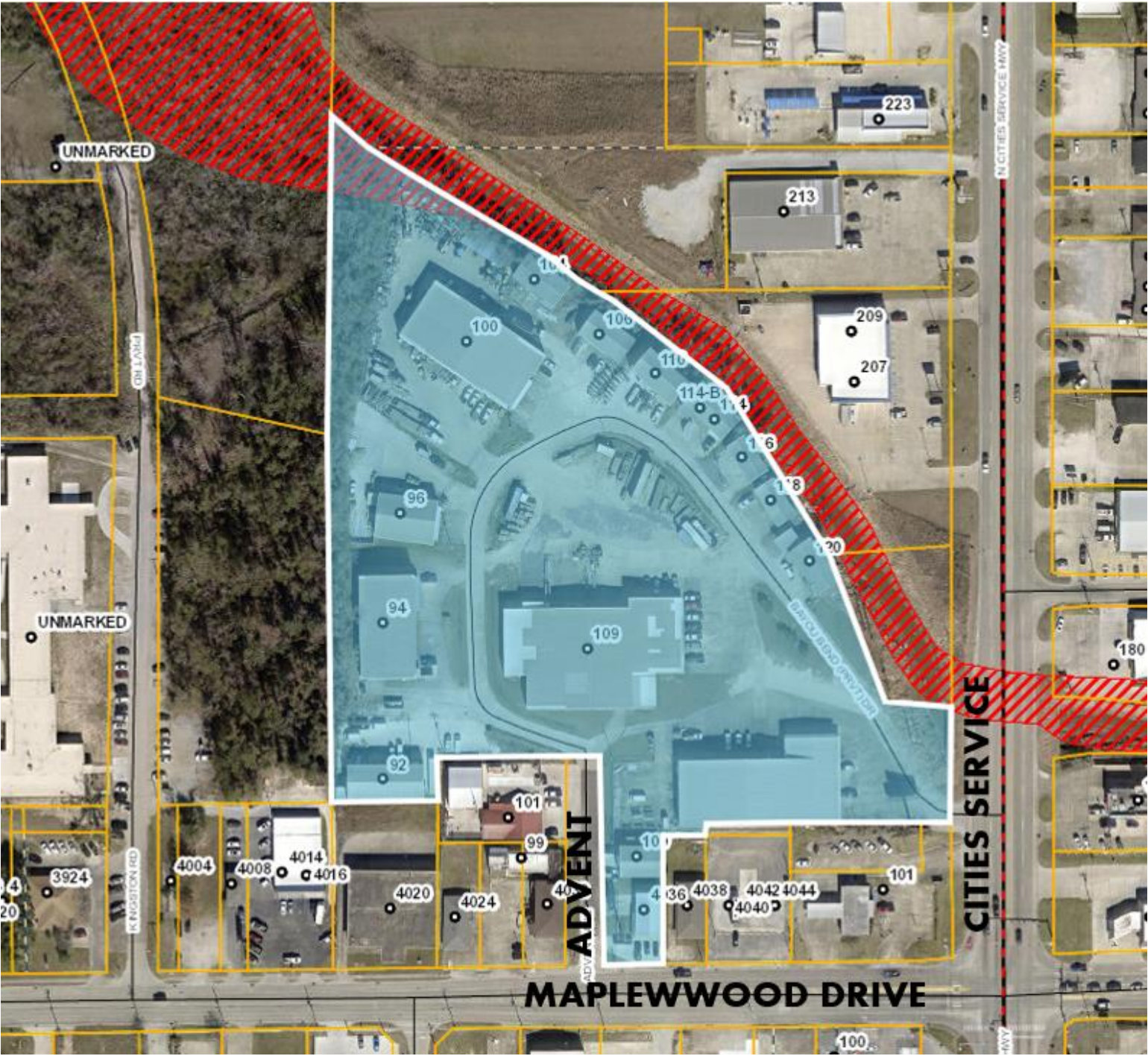
1. The considered area is bordered by Business and Residential.
2. The portion boarded by Residential land use will require a fence and buffer yard if the property is ever developed. Meets buffer yard requirements.

Recommendation:

Based on the above findings, no objection is offered to the requested rezone.

The following stipulations are suggested:

- 1.



ORDINANCE NO. _____, M-C SERIES

ORDINANCE AMENDING ORDINANCE NO. 1696, M-C SERIES – ONE-HALF CENT SALES TAX TO AMEND THE INTEREST ON THE UNPAID TAX FROM 1 ¼% TO 1%.

WHEREAS, on November 9, 2020, City Council adopted Ordinance No. 1696, M-C Series which provided for the continuation of the levy and collection of a one-half percent (1/2%) sales and use tax by the City of Sulphur, Louisiana, for an additional 10-year period beginning April 1, 2021; and

WHEREAS, Section 5 of said Ordinance shall be amended to read as follows:

SECTION 5. Interest. The interest on the unpaid Tax provided for by La. R.S. 47:337.69 shall be at the rate of one percent (1%) per month.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Ordinance No. 1696, M-C Series to reflect said change.

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

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

MANDY THOMAS, 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. 1696 MC- SERIES

ORDINANCE PROVIDING FOR THE CONTINUATION OF THE LEVY AND COLLECTION OF A ONE-HALF PERCENT (1/2%) SALES AND USE TAX ("TAX") BY CITY OF SULPHUR, LOUISIANA ("CITY"), FOR AN ADDITIONAL 10-YEAR PERIOD BEGINNING APRIL 1, 2021, IN ACCORDANCE WITH THE PROVISIONS AND TERMS OF CHAPTER 2D OF SUBTITLE II, TITLE 47 OF THE LOUISIANA REVISED STATUTES OF 1950, AS IT MAY BE AMENDED ("UNIFORM LOCAL SALES TAX CODE").

WHEREAS, pursuant to the provisions of Chapter 2-D of Subtitle II of Title 47 of the Louisiana Revised Statutes of 1950, as amended, and Article VI, Sections 7(A), 29(B), 30 and 32 of the Louisiana Constitution of 1974, and the authority granted at a special election held within the CITY, on August 15, 2020, the CITY now continues the levy and collection of the TAX for an additional 10-year period beginning April 1, 2021, the proceeds of which are to be allocated, distributed, and used by the CITY, as set forth in the proposition submitted at the election, a copy of which proposition is attached hereto as Exhibit "A" and made a part of this Ordinance as if fully set forth herein; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF SULPHUR, LOUISIANA, that:

SECTION 1. City Tax. The continuation of the TAX in favor of the CITY authorized at a special election held within the CITY, on August 15, 2020, upon the sale at retail, the use, the lease or rental, the consumption, the distribution and storage for use or consumption, of tangible personal property, and upon the sale, lease, or use of services in the CITY, shall continue to be assessed, imposed, collected, paid and enforced, in the manner and subject to the terms and provisions of Uniform Local Sales Tax Code, the provisions of which are incorporated by reference herein.

Proceeds of the TAX, described in this section shall continue to be allocated, distributed and used by the CITY in the manner and for the purposes described and provided in Exhibit "A" hereto which is the proposition approved by the electorate of the CITY at an election held August 15, 2020.

SECTION 2. Integrated Bracket Schedule Applicable to Collection. The TAX described in Section 1 shall be collected on the basis of the applicable integrated bracket schedule prescribed by the Collector of Revenue, State of Louisiana, pursuant to Section 304 of Title 47 of the Louisiana Revised Statutes 1950, as amended by (R.S. 47:304). The dealers shall remit to the sales tax collector of the CITY, the Sales and Use Tax Department of the Calcasieu Parish School Board ("COLLECTOR") and comply with the Uniform Local Sales Tax Code, particularly La. R.S. 47:337.29, the proportionate part of the sales and use taxes collected in the CITY in accordance with said integrated bracket schedule.

SECTION 3. Vendor's Compensation. For the purpose of compensating the dealer in accounting for the remitting the TAX described in this Ordinance, each dealer shall be allowed one percent (1%) of the amount of the TAX due and accounted for and remitted to the COLLECTOR in the form of a deduction in submitting his report and/or reports and paying the amount due by the dealer, provided the amount due was not delinquent at the time of payment, and provided the amount of any credit claimed for taxes already paid to a wholesaler shall not be deducted in computing the commission allowed the dealer hereunder.

SECTION 4. Exclusions and Exemptions. The TAX imposed under this Ordinance is subject to specific provisions under La. R.S. 47:305 of the Louisiana State sales and use tax laws and La. R.S. 47:337.9 of the Uniform Local Sales Tax Code. The CITY has not adopted the optional exclusions or exemptions allowed by Louisiana State sales and use tax law and codified under R.S. 47:337.10, nor shall it adopt any exclusions or exemptions which are not allowed as an exclusion or exemption from Louisiana States sales and use tax. Included within the tax base is every transaction, whether sales, use, lease or rental, or service, with no exclusions or exemptions except for those mandated upon political subdivisions by the Constitution or statutes of the State of Louisiana.

SECTION 5. Interest. The interest on the unpaid TAX provided for by La. R.S. 47:337.69 shall be at the rate of one and one-fourth percent (1-1/4%) per month.

SECTION 6. Delinquency Penalty. Penalty on the unpaid TAX as provided by La. R.S. 47:337.70 shall be five percent (5%) of the total tax due if delinquency is for not more than thirty (30) days, with an additional five percent (5%) for each additional thirty (30) days or fraction thereof during which delinquency continues, not to exceed twenty-five percent (25%) in the aggregate.

SECTION 7. Penalty for False or Fraudulent Return. Penalty as provided by La. R.S. 47:337.72 shall be fifty percent (50%) of the TAX found to be due.

SECTION 8. Negligence Penalty. The penalty provided by La. R.S. 47:337.73 shall be five percent (5%) of the TAX or deficiencies found to be due, or ten dollars (\$10.00), whichever is greater.

SECTION 9. Penalty for Insufficient funds Check. The penalty provided in La. R.S. 47:337.74 shall be an amount equal to or greater of one percent (1%) of the check or twenty dollars (\$20.00).

SECTION 10. Attorney fees. The COLLECTOR is authorized to employ private counsel to assist in the collection of any TAX, penalties or interest due under this Ordinance, or to represent him in any proceeding under this Ordinance. If any TAX, penalties or interest due under this Ordinance are referred to an attorney at law for collection, an additional charge of attorney fees, in the amount of ten percent (10%) of the TAX, penalties and interest due, shall be paid by the tax debtor. Additional provisions applicable to attorney fees, inclusive of prevailing party and waiver of such fees, are included under LA R.S. 47:337.13.1 of the Uniform Local Sales Tax Code.

SECTION 11. Limits on Interest, Penalty and Attorney Fees. Should the interest, penalties or attorney fees herein, or the combined interest, penalties and attorney fees be declared to be in excess of limits provided by other law, including relevant jurisprudence, then the maximum interest, penalties and attorney fees allowed by such other law shall apply.

SECTION 12. Collector. All sales and use taxes described in this Ordinance shall be collected by a "Collector" as provided by La. R.S. 47:301(2)(b) which shall mean and include the Calcasieu Parish School Board Sales and Use Tax Department, the entity presently collecting sales and use taxes on behalf of the CITY.

SECTION 13. Powers of Collector. The COLLECTOR is hereby authorized, empowered and directed to carry into effect the provisions of this Ordinance, to appoint deputies, assistants or agents to assist in the performance of his duties, and in pursuance thereof to make and enforce such rules as he may deem necessary.

SECTION 14. Disposition of Revenues. All TAX, revenues, funds, assessments, monies, penalties, fees or other income which may be collected or come into the possession of the COLLECTOR under any provision or provisions of this Ordinance relating to the TAX described herein shall be promptly deposited by the COLLECTOR for the amount of the CITY, provided, however, any amount which is paid under protest or which is subject to litigation may be transferred to a separate account established by the COLLECTOR with sale fiscal agent pending the final determination of the protest or litigation.

Out of the funds on deposit in such special funds, the COLLECTOR shall first pay all reasonable and necessary costs and expenses of administering and collecting the TAX described herein and administering the provisions of this Ordinance, as well as the various administrative and enforcement procedures. Such costs and expenses shall be reported by the COLLECTOR monthly to the CITY.

In compliance with the special election authorizing the renewal of the levy and collection of the TAX described herein, after all reasonable and necessary costs and expenses of collecting and administration of the TAX have been paid as provided for above, the remaining balance in such special funds shall be available for appropriation and expenditure by the City, solely for the purposes designated in the proposition authorizing the levy of the TAX.

SECTION 15. Accounting for Funds. All funds or accounts described herein may be separate funds for accounts or may be a separate accounting with a general or "sweep" funds or account containing monies from multiple sources so long as separate accounting of such monies is sustained.

SECTION 16. Severability. If any one or more of the provisions of this Ordinance shall for any reason be held to be illegal or invalid, such illegality or invalidity shall be affect any other provisions of this Ordinance, but this Ordinance shall be construed and enforced as if such illegal or invalid provisions had not been contained herein. Any constitutional or statutory provision enacted after the date of this Ordinance which validates or makes legal any provision of this Ordinance which would not otherwise be valid or illegal, shall be deemed to apply to this Ordinance.

SECTION 17. Uniform Local Sales Tax Code is Controlling. If any provisions of this Ordinance shall be in conflict with the provisions of the Uniform Local Sales Tax Code, the provisions of the Uniform Local Sales Tax Code shall be controlling.

SECTION 18. Effect Upon Prior Sales Tax Ordinances. With respect to the City TAX, this Ordinance shall be considered as additional and supplemental to the ordinances heretofore adopted by the City, to provide that the TAX now authorized to be levied in the CITY shall hereinafter be collected, administered and enforced in the manner provided by the Uniform Local Sales Tax Code and shall not be construed to rescind and repeal any prior resolutions or ordinances of the CITY relating to the levy, allocation, distribution and use of the proceeds of the TAX.

SECTION 19. Effective Date. The continuation of the TAX shall be effective on April 1, 2021.

SECTION 20. Term. The TAX shall remain in effect for ten (10) years (April 1, 2021 through March 31, 2031.

SECTION 21. Publication and Recordation. A copy of this Ordinance shall be duly published in the "Southwest Daily News", official journal of the CITY, as soon as is reasonably possible. A certified copy of this Ordinance shall be recorded in the mortgage records of Calcasieu Parish, Louisiana.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur Louisiana, on this 9th
day of November, 2020.

M. K. Koonce
MIKE KOONCE, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
10th day of November,
2020, at 8:00 o'clock a.m.

Arlene Blanchard
ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received
from the Mayor at 8:30 o'clock a.m.
on this 10th day of November,
2020, the foregoing ordinance which has
approved/vetoed by the Mayor.

Arlene Blanchard
ARLENE BLANCHARD, Clerk

APPROVED
Mike Danahay
MIKE DANAHAY - MAYOR
DATE 11/10/2020

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AMENDING ORDINANCE NO. 617, M-C SERIES – ONE-PERCENT SALES TAX TO AMEND THE INTEREST ON THE UNPAID TAX FROM 1 ¼% TO 1%).

WHEREAS, on August 24, 2004, City Council adopted Ordinance No. 617, M-C Series which provided for the continuation of the levy and collection of a one percent (1%) sales and use tax by the City of Sulphur, Louisiana, for an additional 25-year period beginning January 1, 2005; and

WHEREAS, Section 5 of said Ordinance shall be amended to read as follows:

SECTION 5. Interest. The interest on the unpaid Tax provided for by La. R.S. 47:337.69 shall be at the rate of one percent (1%) per month.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Ordinance No. 617, M-C Series to reflect said change.

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

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

MANDY THOMAS, 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. 617, M-C SERIES

An Ordinance providing for the continuation of the levy and collection of a one-percent (1%) sales and use tax ("Tax") by City of Sulphur, Louisiana ("City"), for an additional 25-year period beginning January 1, 2005, in accordance with the provisions and terms of Chapter 2D of Subtitle II, Title 47 of the Louisiana Revised Statutes of 1950, as it may be amended ("Uniform Local Sales Tax Code").

WHEREAS, pursuant to the provisions of Section 2737.59 of Title 33 of the Louisiana Revised Statutes of 1950, as amended, and Article VI, Sections 7(A), 29(B), 30 and 32 of the Louisiana Constitution of 1974, and the authority granted at a special election held within City, on July 17, 2004, the City now continues the levy and collection of the Tax for an additional 25-year period beginning January 1, 2005, the proceeds of which are to be allocated, distributed, and used by the City, as set forth in the proposition submitted at the election, a copy of which proposition is attached hereto as Exhibit "A" and made a part of this Ordinance as if fully set forth herein; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF SULPHUR, LOUISIANA, that:

SECTION 1. City Tax. The continuation of the Tax in favor of the City authorized at a special election held within the City, on July 17, 2004, upon the sale at retail, the use, the lease or rental, the consumption, the distribution and storage for use or consumption, of tangible personal property, and upon the sale of services in the City, shall continue to be assessed, imposed, collected, paid and enforced, in the manner and subject to the terms and provisions of Uniform Local Sales Tax Code, the provisions of which are incorporated by reference herein.

Proceeds of the Tax, described in this section shall continue to be allocated, distributed and used by the City in the manner and for the purposes described and provided for in Exhibit "A" hereto which is the proposition approved by the electorate of the City at an election held July 17, 2004.

SECTION 2. Integrated Bracket Schedule Applicable to Collection. The Tax described in Section 1 shall be collected on the basis of the applicable integrated bracket schedule prescribed by the Collector of Revenue, State of Louisiana, pursuant to Section 304 of Title 47 of the Louisiana Revised Statutes of 1950, as amended (R.S. 47:304). The dealers shall remit to the sales tax collector of the City, the Sales and Use Tax Department of the Calcasieu Parish School Board ("Collector") and comply with the Uniform Local Sales Tax Code, particularly La. R. S. 47:337.29, the proportionate part of the sales and use taxes collected in the City in accordance with said integrated bracket schedule.

SECTION 3. Vendor's Compensation. For the purpose of compensating the dealer in accounting for and remitting the Tax described in this Ordinance, each dealer shall be allowed one percent (1%) of the amount of the Tax due and accounted for and remitted to the Collector in the form of a deduction in submitting his report and/or reports and paying the amount due by the dealer, provided the amount due was not delinquent at the time of payment, and provided the amount of any credit claimed for taxes already paid to a wholesaler shall not be deducted in computing the commission allowed the dealer hereunder.

SECTION 4. Exclusions and Exemptions. The Tax imposed under this Ordinance is subject to specific provisions under La. R.S. 47:305 of the Louisiana State sales and use tax laws and La. R.S. 47:337.9 of the Uniform Local Sales Tax Code. The City has not adopted the optional exclusions or exemptions allowed by Louisiana State sales and use tax law and codified under R.S. 47:337.10, nor shall it adopt any exclusions or exemptions which are not allowed as an exclusion or exemption from Louisiana State sales and use tax. Included within the tax base is every transaction, whether sales, use, lease or rental, or service, with no exclusions or exemptions except for those mandated upon political subdivisions by the Constitution or statutes

of the State of Louisiana.

SECTION 5. Interest. The interest on the unpaid Tax provided for by La. R.S. 47:337.69 shall be at the rate of one and one-fourth percent (1-1/4%) per month.

SECTION 6. Delinquency Penalty. Penalty on the unpaid Tax as provided by La. R. S. 47:337.70 shall be five percent (5%) per month.

SECTION 7. Penalty for False or Fraudulent Return. Penalty as provided by La. R.S. 47:337.72 shall be fifty percent (50%) of the Tax found to be due.

SECTION 8. Negligence Penalty. The penalty provided by La. R.S. 47:337.73 shall be five percent (5%) of the Tax or deficiencies found to be due, or ten dollars (\$10.00), whichever is greater.

SECTION 9. Penalty for Insufficient Funds Check. The penalty provided in La. R.S. 47:337.74 shall be an amount equal to the greater of one percent (1%) of the check or twenty dollars (\$20.00).

SECTION 10. Attorney Fees. The Collector is authorized to employ private counsel to assist in the collection of any Tax, penalties or interest due under this Ordinance, or to represent him in any proceeding under this Ordinance. If any Tax, penalties or interest due under this Ordinance are referred to an attorney at law for collection, an additional charge of attorney fees, in the amount of ten percent (10%) of the Tax, penalties and interest due, shall be paid by the tax debtor.

SECTION 11. Limits on Interest, Penalty and Attorney Fees. Should the interest, penalties or attorney fees herein, or the combined interest, penalties and attorney fees be declared to be in excess of limits provided by other law, including relevant jurisprudence, then the maximum interest, penalties and attorney fees allowed by such other law shall apply.

SECTION 12. Collector. All sales and use taxes described in this ordinance shall be collected by a "Collector" as provided by La. R.S. 47:301.(2)(b) which shall mean and include the Calcasieu Parish School Board Sales and Use Tax Department, the entity presently collecting sales and use taxes on behalf of the City.

SECTION 13. Powers of Collector. The Collector is hereby authorized, empowered and directed to carry into effect the provisions of this Ordinance, to appoint deputies, assistants or agents to assist in the performance of his duties, and in pursuance thereof to make and enforce such rules as he may deem necessary.

SECTION 14. Disposition of Revenues. All Tax, revenues, funds, assessments, monies, penalties, fees or other income which may be collected or come into the possession of the Collector under any provision or provisions of this Ordinance relating to the Tax described herein shall be promptly deposited by the Collector for the account of the City, provided, however, any amount which is paid under protest or which is subject to litigation may be transferred to a separate account established by the Collector with said fiscal agent pending the final determination of the protest or litigation.

Out of the funds on deposit in such special funds, the Collector shall first pay all reasonable and necessary costs and expenses of administering and collecting the Tax described herein and administering the provisions of this Ordinance, as well as the various administrative and enforcement procedures. Such costs and expenses shall be reported by the Collector monthly to the City.

In compliance with the special election authorizing the renewal of the levy and collection of the Tax described herein, after all reasonable and necessary costs and expenses of collecting and administration of the Tax have been paid as provided for above, the remaining balance in such special funds shall be available for appropriation and expenditure by the City,

solely for the purposes designated in the proposition authorizing the levy of the Tax.

SECTION 15. Accounting for Funds. All funds or accounts described herein may be separate funds or accounts or may be a separate accounting with a general or "sweep" fund or account containing monies from multiple sources so long as separate accounting of such monies is maintained.

SECTION 16. Severability. If any one or more of the provisions of this Ordinance shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Ordinance, but this Ordinance shall be construed and enforced as if such illegal or invalid provisions had not been contained herein. Any constitutional or statutory provision enacted after the date of this Ordinance which validates or makes legal any provision of this Ordinance which would not otherwise be valid or legal, shall be deemed to apply to this Ordinance.

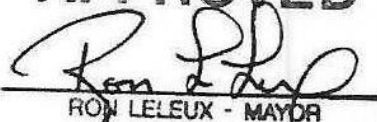
SECTION 17. Uniform Local Sales Tax Code is Controlling. If any provision of this Ordinance shall be in conflict with the provisions of the Uniform Local Sales Tax Code, the provisions of the Uniform Local Sales Tax Code shall be controlling.

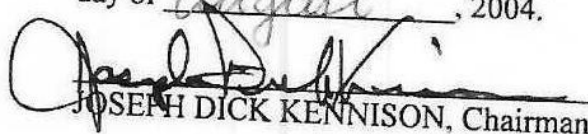
SECTION 18. Effect Upon Prior Sales Tax Ordinances. With respect to the City Tax, this Ordinance shall be considered as additional and supplemental to the ordinances heretofore adopted by the City, to provide that the Tax now authorized to be levied in the City shall hereinafter be collected, administered and enforced in the manner provided by the Uniform Local Sales Tax Code and shall not be construed to rescind and repeal any prior resolutions or ordinances of the City relating to the levy, allocation, distribution and use of the proceeds of the Tax.

SECTION 19. Effective Date. The continuation of the Tax shall be effective on January 1, 2005.


SECTION 20. Term. The Tax shall remain in effect for twenty-five (25) years (January 1, 2005, through December 31, 2029).

SECTION 21. Publication and Recordation. A copy of this Ordinance shall be duly published in the "Southwest Daily News", official journal of the City, as soon as is reasonably possible. A certified copy of this Ordinance shall be recorded in the mortgage records of Calcasieu Parish, Louisiana.

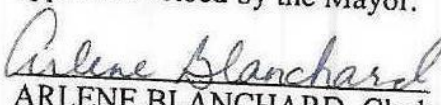
APPROVED

RON LELEUX - MAYOR
DATE: August 25, 2004

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this 24th
day of August, 2004.

JOSEPH DICK KENNISON, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
25th day of August,
2004, at 4:00 o'clock a.m.


ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received
from the Mayor at 10:30 o'clock a.m.
on this 25th day of August,
2004, the foregoing ordinance which has
approved/vetoed by the Mayor.


ARLENE BLANCHARD, Clerk

ORDINANCE NO. _____, M-C SERIES

ORDINANCE GRANTING A RIGHT OF WAY AND AUTHORIZING
MAYOR MIKE DANAHAY TO EXECUTE RIGHT OF WAY WITH
ENTERGY LOUISIANA, LLC, FOR PROPERTY LOCATED OVER OR
ACROSS ROSELAWN CEMETERY.

WHEREAS, the City of Sulphur desires to grant a right of way over or across Roselawn Cemetery to Entergy Louisiana, LLC that varies in width for a transmission line;

WHEREAS the property to be subjected to the right of way is described as set forth and shown on Exhibit A, attached hereto.

NOW, THEREFORE, BE IT ORDAINED that Mayor Mike Danahay is hereby authorized and empowered, in accordance with the Home Rule Charter, to execute said Right of Way.

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

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

MANDY THOMAS, 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

(01/27/2005)

STATE OF LOUISIANA

PARISH OF CALCASIEU

Indexing Instructions: _____

Line/Project Identification: _____

RIGHT-OF-WAY INSTRUMENT
ENTERGY LOUISIANA, LLC

KNOW ALL MEN BY THESE PRESENTS THAT: CITY OF SULPHUR, a Louisiana Governmental Entity, whose mailing address is PO Box 1309, Sulphur, Louisiana 70664, represented herein by Mike Danahay, Mayor; (referred to collectively, whether one or more, as "Grantor") for and in consideration of One Dollar and other valuable consideration, in hand paid to Grantor, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign, and convey unto, **Entergy Louisiana, LLC**, a Texas Limited Liability Company and its successors and assigns (collectively "Grantee"), a right-of-way, servitude and easement that varies in width for the location, relocation, improvements, repair, construction, reconstruction, operation, inspection, patrol, replacement, removal and maintenance of one or more electric power lines, circuit or circuits and/or communication facilities (to be used for operation of Grantee's utility system), now or in the future, including, but not necessarily limited to, poles, towers, cross arms, insulators, wires, cables, conduits, hardware, transformers, switches, guy wires, anchors and other equipment, structures, material and appurtenances, now or hereafter used, useful or desired in connection therewith by Grantee (hereinafter "Grantee's facilities") over, across, under or on that land of Grantor in the Parish of Calcasieu, State of Louisiana described as follows, to-wit:

That certain tract or parcel of land, situated in Section 3, Township 10 South, Range 10 West and/or Section 34, Township 9 South, Range 10 West, Calcasieu Parish, Louisiana, being known as Roselawn Cemetery, and being further described in that certain Warranty Deed, dated February 9, 1988, and recorded at Book 2058, Page 110, under Entry No. 1976073, of the Conveyance Records, of Calcasieu Parish, Louisiana.

Said right-of-way, servitude and easement being more particularly described and shown on Exhibits "A" & "B" attached hereto and made a part hereof.

Grantor hereby grants to Grantee the rights of ingress and egress, as reasonably necessary and in a reasonable manner, at any time, without notice, to, from, or along said right-of-way across the adjoining land of the Grantor, including, but not limited to, the passage of vehicles and equipment upon said right-of-way; the right to install, extend and maintain guy wires and anchors beyond the limits of said right-of-way under emergency circumstances, which guy wires and anchors shall be removed by Grantee as soon as practicable.

Grantee shall have the full and continuing right, without further compensation, to clear and keep clear vegetation within or growing into said right-of-way and the further right to remove or modify from time to time trees, limbs, and/or vegetation outside the said right of way which Grantee considers a risk to any of Grantee's facilities or a risk to the rendering of adequate and dependable service to Grantor or any of Grantee's customers, by use of a variety of methods used in the vegetation management industry. As used in this paragraph, "risk" includes any trees, limbs, and/or vegetation that Grantee determines are tall enough that if they fell may strike, hit, or come in contact with any of Grantee's facilities. Grantee shall pay to Grantor, or Grantor's successor in title, the reasonable market value, as timber, of such trees when removed outside of the said right-of-way.

Grantee shall pay Grantor for physical damages 1) to Grantor's buildings or other structures located outside said right-of-way and 2) to Grantor's growing annual crops, road, bridges and fences where such physical damage is caused by the construction and/or maintenance of Grantee's facilities.

Grantor retains the right to use for Grantor's own purposes the land covered by the said right-of-way so long as such use does not interfere with Grantee's use of said right-of-way and other rights herein granted.

Grantor shall not construct or permit the construction of any structure, obstruction or other hazard within the said right-of-way, including but not limited to, any house, barn, garage, shed, pond, pool, water impoundment, excavation or well, excepting only (a) Grantor's fence(s) and Grantee's facilities, and (b) Grantor's improvements or constructions within or encroaching into the said right-of-way existing on the date of this instrument and shown on Exhibits attached hereto; provided that Grantor shall not modify, alter, extend or add to, or reconstruct such improvements or constructions without the prior written consent of Grantee. Grantor shall not construct or permit the construction of any buildings or other structures on land adjoining said right-of-way in violation of the minimum clearances from the lines and facilities of Grantee, as provided in the National Electrical Safety Code.

This Right of Way Instrument may be executed in multiple parts where there are multiple owners, each of which such multiple part shall be binding on the party or parties so executing.

IN WITNESS WHEREOF, Grantor has executed this Right-of-Way Instrument on this ____ day of _____, 2022.

WITNESSES:

GRANTOR:

Print Name

City of Sulphur
By: Mike Danahay, Mayor

Print Name

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME, the undersigned notary, personally came and appeared _____, who being first sworn, did depose and say that he/she signed the foregoing instrument as a witness in the presence of City of Sulphur, represented herein by Mike Danahay, Mayor, and another subscribing witness, all of whom signed in my presence, each signing in the presence of all the others, and that all of said signatures thereto are genuine and correct.

Appearing Witness

Sworn to and subscribed before me this ____ day of _____, 2022.

Notary Public

BASIS OF BEARINGS

BEARINGS ARE LISTED TO THE RIGHT OF EACH LINE. THE BEARING OF A LINE IS THE ANGLE MEASURED IN DEGREES FROM THE PRECEDING LINE TO THE FOLLOWING LINE. THE BEARING OF A LINE IS THE ANGLE MEASURED IN DEGREES FROM THE PRECEDING LINE TO THE FOLLOWING LINE.

REFERENCE DOCUMENTS

1. RECORD DRAWING NO. 295-286-63, CITY OF SULPHUR, CALCASIEU PARISH, LOUISIANA, DATED 10/15/2011.
2. RECORD DRAWING NO. 295-286-63, CITY OF SULPHUR, CALCASIEU PARISH, LOUISIANA, DATED 10/15/2011.
3. RECORD DRAWING NO. 295-286-63, CITY OF SULPHUR, CALCASIEU PARISH, LOUISIANA, DATED 10/15/2011.

SECOND SUBDIVISION SULFUR FARMS
SECTION 3, T10S - R10W
CALCASIEU PARISH, LOUISIANA
SOUTHWESTERN LAND DISTRICT

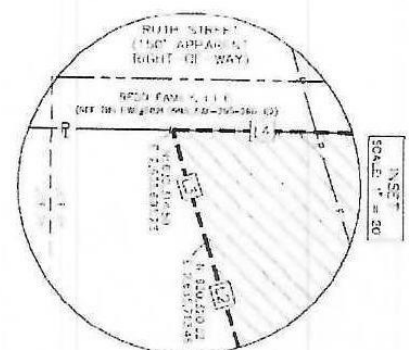
POINT OF BEGINNING
N 89°14'45" E 180.0'
E 259.04137'

POINT OF BEGINNING
N 89°14'45" E 180.0'
E 259.04137'

ADJUTANT
SCALE 1"=400'

LEGEND

- PROPERTY LINE
- RIGHT OF WAY
- EXISTING EASEMENT
- EXISTING EASEMENT
- EXISTING EASEMENT
- EXISTING EASEMENT



LINE TABLE

LINE NO.	BEARING	DISTANCE	STATION
1	N 89°14'45" E	180.0'	1+00.00
2	E 259.04137'	259.04137'	1+180.00
3	S 89°14'45" W	180.0'	1+439.04
4	W 259.04137'	259.04137'	1+700.00
5	N 89°14'45" E	180.0'	1+959.04
6	E 259.04137'	259.04137'	2+000.00



THIS IS TO CERTIFY THAT THE SURVEY WAS DONE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF LOUISIANA. I HAVE REVIEWED THE SURVEY AND FIND IT TO BE CORRECT AND ACCURATE. I HAVE ALSO REVIEWED THE SURVEY AND FIND IT TO BE CORRECT AND ACCURATE. I HAVE ALSO REVIEWED THE SURVEY AND FIND IT TO BE CORRECT AND ACCURATE.

NOTES

1. THE SURVEY WAS DONE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF LOUISIANA.
2. THE SURVEY WAS DONE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF LOUISIANA.
3. THE SURVEY WAS DONE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF LOUISIANA.

EXHIBIT "A"



SCALE 1"=100'			
0	20	40	60
0	20	40	60

DRAWING NO.	DATE	BY	APP. BY	DATE
295-286-63	10/15/2011	JOB	APP.	10/15/2011

RIGHT OF WAY PLAT
ENTERGY LOUISIANA, L.L.C.
PLAT SHOWING RIGHT OF WAY TO SERVE EXISTING
ENTERGY LOUISIANA, L.L.C. TRANSMISSION LINE
CROSSING TRACT BELONGING TO
CITY OF SULPHUR, LOCATED IN SECTION 3,
T10S-R10W, CALCASIEU PARISH, LOUISIANA

EXHIBIT B
CAL 295-296-63
EXISTING ENTERGY LOUISIANA, L.L.C. TRANSMISSION LINE
CROSSING TRACT BELONGING TO
THE CITY OF SULPHUR
LOCATED IN SECTION 3, T10S-R10W
CALCASIEU PARISH, LOUISIANA

A CERTAIN TRACT OF LAND LOCATED IN SECTION 3, TOWNSHIP 10 SOUTH, RANGE 10 WEST, CALCASIEU PARISH, LOUISIANA (SOUTHWESTERN LAND DISTRICT) BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2" IRON ROD SITUATED AT THE NORTHEAST CORNER OF LOT 35, SECOND SUBDIVISION SULFUR FARMS, SAID POINT HAVING COORDINATES OF N=630,594.08 AND E=2,636,128.22;

THENCE, S 80°34'45" W DISTANCE OF 186.97 FEET TO A POINT ON THE EASTERN BOUNDARY LINE OF TRACT BELONGING TO THE CITY OF SULPHUR HAVING COORDINATES OF N=630,563.47 AND E=2,635,943.76, SAID POINT BEING THE POINT OF BEGINNING.

THENCE, ALONG SAID EASTERN BOUNDARY LINE, S 12°05'13" E A DISTANCE OF 165.63 FEET TO A POINT;

THENCE, S 72°54'20" W A DISTANCE OF 277.23 FEET TO A POINT;

THENCE, S 73°08'37" W A DISTANCE OF 19.05 FEET TO THE WESTERN BOUNDARY LINE OF SAID TRACT;

THENCE, ALONG SAID WESTERN BOUNDARY LINE, N 00°21'33" E A DISTANCE OF 172.88 FEET TO A POINT;

THENCE, N 72°54'20" E A DISTANCE OF 258.89 FEET BACK TO THE POINT OF BEGINNING AND CONTAINING 1.051 ACRES.

ALL AS MORE FULLY DESCRIBED ON PLAT PREPARED BY T. BAKER SMITH, L.L.C., ENTITLED "EXHIBIT A – RIGHT OF WAY PLAT ENTERGY LOUISIANA, L.L.C. PLAT SHOWING RIGHT OF WAY TO SERVE EXISTING ENTERGY LOUISIANA, L.L.C. TRANSMISSION LINE CROSSING TRACT BELONGING TO THE CITY OF SULPHUR, LOCATED IN SECTION 3, T10S-R10W CALCASIEU PARISH, LOUISIANA" DATED SEPTEMBER 23, 2022. ALL BEARINGS, DISTANCES, AND COORDINATES ARE BASED ON LOUISIANA COORDINATE SYSTEM, SOUTH ZONE (NAD 83).


Shane J. Kirkland
SHANE J. KIRKLAND, P.L.S., LA 5142

9/23/22
DATE

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AMENDING ORDINANCE NO. 1712, M-C SERIES, WHICH AUTHORIZED MAYOR DANAHAY TO ENTER INTO A COOPERATE ENDEAVOR AGREEMENT WITH CALCASIEU PARISH POLICE JURY AND WARD 4 MARSHAL’S OFFICE FOR SALARIES FOR THE MARSHAL’S OFFICE.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Ordinance No. 1712, M-C Series and authorize Mayor Danahay to sign amended Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury and Calcasieu Parish Ward 4 Marshal’s Office concerning funding of salaries.

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

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

MANDY THOMAS, 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

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE
CALCASIEU PARISH POLICE JURY
AND
THE CALCASIEU PARISH WARD FOUR MARSHAL’S OFFICE
AND
THE CITY OF SULPHUR**

STATE OF LOUISIANA
PARISH OF CALCASIEU

THIS COOPERATIVE ENDEAVOR AGREEMENT is hereby made and entered into this _____ day of _____ 2022, by and between the CALCASIEU PARISH POLICE JURY, hereinafter referred to as "PARISH," a political subdivision of the State of Louisiana, represented herein by its duly authorized Administrator, Bryan C. Beam, and the CALCASIEU PARISH WARD FOUR MARSHAL’S OFFICE, hereinafter referred to as "MARSHAL," a political subdivision of the State of Louisiana, represented herein by its duly elected Marshal, Brandon Dever, and the CITY OF SULPHUR, hereinafter referred to as "CITY," a political subdivision of the State of Louisiana, and represented herein by its duly elected Mayor, Mike Danahay.

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 and CITY have the responsibility under Louisiana Revised Statutes 13:1881 and 13:1883 to provide for the compensation of the MARSHAL and any deputy marshals appointed by the MARSHAL;

WHEREAS, the PARISH, the CITY and the MARSHAL have respectively paid various amounts of compensation for the MARSHAL and the MARSHAL’s personnel;

WHEREAS, this agreement supersedes the agreement executed on 26th day of May, 2021 wherein the PARISH agreed to provide funding to the CITY for the MARSHAL’s compensation and the compensation of other employees previously funded in whole or in part by the PARISH;

WHEREAS, the PARISH and the CITY consider the public benefit of the services provided by the MARSHAL to be proportionate to the costs associated with this activity.

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

Page 1 of 8

1. Scope of Agreement

The MARSHAL, the PARISH and the CITY shall all contribute to funding the compensation of the MARSHAL and the MARSHAL's personnel. The CITY agrees administer and pay the compensation (salaries and benefits) of the MARSHAL and the MARSHAL's personnel. The MARSHAL and the PARISH will make payments of agreed upon amounts to the CITY as reimbursement for compensation payments made by the CITY.

2. Term of Agreement

The initial term of this agreement shall be for a period of two years commencing on January 1, 2021 and continuing until December 31, 2023. This agreement shall automatically renew for successive one-year periods with the same prices, terms and conditions unless any of the parties to the agreement give written notice of their intent not to renew.

3. Payment Terms

Under this agreement, the PARISH agrees to pay the CITY, on behalf of the MARSHAL, a sum of ninety thousand dollars (\$90,000) for each calendar year beginning January 1, 2021, which is inclusive of all amounts properly due. Payment shall be made on a quarterly basis upon receipt of an invoice from the CITY accompanied by proper supporting payroll documentation. Until July 31, 2022, the PARISH was the pay master for several of the MARSHAL's employees. Any amount paid by the PARISH as pay master and not reimbursed by the MARSHAL will be considered part of the above referenced ninety thousand dollars for the calendar year payments in 2021 and 2022.

If this agreement extends beyond the current fiscal year and notwithstanding anything to the contrary and when applicable, all parties acknowledge and agree that pursuant to the applicable state law, this agreement is subject to an annual appropriation dependency requirement to the effect that the renewal of this agreement is contingent upon the appropriation of funds by each party to fulfill any future payment requirements of this agreement. If any party fails to appropriate sufficient monies to provide for any future payment requirements under this agreement, this agreement shall terminate on the last day of the last fiscal year for which that party's funds were appropriated.

4. Amendments and Assignments

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

5. Records and Audits

For audit purposes, all records will be made available by any party to any authorized representative of other parties and said records will be retained for three (3) years from the final contractual payment under this agreement. It is also agreed that all records shall be made available to any party at no additional charge for such information. If any confidential information is obtained during the course of this agreement, all parties agree not to release that information without the approval of the other parties unless instructed otherwise by court order, grantor, auditor, public information request or as required by law.

6. Independent Employment Status

The MARSHAL's Office employees shall be employees of the MARSHAL and shall not be the employees of the PARISH or the CITY except to the extent included in the CITY's liability, workers' compensation, or other insurance coverage. As between the parties to this agreement, the MARSHAL shall be solely responsible for the actions of his employees and shall hold harmless and fully indemnify the PARISH and the CITY in the event anyone asserts a claim related to their employment status including any claim made on the basis of the actions of the MARSHAL or his employees, except to the extent covered by insurance coverage maintained by the CITY.

7. Indemnity

This agreement is intended for the benefit of the PARISH, the CITY and the MARSHAL and does not confer any rights upon any other third parties. All rights by and between the PARISH, the CITY and the MARSHAL are limited to the actions outlined in the applicable local, state and federal laws, regulations and policies.

Each party to this agreement will indemnify, defend, and hold harmless the other parties, including their employees and agents, from and against any and all claims or liabilities arising from the fault of that party, its employees or agents in carrying out the party's duties and obligations under the terms of this agreement. This section will survive the termination of this agreement. In the event that any party takes any action to enforce this mutual indemnity provision, the prevailing party shall be entitled to recover reasonable attorney's fees and costs arising as a result thereof.

8. Termination of Agreement and Dispute Resolution

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

9. Severability, Entire Agreement and Captions

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

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

10. No Authorship Presumptions

The PARISH, the CITY and the MARSHAL have had an opportunity to negotiate the language of this agreement in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship. The PARISH, the CITY and the MARSHAL hereby waive the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this agreement, including but not limited to, any rule of law to the effect that any provision of this agreement shall be interpreted or construed against the party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any person that becomes a party by reason of assignment and/or assumption of this agreement and any successor to a signatory party.

11. Address of Notices and Communications

All notices between the PARISH, the CITY and the DISTRICT provided for pursuant to this agreement shall be in writing. The name and address of the PARISH's representative is:

Mr. Bryan C. Beam, Administrator
Calcasieu Parish Police Jury
P.O. Box 1583
Lake Charles, Louisiana 70602

The name and address of the CITY's representative is:

Honorable Mike Danahay, Mayor
Sulphur City Hall
101 North Huntington Street
Sulphur, Louisiana 70663

The name and address of the MARSHAL's representative is:

Mr. Brandon Dever, Marshal
Ward Four Marshal's Office
802 South Huntington Street
Sulphur, Louisiana 70663

In the event that the mailing address of the PARISH, the CITY or the MARSHAL changes during the terms of this agreement, or that there is a change in the designated points of contact, the party with the address change or change of contact shall immediately notify the other parties of the change.

[The remainder of this page is intentionally left blank.]

THUS DONE AND SIGNED on the ____ day of _____ 2022, in Lake Charles, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

CALCASIEU PARISH POLICE JURY:

Witness Signature

BY: _____
BRYAN C. BEAM, ADMINISTRATOR

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

THUS DONE AND SIGNED on the ____ day of _____ 2022, 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: _____
MIKE DANAHAAY, MAYOR

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

THUS DONE AND SIGNED on the ____ day of _____ 2022, in _____,
Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due
reading of the whole.

WITNESSES:

WARD FOUR MARSHAL’S OFFICE:

Witness Signature

BY: _____
BRANDON DEVER, MARSHAL

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING MAYOR MIKE DANAHAAY TO ENTER INTO
A JOINT SERVICES AGREEMENT WITH CALCASIEU PARISH PUBLIC
SAFETY COMMUNICATIONS DISTRICT FOR DISPATCHING SERVICE
TO THE SULPHUR FIRE DEPARTMENT.

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 Joint Services Agreement with Calcasieu Parish Public Safety Communications District for dispatching service to the Sulphur Fire Department.

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

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

MANDY THOMAS, 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 : JOINT SERVICE AGREEMENT

This Joint Service Agreement is entered into by and between the CALCASIEU COMMUNICATIONS DISTRICT ("COMMUNICATIONS DISTRICT") herein represented by its duly authorized Executive Director, Richard J. McGuire appearing herein pursuant to a Resolution hereunto attached and made a part hereof; The SULPHUR FIRE DEPARTMENT, Calcasieu Parish, Louisiana (SULPHUR FIRE DEPARTMENT), herein represented by Mike Danahay, Mayor, appearing herein pursuant to the attached Resolution adopted by the Board of Commissioners, for the following consideration, and subject to the following conditions, the parties do hereby contract as follows:

1.

The COMMUNICATIONS DISTRICT shall provide dispatching service to the *Sulphur Fire Department*.

2.

The *Sulphur Fire Department* shall remit to the COMMUNICATIONS DISTRICT, Twenty nine-thousand, five-hundred twenty-five dollars (\$29,525.00) per year for this dispatch service.

The initial term shall be one (1) year. This Agreement shall be renewed on an annual basis, unless written notice of cancellation is given at least thirty (30) days prior to the anniversary date.

The commencement and/or anniversary date is January 1, 2023.

3.

The *Sulphur Fire Department* agrees to purchase and install, at its own expense, all equipment necessary to enable the *Sulphur Fire Department* to communicate with E-911 System.

4.

The *Sulphur Fire Department* shall secure and maintain a maintenance/service contract for service on their communications equipment installed at the Communications District by a vendor approved by the Communications District. This maintenance/service contract shall provide 24 hour a day, 7 days a week coverage.

Sulphur Fire Department authorizes the COMMUNICATIONS DISTRICT to order emergency maintenance on the *Sulphur Fire Department* communications equipment when necessary to keep the *Sulphur Fire Department* communications equipment functioning.

5.

Sulphur Fire Department agrees to indemnify and hold the COMMUNICATIONS DISTRICT harmless for any claim that may arise out of or result from the COMMUNICATION DISTRICT'S operations under this Agreement.

THUS DONE AND PASSED at Lake Charles, Louisiana, on the _____ day of _____, 2022.

WITNESSES: CALCASIEU COMMUNICATIONS DISTRICT

BY: _____
Robert Daughdril, Chairman

NOTARY PUBLIC

THUS DONE AND PASSED AT _____, Louisiana, on
The ____ day of _____, 2022.

WITNESSES: SULPHUR FIRE DEPARTMENT

BY: _____
Mayor

NOTARY PUBLIC

ORDINANCE NO. _____, M-C SERIES

**ORDINANCE AUTHORIZING THE PRIVATE SALE OF A POLICE
DOG TO A POLICE OFFICER THAT IS NO LONGER NEEDED FOR
POLICE WORK.**

WHEREAS, the City's Director of Finance is authorized to negotiate and approve the sale of a police dog that is no longer needed for police work to a police officer who trained or worked with the dog and for consideration the Director finds proportionate to the value of the dog; and

WHEREAS, the Chief of Police, or the Deputy Chief if the Chief is not available, may certify that a police dog is no longer needed for police work; and

WHEREAS, a dog no longer suitable for police work is presumed to have a nominal value, generally less than \$100, unless the Director finds that a higher value is appropriate.

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

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

MANDY THOMAS, 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 REPEALING ORDINANCE NO. 1299, M-C SERIES WHICH
CREATED THE HOPE ECONOMIC DEVELOPMENT DISTRICT ON
BEGGIS PARKWAY.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the
governing authority thereof, that they do hereby repeal Ordinance No. 1299, M-C Series which
created the Hope Economic Development District on Beglis Parkway.

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
_____, 2022.

MANDY THOMAS, 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 been
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ORDINANCE NO. 1299, M-C SERIES

ORDINANCE CREATING THE HOPE ECONOMIC DEVELOPMENT DISTRICT, IN ACCORDANCE WITH AND AS AUTHORIZED BY PART II OF CHAPTER 27 OF TITLE 33 OF THE LOUISIANA REVISED STATUTES OF 1950, AS AMENDED; DEFINING THE BOUNDARIES THEREOF; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, in order to accomplish the funding of economic development projects in accordance with Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31 through 33:9038.42, inclusive) (the “Act”), the Sulphur City Council desires to create an economic development district within the City of Sulphur, State of Louisiana (the “City”), to be known as “Hope Economic Development District,” in which certain taxes may be levied and used to fund projects; and

WHEREAS, there has been published two times in the *Southwest Daily News*, the official journal of the City (the “Official Journal”), a notice in the form attached hereto as Exhibit A, describing the boundaries of the District and informing citizens of the City of the date of consideration of this ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Sulphur City Council (the “Governing Authority”), acting as the governing authority of the City of Sulphur, State of Louisiana (the “City”), that:

SECTION 1. There is hereby created an economic development district within the City, to be named “Hope Economic Development District” (the “District”), having the geographical boundaries set forth in Exhibit B attached hereto, which Exhibit B is hereby incorporated in and made a part of this Ordinance, all pursuant to the Act. As provided by the Act, the District shall be a political subdivision of the State of Louisiana and shall possess such powers and authority and have such duties as provided in the Act and other law, and the Governing Authority of the City shall be the governing authority of the District.

SECTION 2. The domicile of the District shall be the same as that of the City; the District shall adopt an official seal with the word “SEAL” on the inside and surrounded by the official name of the District; the official journal shall be the initial official journal of the District; the Clerk of the Governing Authority shall serve as Clerk of governing authority of the District; the fiscal agent bank of the City shall be the initial fiscal agent bank of the District until the District names its own fiscal agent bank; and the fiscal year of the District shall be the same as that of the City.

SECTION 3. The Mayor of the City and Clerk of the Governing Authority are hereby authorized to do any and all things necessary and incidental to carry out the provisions of this Ordinance.

SECTION 4. All other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. If any provision of this ordinance shall be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this ordinance, but this ordinance shall be construed and enforced as if such illegal or invalid provisions had not been contained herein. Any constitutional or statutory provision enacted after the date of this ordinance which validates or makes legal any provision of this ordinance which would not otherwise be valid or legal, shall be deemed to apply to this ordinance.

SECTION 7. The City of Sulphur does hereby employ Joseph A. Delafield, Attorney at Law.

SECTION 6. This Ordinance shall be published one time in the Official Journal of the City and be in full force and effect upon publication.

This Ordinance having been submitted to a vote, the vote thereon was as follows:

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


APPROVED

CHRISTOPHER L. DUNCAN - MAYOR
DATE May 13, 2015

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
13th day of May,
2015, at 8:00 o'clock a.m.


ARLENE BLANCHARD, Clerk

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this 11th
day of May, 2015.


DRU ELLENDER, Chairman

I HEREBY CERTIFY that I have received
from the Mayor at 9:30 o'clock a.m.
on this 13th day of May,
2015, the foregoing ordinance which has
approved/vetoed by the Mayor.

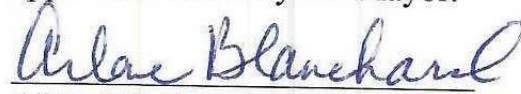

ARLENE BLANCHARD, Clerk

EXHIBIT A

**CITY OF SULPHUR, STATE OF LOUISIANA
OFFICIAL NOTICE**

NOTICE IS HEREBY GIVEN that the Sulphur City Council (the "City Council") proposes to consider the creation of an economic development district to be called "Hope Economic Development District" (the "District"), pursuant to the authority of Part II, Chapter 27, Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31 through 9038.42, inclusive). The public is further notified that the City Council plans to consider the creation of the District and related matters at its regular meeting to be held at 6:00 p.m. on May 11, 2015, at which time the public will be afforded an opportunity to comment upon the creation of the District.

The proposed boundaries of the District are as follows:

TRACT 1

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2 TOWNSHIP 10 SOUTH, RANGE 10 WEST, OF CALCASIEU PARISH, LOUISIANA, THENCE SOUTH 89°19'50" EAST A DISTANCE OF 660.30 FEET; THENCE SOUTH 00°34'15" WEST A DISTANCE OF 139.00 FEET; THENCE NORTH 89°19'50" WEST A DISTANCE OF 660.30 FEET; THENCE NORTH 00°34'15" EAST A DISTANCE OF 139.00 FEET TO THE POINT OF COMMENCEMENT.

CONTAINING 91,781.56 SQUARE FEET OR 2.11 ACRES, MORE OR LESS.

BEING SUBJECT TO A ROAD RIGHT OF WAY ALONG THE WEST SIDE THEREOF

TRACT 2

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2 TOWNSHIP 10 SOUTH, RANGE 10 WEST, OF CALCASIEU PARISH, LOUISIANA, THENCE SOUTH 89°19'50" WEST A DISTANCE OF 139.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°19'50" EAST A DISTANCE OF 660.00 FEET; THENCE SOUTH 00°34'15" WEST A DISTANCE OF 168.00 FEET; THENCE NORTH 89°19'50" WEST A DISTANCE OF 660.0 FEET; THENCE NORTH 00°34'15" EAST A DISTANCE OF 168.00 FEET TO THE POINT OF COMMENCEMENT.

CONTAINING 110,930.24 SQUARE FEET OR 2.55 ACRES, MORE OR LESS.

EXHIBIT B

The boundaries of the District are as follows:

TRACT 1

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2 TOWNSHIP 10 SOUTH, RANGE 10 WEST, OF CALCASIEU PARISH, LOUISIANA, THENCE SOUTH 89°19'50" EAST A DISTANCE OF 660.30 FEET; THENCE SOUTH 00°34'15" WEST A DISTANCE OF 139.00 FEET; THENCE NORTH 89°19'50" WEST A DISTANCE OF 660.30 FEET; THENCE NORTH 00°34'15" EAST A DISTANCE OF 139.00 FEET TO THE POINT OF COMMENCEMENT.

CONTAINING 91,781.56 SQUARE FEET OR 2.11 ACRES, MORE OR LESS.

BEING SUBJECT TO A ROAD RIGHT OF WAY ALONG THE WEST SIDE THEREOF

TRACT 2

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2 TOWNSHIP 10 SOUTH, RANGE 10 WEST, OF CALCASIEU PARISH, LOUISIANA, THENCE SOUTH 89°19'50" WEST A DISTANCE OF 139.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°19'50" EAST A DISTANCE OF 660.00 FEET; THENCE SOUTH 00°34'15" WEST A DISTANCE OF 168.00 FEET; THENCE NORTH 89°19'50" WEST A DISTANCE OF 660.0 FEET; THENCE NORTH 00°34'15" EAST A DISTANCE OF 168.00 FEET TO THE POINT OF COMMENCEMENT.

CONTAINING 110,930.24 SQUARE FEET OR 2.55 ACRES, MORE OR LESS.



ORDINANCE NO. _____, M-C SERIES

ORDINANCE REPEALING ORDINANCE NO. 1312, M-C SERIES WHICH AUTHORIZED THE LEVY OF A SALES TAX AND HOTEL OCCUPANCY TAX WITHIN THE HOPE ECONOMIC DEVELOPMENT DISTRICT LOCATED ON BEGLIS PARKWAY.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby repeal Ordinance No. 1312, M-C Series which authorized the levy of a sales tax and hotel occupancy tax within the Hope Economic Development District located on Beglis Parkway.

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
_____, 2022.

MANDY THOMAS, 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 been
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ORDINANCE NO. 1312, M-C SERIES AS AMENDED

An ordinance authorizing the levy of a sales tax and hotel occupancy tax within Hope Economic Development District (the "District"); designating the full amount of such sales tax and hotel occupancy tax in the District which will be used to provide funds for economic development projects within the District with City Council convening as the Governing Authority of the District in accordance with and as authorized by Part II, Chapter 27, Title 33 of the Louisiana Revised Statutes of 1950, as amended; and providing for other matters in connection with the foregoing.

WHEREAS, the City of Sulphur, Louisiana (the "City"), created Hope Economic Development District (the "District") on May 11, 2015, pursuant to Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31 through 33:9038.42, inclusive) (the "Act"); and

WHEREAS, the District may use local and state sales tax, and/or hotel occupancy tax revenues or increments pursuant to and in accordance with Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31 through 33:9038.42, inclusive) (the Act), to provide funds needed to finance economic development projects as defined in the Act; and

WHEREAS, no registered voters reside within the boundaries of the District and therefore La. R.S. 33:9038.39 permits the Sulphur City Council, acting as the governing authority of the District (the "Governing Authority") to levy sales taxes and/or hotel occupancy taxes for authorized purposes without the necessity of holding an election thereon, and this Governing Authority now wishes to proceed with the levy and imposition of a two percent (2%) sales tax, and a two percent (2%) hotel occupancy tax (collectively, the Taxes) for the purposes permitted by the Act; and

WHEREAS, in accordance with the Act, the District further desires to create a special trust fund named the "Trust Fund for Hope Economic Development District" (the "Trust Fund"), the purpose of which is to fund economic development projects selected by the District in the manner provided by the Act; and

WHEREAS, the Governing Authority now wishes to provide for the levy and collection of said Taxes, which shall be assessed, collected, administered and enforced in accordance with the provisions of Chapter 2D of Subtitle II, Chapter 47 of the Louisiana Revised Statutes of 1950 (the "Uniform Local Sales Tax Code"), as it may be amended;

NOW, THEREFORE, BE IT ORDAINED by the Governing Authority of Hope Economic Development District, that:

SECTION 1. Publication of Notice of Intention. There has been published two times in the *Southwest Daily News*, the official journal of the District and the City (the Official Journal), a notice in the form attached hereto as Exhibit A, describing the levy of the Taxes and informing the citizens of the date of consideration of this ordinance.

SECTION 2. Levy of Taxes. According to the certificate of the Registrar of Voters for the Parish of Calcasieu attached hereto as Exhibit B, no registered voters presently reside within the District. Under the authority of the Act, there is hereby levied and imposed the following (collectively, the Taxes):

- (a) Beginning January 1, 2016, and continuing in perpetuity, a sales tax of two percent (2.00%) (the Sales Tax); and
- (b) Beginning January 1, 2016, and continuing in perpetuity, a hotel occupancy tax of two percent (2.00%) (the Hotel Occupancy Tax).

SECTION 3. Collector. The Sales Tax and Hotel Occupancy Tax shall each be collected by a "Collector," which term shall mean and include the entity from time-to-time collecting sales and use taxes and hotel occupancy taxes, respectively, on behalf of the City. The current Collector for both the Sales Tax and the Hotel Occupancy Tax is the Calcasieu Parish School Board.

SECTION 4. Integrated Bracket Schedule Applicable to Collection. The Sales Tax shall be collected on the basis of the applicable integrated bracket schedule prescribed by the Collector of Revenue, State of Louisiana, pursuant to Section 304 of Title 47 of the Louisiana Revised Statutes of 1950 (La. R.S. 47:304). The dealers shall remit the Sales Taxes and Hotel Occupancy Taxes collected to the Collector and comply with the Uniform Local Sales Tax Code, particularly La. R.S. 47:337.29, the proportionate part of the sales and use taxes collected in accordance with said integrated bracket schedule.

SECTION 5. Vendors Compensation. For the purpose of compensating the dealer in accounting for and remitting the Sales Tax, each dealer shall be allowed compensation on the amount of all Taxes due and accounted for and remitted to the Collector for the District equivalent to the amount allowed by the City for sales and use taxes levied by the City (currently 1%). Said compensation shall be in the form of a deduction in submitting his/her report and/or reports and paying the amount due by the dealer, provided the amount due was not delinquent at the time of payment, and provided the amount of any credit claimed for Taxes already paid to a wholesaler shall not be deducted in computing the commission allowed the dealer hereunder.

SECTION 6. Exclusions and Exemptions. The District has not adopted the optional exclusions or exemptions allowed by State sales and use tax law, nor does it plan to adopt any exclusions or exemptions that are not allowed as an exclusion or exemption from State sales and use tax. Included within the base of the Taxes is every transaction, whether sales, use, lease or rental service or hotel occupancy, as applicable, with no exclusions or exemptions except for those mandated upon political subdivisions by the Constitution or statutes of the State of Louisiana.

SECTION 7. Interest. The interest on unpaid Sales Taxes or Hotel Occupancy Taxes provided for by La. R.S. 47:337.69 shall be at the rate of one and one-fourth percent (1.25%) per month.

SECTION 8. Delinquency Penalty. Penalty as provided by La. R.S. 47:337.70 shall be five percent (5%) per month, not to exceed a total of twenty five percent (25%).

SECTION 9. Penalty for False or Fraudulent Return. Penalty as provided by La. R.S. 47:337.72 shall be fifty percent (50%) of the particular taxes found to be due.

SECTION 10. Negligence Penalty. The penalty provided by La. R.S. 47:337.73 shall be five percent (5%) of the particular taxes or deficiencies found to be due, or ten dollars (\$10.00), whichever is greater.

SECTION 11. Penalty for Insufficient Funds Check. The penalty provided in La. R.S. 47:337.74 shall be an amount equal to the greater of one percent (1%) of the check or twenty dollars (\$20.00).

SECTION 12. Attorney Fees. The Collector is authorized to employ private counsel to assist in the collection of any Sales Taxes, Hotel Occupancy Taxes, penalties or interest due under this ordinance, or to represent him/her in any proceeding under this ordinance. If any Sales Taxes, Hotel Occupancy Taxes, penalties or interest due under this ordinance are referred to an attorney at law for collection, an additional charge of attorney fees, in the amount of ten percent (10%) of the Taxes, penalties and interest due, shall be paid by the tax debtor.

SECTION 13. Penalty for Costs Incurred. As provided by R.S. 47:337.75, and under the circumstances set forth therein, a penalty shall be added to the amount of Taxes due in an amount as itemized by the Collector to compensate for all costs incurred in making an examination of books, records or documents, or an audit thereof, or in the holding of hearings or the subpoenaing and compensating of witnesses.

SECTION 14. Distrain Penalty. The penalty as provided by R.S. 47:337.76 in cases where the distraint procedure is used in the collection of the Taxes shall be ten dollars (\$10.00).

SECTION 15. Limits on Interest, Penalty and Attorney Fees. Should the interest, penalties or attorney fees herein, or the combined interest, penalties and attorney fees be declared to be in excess of limits provided by other law, including relevant jurisprudence, then the maximum interest, penalties and attorney fees allowed by such other law shall apply.

SECTION 16. Powers of Collector. The Collector is hereby authorized, empowered and directed to carry into effect the provisions of this ordinance, to appoint deputies, assistants or agents to assist it in the performance of its duties, and in pursuance thereof to make and enforce such rules as it may deem necessary.

SECTION 17. Disposition of Revenues. The entire proceeds of the Taxes as received by the District shall be deposited into a special trust fund designated "Trust Fund for Hope Economic Development District (the Trust Fund), and shall be used by the governing authority of the District for those economic development projects and purposes permitted pursuant to the Act.

All taxes, revenues, funds, assessments, moneys, penalties, fees or other income which may be collected or come into the possession of the Collector under any provision or provisions of this ordinance relating to the Taxes described herein, or shall be promptly deposited by the Collector for the account of the District in the Trust Fund, heretofore established and maintained for the deposit of such proceeds, which fund shall be a separate bank account established and maintained with the regularly designated fiscal agent of the District, provided, however, any amount which is paid under protest or which is subject to litigation may be transferred to a separate account established by the Collector with said fiscal agent pending the final determination of the protest or litigation.

Out of the funds on deposit in the Trust Fund, the District shall first pay all reasonable and necessary costs and expenses of administering and collecting the sales and use taxes described herein (to the extent not already retained by the Collector) and administering the provisions of this ordinance and as well, the various administrative and enforcement procedures. Such costs and expenses shall be reported by the Collector monthly to the District.

After all reasonable and necessary costs and expenses of collecting and administration of such sales and use taxes have been paid as provided for above, the remaining balance in the Trust Fund shall be available for appropriation and expenditure by the District solely for the purposes designated and described in the Act and other applicable law.

SECTION 18. Accounting for Funds. All funds or accounts described herein may be separate funds or accounts or may be a separate accounting within a general or "sweep" fund or account containing monies from multiple sources so long as separate accounting of such monies is maintained.

SECTION 19. Severability. If any one or more of the provisions of this ordinance shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this ordinance, but this ordinance shall be construed and enforced as if such illegal or invalid provisions had not been contained herein. Any constitutional or statutory provision enacted after the date of this ordinance which validates or makes legal any provision of this ordinance which would not otherwise be valid or legal, shall be deemed to apply to this ordinance.

SECTION 20. Uniform Local Sales Tax Code is Controlling. If any provision of this ordinance shall be in conflict with the provisions of the Uniform Local Sales Tax Code, the provisions of the Uniform Local Sales Tax Code shall be controlling.

SECTION 21. Publication and Recording. This Ordinance shall be published one time in the Official Journal. A certified copy of this Ordinance shall be recorded in the mortgage records of Calcasieu Parish, Louisiana.

SECTION 22. Further Authority. The Mayor of the City and Clerk of the Governing Authority are hereby authorized to do any and all things necessary and incidental to carry out the provisions of this Ordinance.

SECTION 23. Repealer. All ordinances or parts of ordinances in conflict herewith are hereby repealed.


This Ordinance having been submitted to a vote, the vote thereon was as follows:

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

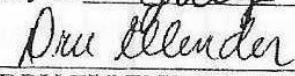
NAYS: None

ABSENT: None

And the ordinance was declared adopted on this, the 13th day of July, 2015.

APPROVED

CHRISTOPHER L. DUNCAN - MAYOR
DATE 7/16/2015

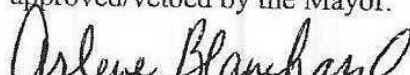
APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this 13th
day of July, 2015.

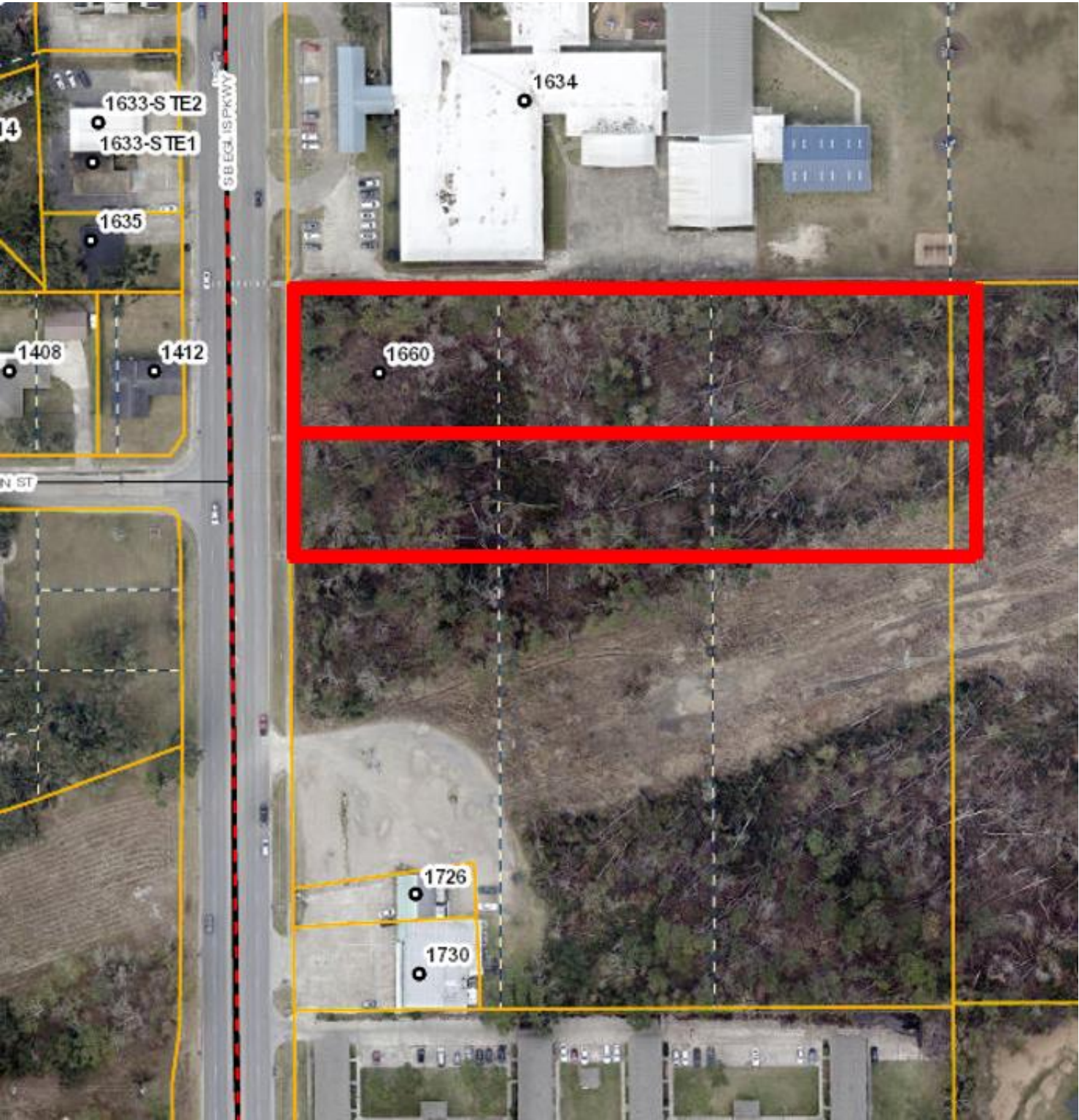

DRU ELLENDER, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
14th day of July,
2015, at 10:00 o'clock a.m.


ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received
from the Mayor at 2:00 o'clock p.m.
on this 16th day of July,
2015, the foregoing ordinance which has
approved/vetoed by the Mayor.


ARLENE BLANCHARD, Clerk



ORDINANCE NO. _____, M-C SERIES

ORDINANCE REPEALING ORDINANCE NO. 1313, M-C SERIES WHICH AUTHORIZED HOPE ECONOMIC DEVELOPMENT DISTRICT TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE CITY OF SULPHUR, THE DISTRICT AND HOPE INVESTMENTS I, LLC TO GOVERN THE COLLECTION OF THE TAX, THE USE OF THE PROCEEDS OF THE TAX, THE OPERATION OF THE DISTRICT AND THE OBLIGATION OF THE COMPANY.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby repeal Ordinance No. 1313, M-C Series which authorized Hope Economic Development District to enter into a Cooperative Endeavor Agreement with the City of Sulphur, the District and Hope Investment I, LLC to govern the collection of the Tax, the use of the proceeds of the Tax, the operation of the District and the obligation of the Company.

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
_____, 2022.

MANDY THOMAS, 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 been
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ORDINANCE NO. 1313, M-C SERIES AS AMENDED

An ordinance authorizing Hope Economic Development District (the "District"), to enter into a Cooperative Endeavor Agreement with respect to economic development projects within the District; approving the form and terms of such agreement; and taking other matters in connection therewith.

WHEREAS, the City of Sulphur, Louisiana (the "City"), created Hope Economic Development District (the "District") on May 11, 2015, pursuant to Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31 through 33:9038.42, inclusive) (the "Act"); and

WHEREAS, the governing authority of the District has approved the levy and imposition of a two percent (2%) sales tax and a two percent (2%) hotel occupancy tax within the boundaries of the District (the "Tax") for the purposes permitted by the Act pursuant to an ordinance adopted on July 13, 2015; and

WHEREAS, the District wishes to enter into a Cooperative Endeavor Agreement by and between the City, the District and Hope Investments I, LLC (the "Company"), in substantially the form attached as Exhibit A hereto (the "Agreement") to govern the collection of the Tax, the use of the proceeds of the Tax, the operation of the District and the obligations of the Company; and

WHEREAS, this Governing Authority now desires to authorize the Chairman and Clerk of the Governing Authority to execute the Agreement to assist the District in accomplishing the purposes set forth in the Act; and

WHEREAS, the District has no outstanding bonds or other obligations of any kind or nature payable from or enjoying a lien on the Tax;

NOW, THEREFORE, BE IT ORDAINED by the Governing Authority of Hope Economic Development District, that:

SECTION 1. The foregoing whereas clauses are hereby adopted and incorporated as if fully set forth herein.

SECTION 2. This Governing Authority hereby approves and the Chairman and Clerk of the Governing Authority acting on behalf of the District, are hereby authorized to execute the Agreement in substantially the form attached as Exhibit A hereto, subject to revisions as may be approved by said officers on behalf of the District.

SECTION 3. The Mayor of the City and the Chairman and Clerk of the Governing Authority, acting on behalf of the District, are hereby further authorized to do and undertake any and all actions necessary to effectuate the purposes of this Ordinance.

SECTION 4. This Ordinance shall be published one time in the Official Journal of the District and be in full force and effect upon publication.


The foregoing having been submitted to a vote, the vote thereon was as follows:

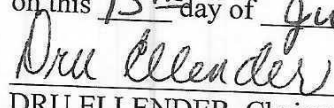
YEAS: Mrs. Ellender, Mr. Bergeron, Mrs. Allison, Mr. Favre, Mr. Moss

NAYS: None

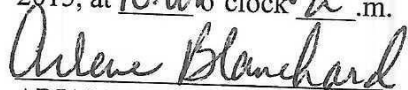
ABSENT: None

APPROVED

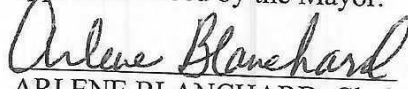

CHRISTOPHER L. DUNCAN - MAYOR
DATE 7/16/15

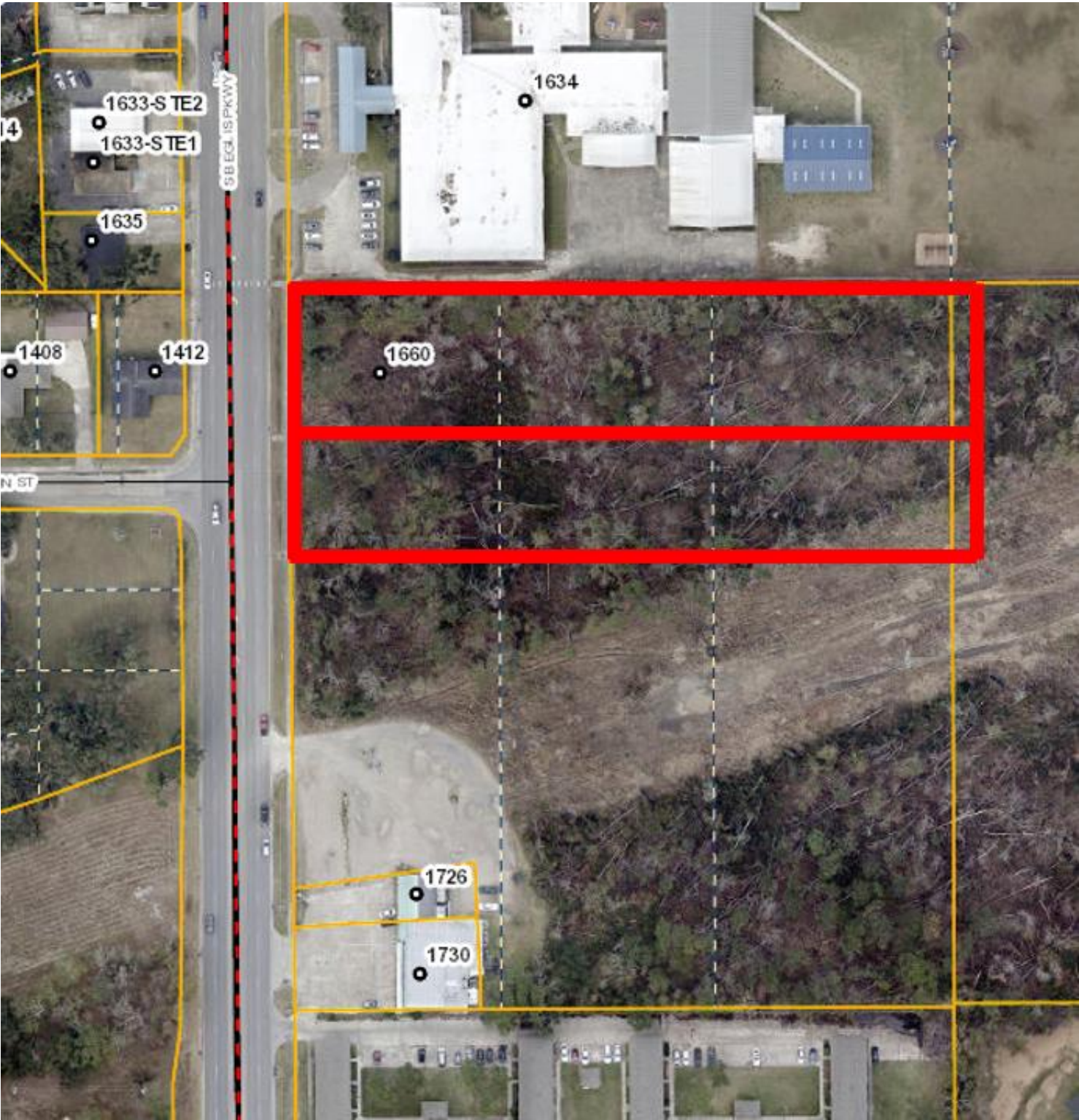
APPROVED AND ADOPTED
By the City of Sulphur, Louisiana
on this 13th day of July, 2015

DRU ELLENDER, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
14th day of July,
2015, at 10:00 o'clock a.m.


ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received
from the Mayor at 2:00 o'clock p.m.
on this 16th day of July,
2015, the foregoing ordinance which has
approved/vetoed by the Mayor.


ARLENE BLANCHARD, Clerk



ORDINANCE NO. _____, M-C SERIES

ORDINANCE REPEALING ORDINANCE NO. 1314, M-C SERIES WHICH AUTHORIZED THE CITY OF SULPHUR TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE CITY OF SULPHUR, THE DISTRICT AND HOPE INVESTMENTS I, LLC TO GOVERN THE COLLECTION OF THE TAX, THE USE OF THE PROCEEDS OF THE TAX, THE OPERATION OF THE DISTRICT AND THE OBLIGATION OF THE COMPANY.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby repeal Ordinance No. 1314, M-C Series which authorized the City of Sulphur to enter into a Cooperative Endeavor Agreement between the City of Sulphur, the District and Hope Investments I, LLC, to govern the collection of the tax, the use of the proceeds of the tax, the operation of the District and the obligation of the Company.

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
_____, 2022.

MANDY THOMAS, 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 been
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ORDINANCE NO. 1314, M-C SERIES

An ordinance authorizing the City of Sulphur, Louisiana, with City Council convening as the Governing Authority of the District, to enter into a Cooperative Endeavor Agreement with respect to economic development projects within Hope Economic Development District; approving the form and terms of such agreement; and taking other matters in connection therewith.

WHEREAS, the City of Sulphur, Louisiana (the "City"), created Hope Economic Development District (the "District") on May 11, 2015, pursuant to Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31 through 33:9038.42, inclusive) (the "Act"); and

WHEREAS, the governing authority of the District has approved the levy and imposition of a two percent (2%) sales tax and a two percent (2%) hotel occupancy tax within the boundaries of the District (the "Tax") for the purposes permitted by the Act pursuant to an ordinance adopted on July 13, 2015; and

WHEREAS, the City wishes to enter into a Cooperative Endeavor Agreement by and between the City, the District and Hope Investments I, LLC (the "Company"), in substantially the form attached as Exhibit A hereto (the "Agreement") to govern the collection of the Tax, the use of the proceeds of the Tax, the operation of the District and the obligations of the Company; and

WHEREAS, the Sulphur City Council, acting as the governing authority of the City, now desires to authorize the Mayor of the City and Clerk of the Governing Authority to execute the Agreement to assist the District in accomplishing the purposes set forth in the Act; and

WHEREAS, the District has no outstanding bonds or other obligations of any kind or nature payable from or enjoying a lien on the Tax;

NOW, THEREFORE, BE IT ORDAINED by the Sulphur City Council (the "Governing Authority"), acting as the governing authority of the City of Sulphur, State of Louisiana (the "City"), that:

SECTION 1. The foregoing whereas clauses are hereby adopted and incorporated as if fully set forth herein.

SECTION 2. This Governing Authority hereby approves and the Mayor of the City and Clerk of the Governing Authority are hereby authorized to execute the Agreement in substantially the form attached as Exhibit A hereto, subject to revisions as may be approved by the Mayor of the City and Clerk of the Governing Authority.

SECTION 3. The Mayor of the City and Clerk of the Governing Authority are hereby authorized to do any and all things necessary and incidental to carry out the provisions of this Ordinance.

SECTION 4. This Ordinance shall be published one time in the Official Journal of the City and be in full force and effect upon publication.


The foregoing having been submitted to a vote, the vote thereon was as follows:

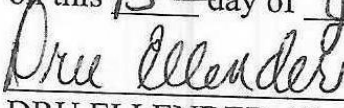
YEAS: Mrs. Ellender, Mr. Bergeron, Mrs. Allison, Mr. Favre, Mr. Moss

NAYS: None

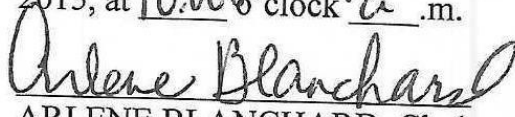
ABSENT: None

APPROVED

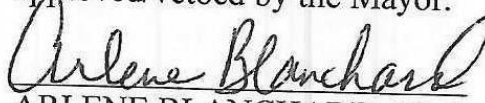

CHRISTOPHER L. DUNCAN - MAYOR
DATE 7/16/15

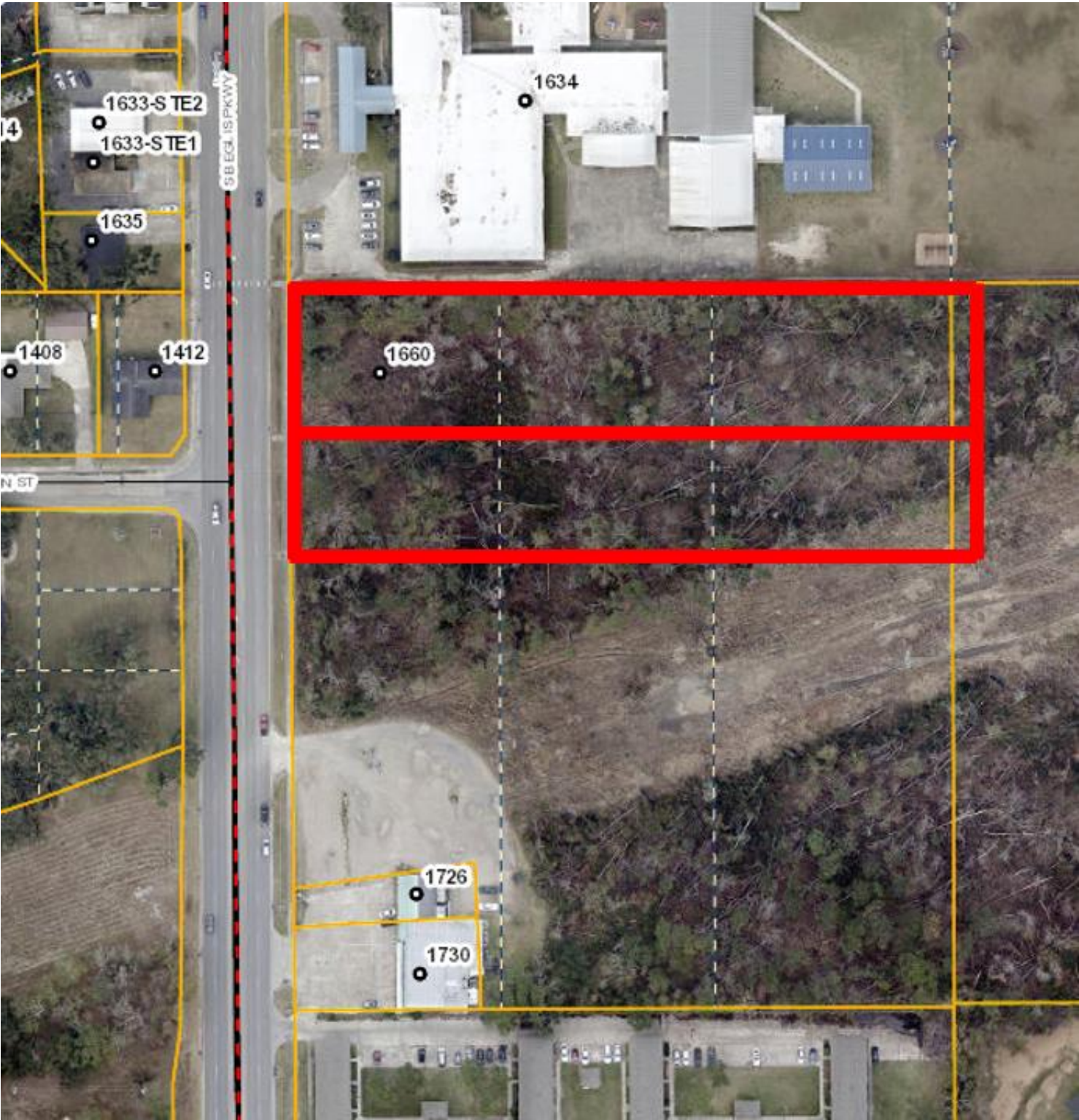
APPROVED AND ADOPTED
By the City of Sulphur, Louisiana
on this 13th day of July, 2015

DRUE ELLENDER, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this 14th day of July, 2015, at 10:00 o'clock a.m.


ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received from the Mayor at 2:00 o'clock p.m. on this 16th day of July, 2015, the foregoing ordinance which has approved/vetoed by the Mayor.


ARLENE BLANCHARD, Clerk



ORDINANCE NO. _____, M-C SERIES

ORDINANCE AMENDING ORDINANCE NO. 1369, M-C SERIES WHICH AUTHORIZED THE LEVY OF A SALES TAX AND HOTEL OCCUPANCY TAX FOR THE OPELRAM ECONOMIC DEVELOPMENT DISTRICT LOCATED ON WEST CAL BLVD.

WHEREAS, on February 8, 2016, City Council adopted Ordinance No. 1369, M-C Series which authorized the levy of a sales tax and hotel occupancy tax for the Opelram Economic Development District; and

WHEREAS, Section 5 of said Ordinance shall be amended to read as follows:

SECTION 5. Interest. The interest on the unpaid Sales Tax and the unpaid Hotel Tax provided for by La. R.S. 47:337.69 shall be at the rate of one percent (1%) per month.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Ordinance No. 1369, M-C Series to reflect said change.

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

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

MANDY THOMAS, 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

OPELRAM ECONOMIC DEVELOPMENT DISTRICT

ORDINANCE NO. 1369 M-C SERIES

The following ordinance, which was previously introduced at a meeting of the Board of Directors of the Opelram Economic Development District on December 14, 2015 and the title thereof and notice of public hearing having been published twice in the official journal and delivered to each state senator and representative in whose district all or a portion of the District is located and the public hearing having been conducted, was brought up for final passage at a meeting of the Board of Directors of the Opelram Economic Development District on February 8, 2016 on motion of Mr. Moss and seconded by Mr. Favre:

PROVIDING FOR THE LEVY AND COLLECTION OF A TWO PERCENT (2%) SALES AND USE TAX (THE "*SALES TAX*") AND A TWO PERCENT (2%) HOTEL OCCUPANCY TAX (THE "*HOTEL TAX*") BY THE OPELRAM ECONOMIC DEVELOPMENT DISTRICT (THE "*DISTRICT*") FOR A PERIOD OF THIRTY (30) YEARS BEGINNING APRIL 1, 2016, IN ACCORDANCE WITH THE PROVISIONS AND TERMS OF CHAPTER 2D OF SUBTITLE II, SECTION 47 OF THE LOUISIANA REVISED STATUTES OF 1950, AS AMENDED (THE "*UNIFORM LOCAL SALES TAX CODE*"); AND PROVIDING FOR OTHER MATTERS WITH RESPECT THERETO.

WHEREAS, the Opelram Economic Development District (the "*District*") was created by the City of Sulphur (the "*City*") pursuant to an ordinance adopted by the City Council of the City of Sulphur, acting as the governing authority of the City, on December 14, 2015, as an economic development district pursuant to the provisions of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31 through 33:9038.42, inclusive), and other constitutional and statutory authority (the "*Act*");

WHEREAS, the Act authorizes the District to levy up to two percent (2%) of sales and use taxes and up to two percent (2%) hotel occupancy taxes, or any combination thereof, within the boundaries of the District, above and in addition to any other sales taxes or hotel occupancy taxes, or combination of such taxes, then in existence or permitted to be in existence in the District and to pledge the collections of such taxes to assist in financing a project creating economic development;

WHEREAS, on December 14, 2015, in accordance with the provisions of the Act, the Board of Directors of the District, acting as the governing authority of the District (the "*Board*") adopted a resolution giving notice of its intention (the "*Notice of Intent Resolution*") to levy and collect a sales tax of two percent (2%) (the "*Sales Tax*") and a hotel occupancy tax of two percent (2%) (the "*Hotel Tax*"), such Tax to be levied and collected for a duration of thirty (30) years from the year of first assessment;

WHEREAS, the Notice of Intent Resolution authorized the publication of an "Official Public Notice of the Intent to Levy Sales Taxes and Hotel Occupancy Taxes Within the Executive Economic Development District as Described Herein" (the "*Public Notice*"), which Public Notice included the date, time, and place of a public hearing on the intent to levy said taxes and was published in the *Southwest Daily News*, the official journal of the District, once a week for two consecutive weeks on December 20, 2015, and December 23, 2015, with the first publication occurring no more than sixty (60) days nor less than thirty (30) days before such public hearing prior to the consideration of this Ordinance by the District, all as required by the Act and other applicable statutory authority;

WHEREAS, the Public Notice was transmitted by email to each state senator and representative in whose district all or a portion of the District is located no more than sixty (60) days nor less than thirty (30) days before such public hearing prior to the consideration of this Ordinance by the District in accordance with Section 19.1(A)(1)(a) of Title 42 of the Louisiana Revised Statutes of 1950, as amended;

WHEREAS, Opelram, Inc. (the "*Company*"), owns property within the boundaries of the District and desires to develop the property through the construction of a development that will include hotels, retail, and general commercial developments but shall not include any residential development, and to thereby stimulate the local economy and facilitate the continuing effort to develop and revitalize the City (the "*Project*");

WHEREAS, the District has determined that the Project constitutes an economic development project under the Act and serves a public purpose;

WHEREAS, the City, the District, and the Company have entered into that certain Cooperative Endeavor Agreement dated as of January 1, 2016 (the "*Agreement*") whereby the District agreed to levy a new two percent (2%) sales and use tax and a new two percent (2%) hotel occupancy tax within the

District and pledge the revenues from the net avails and proceeds of such taxes for the benefit of the Company in completing and operating the Project;

WHEREAS, the Registrar of Voters of the Parish of Calcasieu has certified that no qualified electors reside within the boundaries of the District;

WHEREAS, the public hearing on the intent to levy the Sales Tax and the Hotel Tax was held on February 8, 2015 prior to the consideration of this Ordinance by the District in accordance with the Act;

WHEREAS, the District has all the powers of a political subdivision and special taxing district necessary or convenient for the carrying out of its objects and purposes; and

WHEREAS, pursuant to the provisions of the Act, the Board of Directors of the District, acting as governing authority for the District, now desires to levy of the Sales Tax and the Hotel Tax and to pledge the revenues from the net avails and proceeds of the Sales Tax and the Hotel Tax for the benefit of the Company in completing and operating the Project.

NOW THEREFORE, BE IT ORDAINED by the Board of Directors of the Opelram Economic Development District, City of Sulphur, State of Louisiana (the "*District*"), acting as the governing authority of the District that:

SECTION 1. District Sales Tax and Hotel Tax. The levy of the Sales Tax in favor of the District upon the sale at retail, the use, the lease or rental, the consumption, the distribution and storage for use or consumption, of tangible personal property, and upon the sale of services in the District, and the levy of the Hotel Tax in favor of the District upon the rent or fee of occupancy for any establishment, either public or private, engaged in the business of furnishing or providing rooms and overnight camping facilities intended or designed for dwelling, lodging, or sleeping purposes to transient guests where such establishment consists of two (2) or more guest rooms and does not encompass any hospital, convalescent or nursing home or sanitarium, or any hotel-like facility operated by or in connection with a hospital or medical clinic providing rooms exclusively for patients and their families, shall be assessed, imposed, collected, paid, and enforced, in the manner and subject to the terms and provisions of the Uniform Local Sales Tax Code, the provisions of which are incorporated by reference herein.

Proceeds of the Sales Tax and the Hotel Tax described in this section, after payment of all reasonable and necessary costs and expenses of administering and collecting the Sales Tax and the Hotel Tax described herein and payment of all administrative costs of the City or the District in connection with the Project, shall be allocated, distributed, and used by the District in the manner and for the following purposes: (i) first, to pay the principal of and interest on the bonds issued by the District in connection with the Project, if any; (ii) second, to the Company solely to pay cost and obligations or to reimburse itself for such costs and obligations incurred in connection with the Project; and (iii) finally, for any lawful purpose of the District.

SECTION 2. Integrated Bracket Schedule Applicable to Collection. The Sales Tax and the Hotel Tax described in Section 1 shall be collected on the basis of the applicable integrated bracket schedule prescribed by the Collector of Revenue, State of Louisiana, pursuant to Section 304 of Title 47 of the Louisiana Revised Statutes of 1950, as amended (R.S. 47:304). The dealers shall remit to the sales tax collector of the District, the Sales and Use Tax Department of the Calcasieu Parish School Board (the "*Collector*") and comply with the Uniform Local Sales Tax Code, particularly La. R.S. 47:337.29., the proportionate part of the sales and use taxes and hotel occupancy taxes collected in the District in accordance with said integrated bracket schedule.

SECTION 3. Vendor's Compensation. For the purpose of compensating the dealer in accounting for and remitting the Sales Tax and the Hotel Tax described in this Ordinance, each dealer shall be allowed one percent (1%) of the amount of the Sales Tax and the Hotel Tax due and accounted for and remitted to the Collector in the form of a deduction in submitting his report and/or reports and paying the amount due by the dealer, provided the amount due was not delinquent at the time of payment, and provided the amount of any credit claimed for taxes already paid to a wholesaler shall not be deducted in computing the commission allowed the dealer hereunder.

SECTION 4. Exclusions and Exemptions. The Sales Tax and the Hotel Tax imposed under this Ordinance is subject to specific provisions under La. R.S. 47:305 of the Louisiana State sales and use tax laws and La. R.S. 47:337.9 of the Uniform Local Sales Tax Code. The District has not adopted the optional exclusions or exemptions allowed by Louisiana State sales and use tax law and codified under R.S. 47:337.10, nor shall it adopt any exclusions or exemptions which are not allowed as an exclusion or exemption from Louisiana State sales and use tax. Included within the tax base is every transaction, whether sales, use, lease or rental, or service, or hotel occupancy, as applicable, with no exclusions or exemptions except for those mandated upon political subdivisions by the Constitution or statutes of the State of Louisiana.

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SECTION 5. Interest. The interest on the unpaid Sales Tax and the unpaid Hotel Tax provided for by La. R.S. 47:337.69 shall be at the rate of one and one-fourth percent (~~1.25%~~) per month.

SECTION 6. Delinquency Penalty. Penalty on the unpaid Sales Tax and the unpaid Hotel Tax as provided by La. R.S. 47:337.70 shall be five percent (5%) of the total tax due if delinquency is for not more than thirty (30) days, with an additional five percent (5%) for each additional thirty (30) days or fraction thereof during which delinquency continues, not to exceed twenty-five percent (25%) in the aggregate.

SECTION 7. Penalty for False or Fraudulent Return. Penalty as provided by La. R.S. 47:337.72 shall be fifty percent (50%) of the Sales Tax or the Hotel Tax found to be due.

SECTION 8. Negligence Penalty. The penalty provided by La. R.S. 47:337.73 shall be five percent (5%) of the Sales Tax or the Hotel Tax or deficiencies found to be due, or ten dollars (\$10.00), whichever is greater.

SECTION 9. Penalty for Insufficient Funds Check. The penalty provided in La. R.S. 47:337.74 shall be an amount equal to or greater of one percent (1%) of the check or twenty dollars (\$20.00).

SECTION 10. Attorney Fees. The Collector is authorized to employ private counsel to assist in the collection of any Sales Tax and Hotel Tax, penalties or interest due under this Ordinance, or to represent him in any proceeding under this Ordinance. If any Sales Tax and Hotel Tax, penalties or interest due under this Ordinance are referred to an attorney at law for collection, an additional charge of attorney fees, in the amount of ten percent (10%) of the Sales Tax or the Hotel Tax penalties and interest due, shall be paid by the tax debtor. Additional provisions applicable to attorney fees, inclusive of prevailing party and waiver of such fees, are included under La. R.S. 47:337.13.1 the Uniform Local Sales Tax Code.

SECTION 11. Limits on Interest, Penalty and Attorney Fees. Should the interest, penalties, or attorney fees herein, or the combined interest, penalties, and attorney fees be declared to be in excess of limits provided by other law, including relevant jurisprudence, then the maximum interest, penalties and attorney fees allowed by such other law shall apply.

SECTION 12. Collector. All sales and use taxes and hotel occupancy taxes described in this Ordinance shall be collected by a "Collector" as provided by La. R.S. 47:301(2)(b) shall mean and include the Calcasieu Parish School Board Sales and Use Tax Department, the entity presently collecting sales and use taxes and hotel occupancy taxes on behalf of the District.

SECTION 13. Powers of Collector. The Collector is hereby authorized, empowered and directed to carry into effect the provisions of this Ordinance, to appoint deputies, assistants or agents to assist in the performance of his duties, and in pursuance thereof to make and enforce such rules as he may deem necessary.

SECTION 14. Disposition of Revenues. All Sales Tax and Hotel Tax revenues, funds, assessments, monies, penalties, fees or other income which may be collected or come into the possession of the Collector under any provision or provisions of this Ordinance relating to the Sales Tax and the Hotel Tax described herein shall be promptly deposited by the Collector for the account of the District, provided, however, any amount which is paid under protest or which is subject to litigation may be transferred to a separate account established by the Collector with said fiscal agent pending the final determination of the protest or litigation.

Out of the funds on deposit in such special funds, the Collector shall first pay all reasonable and necessary costs and expenses of administering and collecting the Tax described herein and administering the provisions of this Ordinance, as well as the various administrative and enforcement procedures. Such costs and expenses shall be reported by the Collector monthly to the District.

In compliance with the levy and collection of the Sales Tax and the Hotel Tax described herein, after all reasonable and necessary costs and expenses of collecting and administration of the Tax have been paid as provided for above, the remaining balance in such special funds shall be available for appropriation and expenditure by the District, solely for the purposes designated herein.

SECTION 15. Accounting for Funds. All funds or accounts described herein may be separate funds or accounts or may be a separate accounting with a general or "sweep" fund or account containing monies from multiple sources so long as separate accounting of such monies is sustained.

SECTION 16. Severability. If any one or more of the provisions of this Ordinance shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Ordinance, but this Ordinance shall be construed and enforced as if such illegal or invalid provisions

had not been contained herein. Any constitutional or statutory provision enacted after the date of this Ordinance which validates or makes legal any provision of this Ordinance which would not otherwise be valid or legal, shall be deemed to apply to this Ordinance.

SECTION 17. Uniform Local Sales Tax Code is Controlling. If any provision of this Ordinance shall be in conflict with the provisions of the Uniform Local Sales Tax Code, the provisions of the Uniform Local Sales Tax Code shall be controlling.

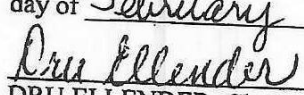
SECTION 18. Effective Date. The levy of the Sales Tax and the Hotel Tax shall be effective on April 1, 2016.

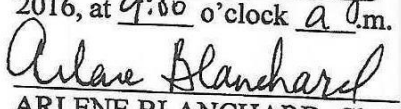
SECTION 19. Term. The Sales Tax and the Hotel Tax shall remain in effect for thirty (30) years (April 1, 2016 through March 31, 2046).

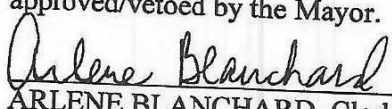
SECTION 20. Publication and Recordation. A copy of this Ordinance shall be duly published in the Southwest Daily News, the official journal of the District, as soon as is reasonably possible. A certified copy of this Ordinance shall be recorded in the mortgage records of Calcasieu Parish, Louisiana.

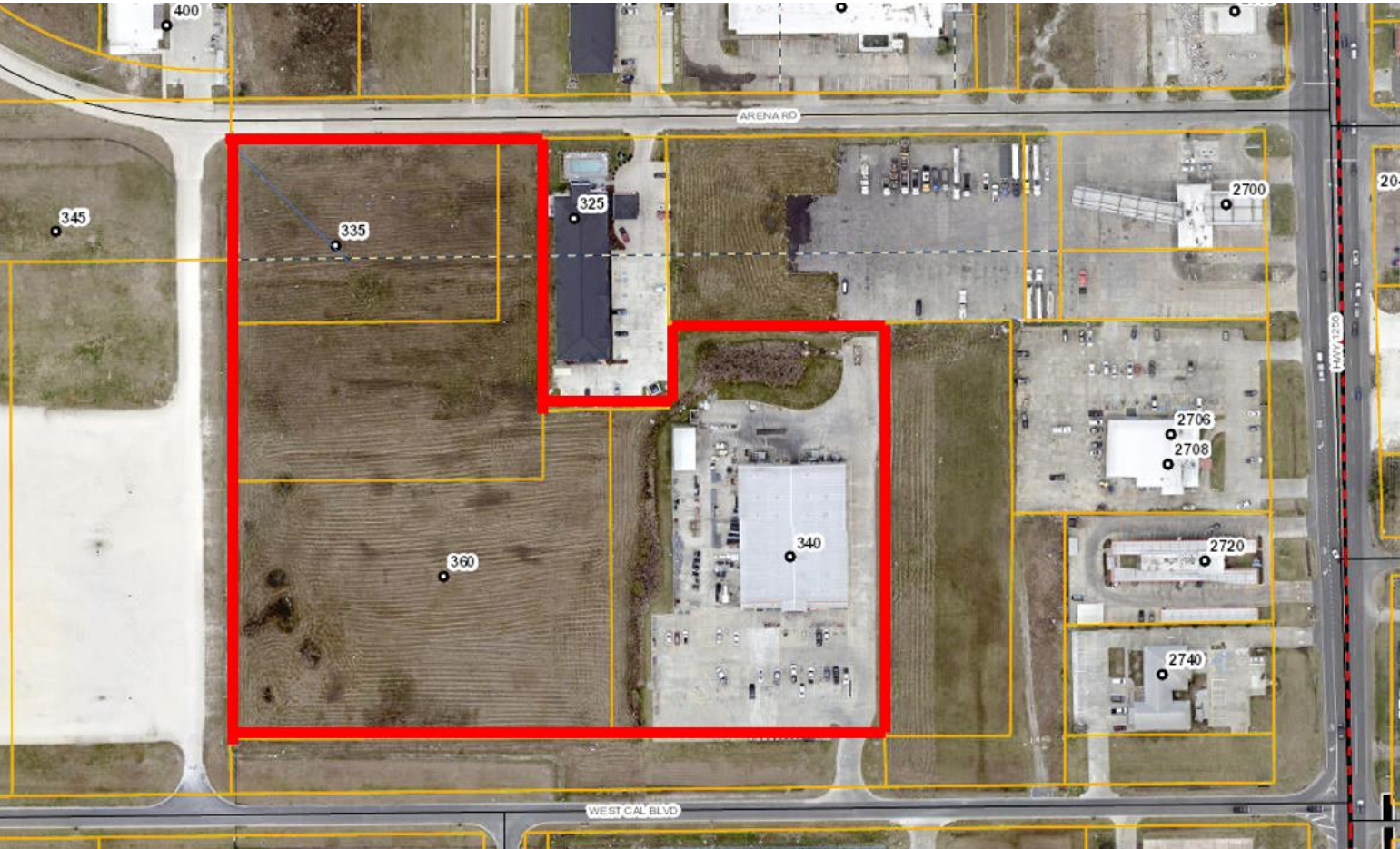
APPROVED

CHRISTOPHER L. DUNCAN - MAYOR
DATE 2/15/2016

APPROVED AND ADOPTED by
the City Council of the City of Sulphur,
Louisiana, on this 8th
day of February, 2016.

DRU ELLENDER, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
10th day of February,
2016, at 9:00 o'clock a.m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received
from the Mayor at 7:30 o'clock a.m.
on this 16th day of February,
2016, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk



ORDINANCE NO. _____, M-C SERIES

ORDINANCE AMENDING ORDINANCE NO. 1372, M-C SERIES WHICH AUTHORIZED THE LEVY OF A SALES TAX AND HOTEL OCCUPANCY TAX FOR THE EXECUTIVE ECONOMIC DEVELOPMENT DISTRICT LOCATED WEST OF WEST CAL ARENA.

WHEREAS, on March 14, 2016, City Council amended and re-adopted Ordinance No. 1372, M-C Series which authorized the levy of a sales tax and hotel occupancy tax for the Executive Economic Development District located west of West Cal Arena; and

WHEREAS, Section 5 of said Ordinance shall be amended to read as follows:

SECTION 5. Interest. The interest on the unpaid Sales Tax and the unpaid Hotel Tax provided for by La. R.S. 47:337.69 shall be at the rate of one percent (1%) per month.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Ordinance No. 1372, M-C Series to reflect said change.

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

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

MANDY THOMAS, 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

EXECUTIVE ECONOMIC DEVELOPMENT DISTRICT

ORDINANCE NO. 1372, M-C SERIES

The following ordinance, which was previously introduced at a meeting of the Board of Directors of the Executive Economic Development District on February 8, 2016 and the title thereof and notice of public hearing having been published twice in the official journal and delivered to each state senator and representative in whose district all or a portion of the District is located and the public hearing having been conducted, was brought up for final passage at a meeting of the Board of Directors of the Executive Economic Development District on March 14, 2016 on motion of Mr. Moss and seconded by Mr. Favre:

AMENDING AND RESTATING THAT CERTAIN ORDINANCE NO. 1354 M-C SERIES PROVIDING FOR THE LEVY AND COLLECTION OF A TWO PERCENT (2%) SALES AND USE TAX (THE "*SALES TAX*") AND A TWO PERCENT (2%) HOTEL OCCUPANCY TAX (THE "*HOTEL TAX*") BY THE EXECUTIVE ECONOMIC DEVELOPMENT DISTRICT (THE "*DISTRICT*") FOR A PERIOD OF THIRTY (30) YEARS BEGINNING JULY 1, 2016, IN ACCORDANCE WITH THE PROVISIONS AND TERMS OF CHAPTER 2D OF SUBTITLE II, SECTION 47 OF THE LOUISIANA REVISED STATUTES OF 1950, AS AMENDED (THE "*UNIFORM LOCAL SALES TAX CODE*"); AND PROVIDING FOR OTHER MATTERS WITH RESPECT THERETO.

WHEREAS, the Executive Economic Development District (the "*District*") was created by the City of Sulphur (the "*City*") pursuant to an ordinance adopted by the City Council of the City of Sulphur, acting as the governing authority of the City, on November 9, 2015, as an economic development district pursuant to the provisions of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31 through 33:9038.42, inclusive), and other constitutional and statutory authority (the "*Act*");

WHEREAS, the Act authorizes the District to levy up to two percent (2%) of sales and use taxes and up to two percent (2%) hotel occupancy taxes, or any combination thereof, within the boundaries of the District, above and in addition to any other sales taxes or hotel occupancy taxes, or combination of such taxes, then in existence or permitted to be in existence in the District and to pledge the collections of such taxes to assist in financing a project creating economic development;

WHEREAS, on December 14, 2015, in accordance with the provisions of the Act, the Board of Directors of the District, acting as the governing authority of the District (the "*Board*") adopted Ordinance No. 1354 M-C Series providing for the levy and collection of a sales tax of two percent (2%) (the "*Sales Tax*") and a hotel occupancy tax of two percent (2%) (the "*Hotel Tax*"), such Sales Tax and Hotel Tax to be levied and collected for a duration of thirty (30) years from the year of first assessment;

WHEREAS, on February 8, 2016, in accordance with the provisions of the Act, the Board adopted a resolution giving notice of its intention (the "*Notice of Intent Resolution*") to amend and restate Ordinance No. 1354 M-C Series;

WHEREAS, the Notice of Intent Resolution authorized the publication of an "Official Public Notice of the Intent to Amend and Restate the Ordinance Providing for the Levy of the Sales Taxes and Hotel Occupancy Taxes Within the Executive Economic Development District as Described Herein" (the "*Public Notice*"), which Public Notice included the date, time, and place of a public hearing on the intent to levy said taxes and was published in the *Southwest Daily News*, the official journal of the District, once a week for two consecutive weeks, with the first publication occurring no more than sixty (60) days nor less than thirty (30) days before such public hearing prior to the consideration of this Ordinance by the District, all as required by the Act and other applicable statutory authority;

WHEREAS, the Public Notice was transmitted by email to each state senator and representative in whose district all or a portion of the District is located no more than sixty (60) days nor less than thirty (30) days before such public hearing prior to the consideration of this Ordinance by the District in accordance with Section 19.1(A)(1)(a) of Title 42 of the Louisiana Revised Statutes of 1950, as amended;

WHEREAS, Sulphur Group, L.L.C. (the "*Company*"), owns property within the boundaries of the District and desires to develop the property through the construction of a development that will include hotels, retail, and general commercial developments but shall not include any residential development, and to thereby stimulate the local economy and facilitate the continuing effort to develop and revitalize the City (the "*Project*");

WHEREAS, the District has determined that the Project constitutes an economic development project under the Act and serves a public purpose;

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WHEREAS, the City, the District, and the Company have entered into that certain Cooperative Endeavor Agreement (the "*Agreement*") whereby the District agreed to levy a new two percent (2%) sales and use tax and a new two percent (2%) hotel occupancy tax within the District and pledge the revenues from the net avails and proceeds of such taxes for the benefit of the Company in completing and operating the Project;

WHEREAS, the Registrar of Voters of the Parish of Calcasieu has certified that no qualified electors reside within the boundaries of the District;

WHEREAS, the public hearing on the intent to levy the Sales Tax and the Hotel Tax was held on March 14, 2016 prior to the consideration of this Ordinance by the District in accordance with the Act;

WHEREAS, the District has all the powers of a political subdivision and special taxing district necessary or convenient for the carrying out of its objects and purposes; and

WHEREAS, pursuant to the provisions of the Act, the Board of Directors of the District, acting as governing authority for the District, now desires to amend and restate in its entirety Ordinance No. 1354 M-C Series to provide for the levy of the Sales Tax and the Hotel Tax and to pledge the revenues from the net avails and proceeds of the Sales Tax and the Hotel Tax for the benefit of the Company in completing and operating the Project.

NOW THEREFORE, BE IT ORDAINED by the Board of Directors of the Executive Economic Development District, City of Sulphur, State of Louisiana (the "*District*"), acting as the governing authority of the District that:

SECTION 1. District Sales Tax and Hotel Tax. The levy of the Sales Tax in favor of the District upon the sale at retail, the use, the lease or rental, the consumption, the distribution and storage for use or consumption, of tangible personal property, and upon the sale of services in the District, and the levy of the Hotel Tax in favor of the District upon the rent or fee of occupancy for any establishment, either public or private, engaged in the business of furnishing or providing rooms and overnight camping facilities intended or designed for dwelling, lodging, or sleeping purposes to transient guests where such establishment consists of two (2) or more guest rooms and does not encompass any hospital, convalescent or nursing home or sanitarium, or any hotel-like facility operated by or in connection with a hospital or medical clinic providing rooms exclusively for patients and their families, shall be assessed, imposed, collected, paid, and enforced, in the manner and subject to the terms and provisions of the Uniform Local Sales Tax Code, the provisions of which are incorporated by reference herein.

Proceeds of the Sales Tax and the Hotel Tax described in this section, after payment of all reasonable and necessary costs and expenses of administering and collecting the Tax described herein and payment of all administrative costs of the City or the District in connection with the Project, shall be allocated, distributed, and used by the District in the manner and for the following purposes: (i) first, to pay the principal of and interest on the bonds issued by the District in connection with the Project, if any; (ii) second, to the Company solely to pay cost and obligations or to reimburse itself for such costs and obligations incurred in connection with the Project; and (iii) finally, for any lawful purpose of the District.

SECTION 2. Integrated Bracket Schedule Applicable to Collection. The Sales Tax and the Hotel Tax described in Section 1 shall be collected on the basis of the applicable integrated bracket schedule prescribed by the Collector of Revenue, State of Louisiana, pursuant to Section 304 of Title 47 of the Louisiana Revised Statutes of 1950, as amended (R.S. 47:304). The dealers shall remit to the sales tax collector of the District, the Sales and Use Tax Department of the Calcasieu Parish School Board (the "*Collector*") and comply with the Uniform Local Sales Tax Code, particularly La. R.S. 47:337.29, the proportionate part of the sales and use taxes and hotel occupancy taxes collected in the District in accordance with said integrated bracket schedule.

SECTION 3. Vendor's Compensation. For the purpose of compensating the dealer in accounting for and remitting the Sales Tax and the Hotel Tax described in this Ordinance, each dealer shall be allowed one percent (1%) of the amount of the Tax due and accounted for and remitted to the Collector in the form of a deduction in submitting his report and/or reports and paying the amount due by the dealer, provided the amount due was not delinquent at the time of payment, and provided the amount of any credit claimed for taxes already paid to a wholesaler shall not be deducted in computing the commission allowed the dealer hereunder.

SECTION 4. Exclusions and Exemptions. The Sales Tax and the Hotel Tax imposed under this Ordinance is subject to specific provisions under La. R.S. 47:305 of the Louisiana State sales and use tax laws and La. R.S. 47:337.9 of the Uniform Local Sales Tax Code. The District has not adopted the optional exclusions or exemptions allowed by Louisiana State sales and use tax law and codified under R.S. 47:337.10, nor shall it adopt any exclusions or exemptions which are not allowed as an exclusion or

exemption from Louisiana State sales and use tax. Included within the tax base is every transaction, whether sales, use, lease or rental, or service, or hotel occupancy, as applicable, with no exclusions or exemptions except for those mandated upon political subdivisions by the Constitution or statutes of the State of Louisiana.

SECTION 5. Interest. The interest on the unpaid Sales Tax and the unpaid Hotel Tax provided for by La. R.S. 47:337.69 shall be at the rate of one and one-fourth percent (1¹/₄%) per month.

SECTION 6. Delinquency Penalty. Penalty on the unpaid Sales Tax and the unpaid Hotel Tax as provided by La. R.S. 47:337.70 shall be five percent (5%) of the total tax due if delinquency is for not more than thirty (30) days, with an additional five percent (5%) for each additional thirty (30) days or fraction thereof during which delinquency continues, not to exceed twenty-five percent (25%) in the aggregate.

SECTION 7. Penalty for False or Fraudulent Return. Penalty as provided by La. R.S. 47:337.72 shall be fifty percent (50%) of the Sales Tax or the Hotel Tax found to be due.

SECTION 8. Negligence Penalty. The penalty provided by La. R.S. 47:337.73 shall be five percent (5%) of the Sales Tax or the Hotel Tax or deficiencies found to be due, or ten dollars (\$10.00), whichever is greater.

SECTION 9. Penalty for Insufficient Funds Check. The penalty provided in La. R.S. 47:337.74 shall be an amount equal to or greater of one percent (1%) of the check or twenty dollars (\$20.00).

SECTION 10. Attorney Fees. The Collector is authorized to employ private counsel to assist in the collection of any Sales Tax and Hotel Tax, penalties or interest due under this Ordinance, or to represent him in any proceeding under this Ordinance. If any Sales Tax or Hotel Tax, penalties or interest due under this Ordinance are referred to an attorney at law for collection, an additional charge of attorney fees, in the amount of ten percent (10%) of the Sales Tax and the Hotel Tax penalties and interest due, shall be paid by the tax debtor. Additional provisions applicable to attorney fees, inclusive of prevailing party and waiver of such fees, are included under La. R.S. 47:337.13.1 the Uniform Local Sales Tax Code.

SECTION 11. Limits on Interest, Penalty and Attorney Fees. Should the interest, penalties, or attorney fees herein, or the combined interest, penalties, and attorney fees be declared to be in excess of limits provided by other law, including relevant jurisprudence, then the maximum interest, penalties and attorney fees allowed by such other law shall apply.

SECTION 12. Collector. All sales and use taxes and hotel occupancy taxes described in this Ordinance shall be collected by a "Collector" as provided by La. R.S. 47:301(2)(b) shall mean and include the Calcasieu Parish School Board Sales and Use Tax Department, the entity presently collecting sales and use taxes and hotel occupancy taxes on behalf of the District.

SECTION 13. Powers of Collector. The Collector is hereby authorized, empowered and directed to carry into effect the provisions of this Ordinance, to appoint deputies, assistants or agents to assist in the performance of his duties, and in pursuance thereof to make and enforce such rules as he may deem necessary.

SECTION 14. Disposition of Revenues. All Sales Tax and Hotel Tax revenues, funds, assessments, monies, penalties, fees or other income which may be collected or come into the possession of the Collector under any provision or provisions of this Ordinance relating to the Tax described herein shall be promptly deposited by the Collector for the account of the District, provided, however, any amount which is paid under protest or which is subject to litigation may be transferred to a separate account established by the Collector with said fiscal agent pending the final determination of the protest or litigation.

Out of the funds on deposit in such special funds, the Collector shall first pay all reasonable and necessary costs and expenses of administering and collecting the Tax described herein and administering the provisions of this Ordinance, as well as the various administrative and enforcement procedures. Such costs and expenses shall be reported by the Collector monthly to the District.

In compliance with the levy and collection of the Sales Tax and the Hotel Tax described herein, after all reasonable and necessary costs and expenses of collecting and administration of the Tax have been paid as provided for above, the remaining balance in such special funds shall be available for appropriation and expenditure by the District, solely for the purposes designated herein.

SECTION 15. Accounting for Funds. All funds or accounts described herein may be separate funds or accounts or may be a separate accounting with a general or "sweep" fund or account containing monies from multiple sources so long as separate accounting of such monies is sustained.

SECTION 16. Severability. If any one or more of the provisions of this Ordinance shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Ordinance, but this Ordinance shall be construed and enforced as if such illegal or invalid provisions had not been contained herein. Any constitutional or statutory provision enacted after the date of this Ordinance which validates or makes legal any provision of this Ordinance which would not otherwise be valid or legal, shall be deemed to apply to this Ordinance.

SECTION 17. Uniform Local Sales Tax Code is Controlling. If any provision of this Ordinance shall be in conflict with the provisions of the Uniform Local Sales Tax Code, the provisions of the Uniform Local Sales Tax Code shall be controlling.

SECTION 18. Effective Date. The levy of the Sales Tax and the Hotel Tax shall be effective on July 1, 2016.

SECTION 19. Term. The Sales Tax and the Hotel Tax shall remain in effect for thirty (30) years (July 1, 2016 through June 30, 2046).

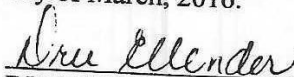
SECTION 20. Publication and Recordation. A copy of this Ordinance shall be duly published in the Southwest Daily News, the official journal of the District, as soon as is reasonably possible. A certified copy of this Ordinance shall be recorded in the mortgage records of Calcasieu Parish, Louisiana.

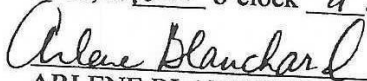
SECTION 21. Repealer. All previous ordinances and resolutions in conflict herewith, including Ordinance No. 1354 M-C Series, are hereby repealed and shall be of no force and effect.

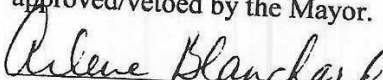
APPROVED

CHRISTOPHER L. DUNCAN - MAYOR
DATE 3/15/2016

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana on this 14th
day of March, 2016.


DRU ELLENDER, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
15th day of March,
2016, at 10:00 o'clock 9 .m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received
from the Mayor at 10:30 o'clock 2 .m.
on this 15th day of March,
2016, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING MAYOR MIKE DANAHAHAY TO SIGN
COOPERATIVE ENDEAVOR AGREEMENT WITH CALCASIEU PARISH
POLICE JURY FOR SARA STREET BRIDGE REPLACEMENT

WHEREAS, the City’s reimbursement to the Parish is fifty percent (50%) of the total construction cost within thirty (30) days of receipt of an invoice from the Parish with a not to exceed amount of four hundred thousand dollars (\$400,000).

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Mike Danahay to sign a Cooperative Endeavor Agreement with Calcasieu Parish Police Jury for Sara Street Bridge Replacement.

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.

MANDY THOMAS, 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

**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 _____ 2022, by and between the CALCASIEU PARISH POLICE JURY, hereinafter referred to as "PARISH," a political subdivision of the State of Louisiana, represented herein by its duly authorized President, Tony Stelly, and the CITY OF SULPHUR, hereinafter referred to as "CITY," a political subdivision of the State of Louisiana, and represented herein by its duly authorized Mayor, Mike Danahay.

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 CITY has a legal obligation of to provide and maintain public infrastructure for the benefit of the citizens of the CITY;

WHEREAS, the PARISH has the authority under Louisiana Revised Statute 33:1236 to provide maintain public infrastructure for the benefit of the citizens of the PARISH;

WHEREAS, the PARISH and the CITY consider the public benefit of replacing the Sara Street Bridge within Ward Four of Calcasieu Parish, hereinafter referred to as the "PROJECT," to be proportionate to the costs associated with this activity.

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

I. Scope of Agreement

The PROJECT location is identified in the map attached hereto as Exhibit A. The PARISH and the CITY hereby agree that the PARISH will bear responsibility for the overall administration and management of the PROJECT in accordance with the plans and specifications of the construction contract, including engineering, inspection, utility coordination and approval of invoices.

2. Term of Agreement

The initial term of this agreement shall commence upon execution of this agreement and shall continue until the completion of the project listed in the Scope of Work and all payments have been made.

3. Payment Terms

Under this agreement, the CITY agrees to reimburse the PARISH fifty percent (50%) of the total actual construction cost within thirty (30) days of receipt of an invoice from the PARISH with a not to exceed amount of four hundred thousand dollars (\$400,000). The cost share is based on the PROJECT's roadway being located adjacent to but not in the CITY limits. The total construction cost for the Project is currently estimated to be one million dollars (\$1,000,000). Actual reimbursement payment shall be based on actual cost incurred, calculated using the bid unit prices of the PROJECT. Reimbursement from the CITY shall not exceed four hundred thousand dollars (\$400,000) without prior mutual approval of an amendment to this agreement. The PARISH will invoice the CITY after the project is accepted as substantially complete by the Police Jury. The PARISH invoice will include supporting documentation for all construction payments made to the to the PROJECT Contractor by the PARISH.

If this agreement extends beyond the current fiscal year and notwithstanding anything to the contrary and when applicable, both parties acknowledge and agree that pursuant to the applicable state law, this agreement is subject to an annual appropriation dependency requirement to the effect that the renewal of this agreement is contingent upon the appropriation of funds by either party to fulfill any future payment requirements of this agreement. If either party fails to appropriate sufficient monies to provide for any future payment requirements under this agreement, this agreement shall terminate on the last day of the last fiscal year for which funds were appropriated.

4. Amendments and Assignments

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

5. Records and Audits

For audit purposes, all records will be made available by both parties to any authorized representative of either party and said records will be retained for three (3) years from the final contractual payment under this agreement. It is also agreed that all records shall be made available to either party at no additional charge for such information. If any confidential information is obtained during the course of this agreement, both parties agree not to release that information without the approval of the other party unless instructed otherwise by court order, grantor, auditor, public information request or as required by law.

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

6. Liability, Indemnity and Insurance

This agreement is intended for the benefit of the PARISH and the CITY and does not confer any rights upon any other third parties. All rights by and between the PARISH and the CITY are limited to the actions outlined in the applicable local, state and federal laws, regulations and policies.

The PARISH will indemnify, defend, and hold harmless the CITY, including the CITY's employees and agents, from and against any and all claims or liabilities arising from the fault of the PARISH, its employees or agents in carrying out the PARISH's duties and obligations under the terms of this agreement. The CITY will indemnify, defend, and hold harmless the PARISH, including the PARISH's employees and agents, from and against any and all claims or liabilities arising from the fault of the CITY, its employees or agents in carrying out the CITY's duties and obligations under the terms of this agreement. This section will survive the termination of this agreement. In the event that either party takes any action to enforce this mutual indemnity provision, the prevailing party shall be entitled to recover reasonable attorney's fees and costs arising as a result thereof.

7. Termination of Agreement and Dispute Resolution

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

In addition, the terminating party shall be responsible for their share of actual costs for project activity completed prior to the termination event.

8. Severability, Entire Agreement and Captions

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

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

9. No Authorship Presumptions

The PARISH and the CITY have had an opportunity to negotiate the language of this agreement in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship. The PARISH and the CITY hereby waive the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this agreement, including but not limited to, any rule of law to the effect that any provision of this agreement shall be interpreted or construed against the party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any person that becomes a party by reason of assignment and/or assumption of this agreement and any successor to a signatory party.

[The remainder of this page is intentionally left blank.]

10. Address of Notices and Communications

All notices between the PARISH and the CITY provided for pursuant to this agreement shall be in writing. The name and address of the PARISH's representative is:

Mr. Bryan C. Beam, Administrator
Calcasieu Parish Police Jury
P.O. Box 1583
Lake Charles, Louisiana 70602

The name and address of the CITY's representative is:

Mr. Mike Danahay, Mayor
City of Sulphur
101 N. Huntington Street
Sulphur, Louisiana 70663

In the event that the mailing address of the PARISH or the CITY changes during the terms of this agreement, or that there is a change in the designated points of contact, the party with the address change or change of contact shall immediately notify the other party of the change.

[The remainder of this page is intentionally left blank.]

THUS DONE AND SIGNED on the ____ day of _____ 2022, in Lake Charles, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

CALCASIEU PARISH POLICE JURY:

Witness Signature

BY: _____
TONY STELLY, PRESIDENT

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

THUS DONE AND SIGNED on the ____ day of _____ 2022, in Sulphur, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

CITY OF SULPHUR:

Witness Signature

BY: _____
MIKE DANAHAAY, MAYOR

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number



RESOLUTION NO. _____, M-C SERIES

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

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

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

MANDY THOMAS, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

Resolution setting meeting dates for the Sulphur City Council, Land Use Commission and Board of Zoning Adjustment for 2023.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby set the following meeting dates for the Sulphur City Council, Land Use Commission and Board of Zoning Adjustment for 2023 as follows:

City Council

Land Use & Board of Zoning Adjustment

Monday, January 9	Tuesday, January 17
Monday, February 13	Wednesday, February 22
Monday, March 13	Monday, March 20
Monday, April 10	Monday, April 17
Monday, May 8	Monday, May 15
Monday, June 12	Monday, June 19
Monday, July 10	Monday, July 17
Monday, August 14	Monday, August 21
Monday, September 11	Monday, September 18
Tuesday, October 10	Monday, October 16
Monday, November 13	Monday, November 20
Monday, December 11	Monday, December 18

BE IT FURTHER RESOLVED that meetings will be held at our temporary location at 1551 East Napoleon Street, Sulphur, Louisiana 70663 at 5:30 p.m.

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

MANDY THOMAS, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk