

AGENDA
SULPHUR CITY COUNCIL MEETING
MONDAY, JUNE 10, 2024, AT 5:30 P.M.

THERE WILL BE A REGULAR MEETING OF THE SULPHUR CITY COUNCIL
MONDAY, JUNE 10, 2024, 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 Care Help of Sulphur for celebrating 40 years. I09-24 (Dru Ellender)
2. RULE TO SHOW CAUSE for the condition of the following addresses:
 - a. To condemn building or structure located at 324 Virginia Street, in accordance with Article IX, Section 5-286 through 5-296 of the Code of Ordinances. (Dru Ellender)
 - b. To condemn building or structure located at 751 South Crocker Street, in accordance with Article IX, Section 5-286 through 5-296 of the Code of Ordinances. (Melinda Hardy)
 - c. To condemn building or structure located at 741 West Lyons Street, in accordance with Article IX, Section 5-286 through 5-296 of the Code of Ordinances. (Dru Ellender)
3. RULE TO SHOW CAUSE FOR DEAD OR DISEASED TREE REMOVAL on private property for the following addresses:
 - a. To remove dead or diseased tree located at 201 East Mimosa Drive, in accordance with Chapter 17, Article I of the Code of Ordinances. (Melinda Hardy)
4. PUBLIC HEARING on ordinance amending Ordinance No. 1866, M-C Series, for Tulco II, LLC, 1825 East Napoleon Street, to amend stipulations placed on property. ORD47-24 (Melinda Hardy)
5. INTRODUCTION OF ORDINANCE setting forth the property tax millage rates for tax year 2024. ORD48-24 (Mayor Danahay)

6. INTRODUCTION OF ORDINANCE authorizing Mayor Danahay to sign the LA DOTD maintenance agreement for mowing and litter pick up for fiscal year ending June 30, 2025. ORD49-24 (Mayor Danahay)
7. INTRODUCTION OF ORDINANCE authorizing Mayor Mike Danahay to sign Cooperative Endeavor Agreement with Calcasieu Parish School Board for donation of sound equipment to Maplewood Middle School. ORD50-24 (Mayor Danahay)
8. INTRODUCTION OF ORDINANCE authorizing Mayor Danahay to sign buy/sell agreement with Carl and Mary Hardy for property located at 4114 and 4118 Maplewood Drive. ORD51-24 (Mayor Danahay)
9. INTRODUCTON OF ORDINANCE authorizing the acquisition of property from Carl and Mary Hardy for property located at 4114 and 4118 Maplewood Drive, appropriating funds for the purchase, and setting a public hearing date on said ordinance. ORD52-24 (Mayor Danahay)
10. INTRODUCTION OF ORDINANCE declaring certain surplus movable property of the City of Sulphur and providing for the disposal thereof (802 South Ruth Street house, generator). ORD53-24 (Mayor Danahay)
11. INTRODUCTION OF ORDINANCE amending Chapter 17-16 of the Code of Ordinances of City of Sulphur – Permit – Required; display; fee. ORD54-24 (Mayor Danahay)
12. INTRODUCTION OF ORDINANCE authorizing Mayor Danahay to sign Emergency Shelter and Staging Agreement with Beauregard Parish School Board for temporary shelter and emergency equipment staging area at Singer High School for Hurricane 2024 Season for the City of Sulphur. ORD55-24 (Mayor Danahay)
13. RESOLUTION amending Resolution No. 3591, M-C Series, adopted May 13, 2024, which authorized the First Amendment to Time Contract for the collection of solid waste. RES28-24 (Mayor Danahay)
14. RESOLUTION authorizing the advertisement of bids for reconstruction of Animal Control. RES29-24 (Mayor Danahay)
15. RESOLUTION appointing the Official Journal for the City of Sulphur. RES30-24 (Nick Nezat)
16. RESOLUTION reappointing Tommy Little to the West Calcasieu Airport Managing Board. RES31-24 (Nick Nezat)

17. RESOLUTION accepting Substantial Completion for North Water Treatment Improvement Program – Removal and Replacement of Pressure Filters.
RES32-24 (Mayor Danahay)

18. PUBLIC COMMENT - 3 MINUTES PER SPEAKER - ONLY SPEAK 1 TIME PER ITEM.

This ends the public comment section of the meeting.

ADJOURNMENT

The next regular City Council meeting will be held on Monday, July 8, 2024, 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.

Arlene Blanchard, Council Clerk
City of Sulphur
101 North Huntington Street, Sulphur, LA 70663
(337) 527-4500

ORDINANCE NO. _____ M-C SERIES _____

ORDINANCE AMENDING ORDINANCE NO. 1866, M-C SERIES, FOR
TULCO II, LLC, 1825 EAST NAPOLEON STREET, TO AMEND
STIPULATIONS PLACED ON PROPERTY.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby amend Ordinance No. 1866, M-C Series, adopted August 14, 2023, for the second paragraph to read as follows:

BE IT FURTHER RESOLVED that in accordance with Article IV, Part II, Section 8 of the Land Use Ordinance of the City of Sulphur, a six (6) foot tall slatted chain link fence ~~constructed of wood or brick masonry~~ shall be constructed along an existing residential use. Furthermore, a ~~twenty (20)~~ ten (10) foot buffer width will also be maintained that will be void of any parking apron, construction, accessory use, etc. The bufferyard is to remain free, clear and open of any obstruction. ~~Also, access is restricted to only East Napoleon Street. No rear access shall be from Carr Lane.~~

BE IT FURTHEREST ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby amend the second paragraph in Ordinance No. 1866, M-C Series, for Tulco, II, LLC, 1825 East Napoleon Street.

APPROVED AND ADOPTED by
the City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____, 2024.

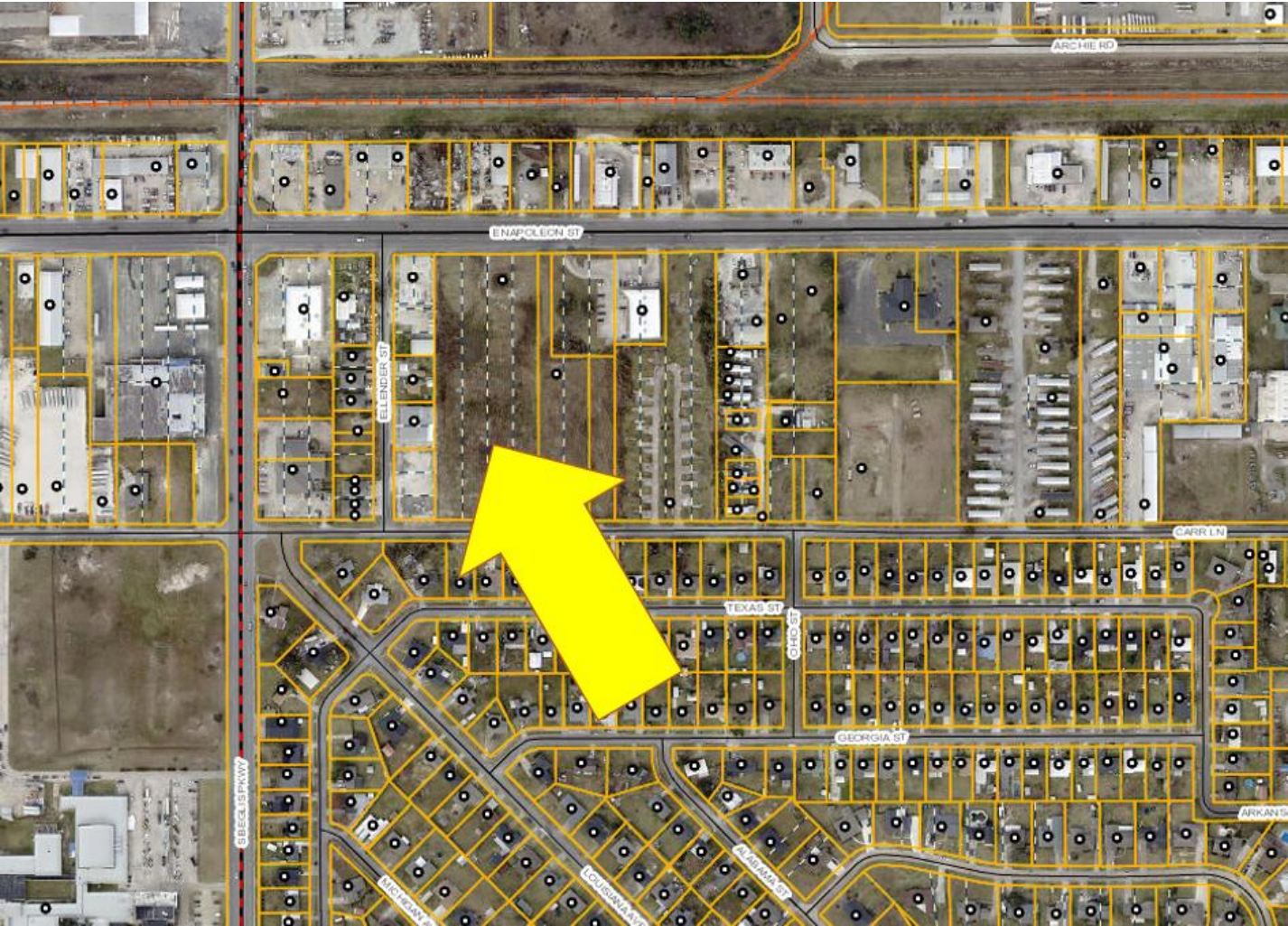
NICK NEZAT, Chairman

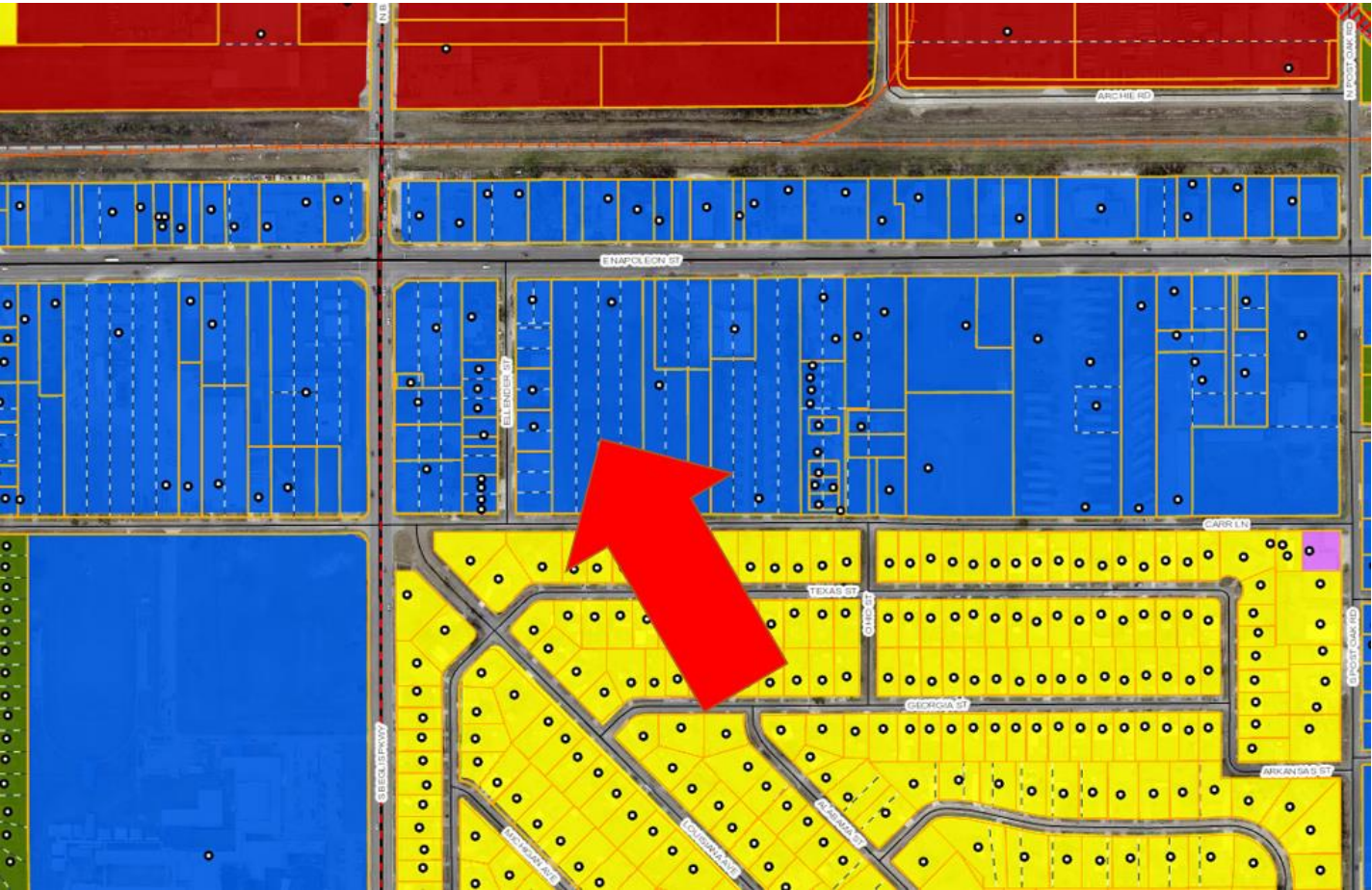
I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this ____ day of _____, 2024, at _____ o'clock _____.m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received
from the Mayor at _____ o'clock _____.m.
on this _____ day of _____,
2024, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk









ORDINANCE NO. _____ M-C SERIES

ORDINANCE WHICH SETS FORTH THE GENERAL ALIMONY,
STREET MAINTENANCE, AND FIRE MAINTENANCE
AUTHORIZED MILLAGE RATES IN THE CITY OF SULPHUR FOR
THE 2024 TAX YEAR.

SECTION 1: BE IT ORDAINED by the Mayor and City Council of the City of Sulphur, Louisiana, in regular and legal session convened, that the City of Sulphur of the Parish of Calcasieu, Louisiana, in a public meeting held on July 8, 2024, which meeting was conducted in accordance with the Open Meetings Law and the additional requirements of Article XII, Section 3 of the Louisiana Constitution and R.S. 42:11 – 28 [R.S. 42:11, et seq.] that the following millage rate(s) be and they are hereby levied upon the dollar of each assessed valuation of all property which is subject to ad valorem taxation within said City for the year 2024 for the purpose of raising revenue:

<u>Tax Description:</u>	<u>Millage Rate(s):</u>
General Alimony (5096 001):	5.850 mills
Street Maintenance (5096 002):	5.300 mills
Fire Maintenance (5096 003):	5.300 mills

SECTION 2. BE IT FURTHER ORDAINED that the proper administrative officials of the Parish of Calcasieu, State of Louisiana, be and they are hereby empowered, authorized, and directed to spread said taxes, as hereinabove set forth, upon the assessment roll of said Parish for the year 2024, and to make the collection of the taxes imposed for and on behalf of the taxing authority, according to law, and that the taxes herein levied shall become a permanent lien and privilege on all property subject to taxation as herein set forth, and collection thereof shall be enforceable in the manner provided by law.

Motioned by:

Seconded by:

The foregoing ordinance was read in full; the roll was called on the adoption thereof, and the ordinance was adopted by the following votes:

YEAS:

NAYS:

ABSTAINED:

ABSENT:

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____ 2024.

NICK NEZAT, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2024, 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 _____,
2024, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

CERTIFICATE

I hereby certify that the foregoing is a true and exact copy of the ordinance adopted at the duly called meeting of the Mayor and City Council of the City of Sulphur, Louisiana, which was held on July 8, 2024, at which meeting a quorum was present and voting.

Sulphur, Louisiana, this 9th day of July, 2024.

Mike Danahay; Mayor
City of Sulphur, State of Louisiana

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING MAYOR DANA HAY TO SIGN THE LA DOTD MAINTENANCE AGREEMENT FOR MOWING AND LITTER PICKUP FOR FY YEAR ENDING JUNE 30, 2025.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Mike Danahay to sign the LA DOTD Maintenance Agreement for mowing and litter pickup for FY ending June 30, 2025.

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

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2024.

DRU ELLENDER, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2024, 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 _____,
2024, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

**MAINTENANCE AGREEMENT
INCLUDING MOWING AND LITTER PICKUP**

FOR THE FISCAL YEAR ENDING JUNE 30, 2025

BETWEEN

CITY OF SULPHUR

AND

**STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
OFFICE OF ENGINEERING**

AGREEMENT

This **AGREEMENT**, ("Agreement") is made and entered into this _____ day of, _____, 2024, by and between the **STATE OF LOUISIANA**, through the Department of Transportation and Development, hereinafter referred to as ("**DOTD**"), represented herein by its Secretary or his duly authorized designee, and the City of Sulphur, hereinafter referred to as ("**Municipality**"), appearing herein through its Mayor, Mike Danahay, duly authorized.

WITNESSETH:

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

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

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

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

ARTICLE I:
Covered Roadways:

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

ARTICLE II:
Mowing Litter and Trash Collection

The **Municipality** shall conduct its operation in a manner such that the safety and convenience of the public shall be regarded as a priority. All equipment and traffic control devices shall be in accordance with the Manual on Uniform Traffic Control Devices. The

DOTD reserves the right to stop the **Municipality** from working or order any piece of equipment removed from the roadway or right of way should it be determined that the minimum safety standards are not being met.

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

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

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

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

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

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

The **Municipality** shall mow grass and cut or otherwise control mowable vegetation along ditches, around signs, guardrails and bridge ends, trim overhanging grass along curbs, and remove litter and debris within the designated, dedicated or apparent right of

way. For purposes of this Agreement, mowable vegetation is defined as any trees, vegetation, brush, etc., that is two inches in diameter or less measured five inches above the ground. Mowing and litter removal shall be accomplished a minimum of four (4) times per year. The dates of the mowing operations shall be set forth on the Mowing Plan submitted by Municipality to Roadside Development Coordinator assigned to the DOTD District where the mowing operations are to take place.

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

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

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

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

ARTICLE III: **Use of Herbicide/Chemicals in Mowing Operations**

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

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

Municipality shall notify DOTD of its intention to apply chemicals for growth retarding purposes. Said notification shall be in writing and shall be included in the Municipality's Roadside Management Plan. The Roadside Management Plan shall include projected mowing and spraying schedules for the yearly contract. All herbicide applicators must possess a Category 6 Pesticide Applicators license obtained through the Louisiana Department of Agriculture and Forestry. A copy of licenses shall be included in the

Municipality's Management Plan if the work is to be performed by **Municipality** employees. If herbicide/chemical application will be performed by **Municipality's** contractor, proof of insurance and required Louisiana licensing procedures shall be followed. The **DOTD** reserves the right to inspect and approve all forms of application equipment when making herbicide/chemical applications to **DOTD** Roadways and rights of ways.

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

The **DOTD** reserves the right to disallow the use of Integrated Roadside Management practices in sensitive areas or sites or sites deemed by **DOTD** as unsuitable for such practices.

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

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

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

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

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

Spot Treatments:

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

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

ARTICLE IV:
Reimbursement

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

ARTICLE V:
Payments

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

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

ARTICLE VI:
Substandard Performance

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

ARTICLE VII:
Indemnification

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

ARTICLE VIII:
Funding Contingency

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

ARTICLE IX:
Limitation On Use of State Funds

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

ARTICLE X:
Term and Cancellation

This Agreement shall begin on **July 1, 2024**, and shall end on **June 30, 2025**, but may be terminated earlier under any or all of the following conditions:

By mutual agreement and consent of the parties hereto.

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

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

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

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

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

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

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

ARTICLE XI:
Claims for Liens

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

ARTICLE XII:
Compliance With Laws

The **Municipality** agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the **Municipality** agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

ARTICLE XIII:
Agreement Modifications

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

ARTICLE XIV:
Disputes

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

ARTICLE XV:
Record Keeping, Reporting and Audits

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

Agreement, for inspection by the **DOTD** Audit Control Section, the Legislative Auditor, and/or the Office of the Governor, Division of Administration Auditors under State

and Federal Regulations effective as of the date of this Agreement and copies thereof shall be furnished if requested.

ARTICLE XVI:
Covenant Against Contingent Fees

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

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

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

ARTICLE XVII:
Subletting, Assignment or Transfer

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

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

ARTICLE XVIII:
Successors and Assigns

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

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

THUS DONE AND SIGNED at Sulphur, Louisiana, this ____ day of _____, 2024.

WITNESSES

Municipality

BY: _____
(Signed Name)

(Printed Name)

City of Sulphur
P.O. Box 1309, Sulphur LA 70664
(337) 527-4500 (Phone)
(337) 527-4529 (Fax)

Tax ID. # 72-6001361

THUS DONE AND SIGNED at Baton Rouge, Louisiana, this ____ day of _____, 2024.

WITNESSES:

DOTD

_____ BY: _____
TERRENCE J. DONAHUE
SECRETARY

CITY OF SULPHUR ROAD DESCRIPTION

EXHIBIT "A"

	Description	Mileage	Control Section
LA 1256	(From Patch St.)(South of I-10) to I-10 N R/W)(Ruth)	0.15 Undivided	031-05
LA 1256	(From Patch St.)(South of I-10) to I-10 N R/W)(Ruth)	0.31 Divided	031-05
LA 27	(From US 90 to 0.87 mi. North at Brimstone Pipeline R/W (LA 27N)	0.87 Undivided	031-06
LA 27	(From Kingwood Drive- Beginning of grass median)(S. of I-10 to US 90 (Beglis Parkway)	0.14 Undivided	810-27
LA 27	(From Beginning of grass median-Weekly Roads)(S. of I-10 to US 90 (Beglis Parkway)	0.67 Divided	810-27
LA 27	(From Weekly Road – US 90)(S. of I-10 to US 90) (Beglis Parkway)	1.16 Undivided	810-27
LA 27	(From the south end of 10 c of a to US 90)(Cities Service Highway)	0.56 Divided	810-19
LA 108	(From the south of i-10 c of a to US 90)(Cities Service Highway)	1.17 Undivided	810-19
US 90	(From SRD Canal to Picard Rd)(Napoleon)	0.54 Undivided	003-03
US 90	(From Picard to Huntington ST. LA 27)(Napoleon)	0.42 Undivided	003-03
US 90	(From LA 27 HuntingtonSt.-Lewis ST)(Napoleon)	0.57 Undivided	003-04
US 90	(From Lewis ST. Post Oak Rd)(Napoleon)	1.02 Undivided	003-04
US 90	(From Post Oak Rd-Prater Rd)(Napoleon) Except from Auto Plex 2000 East P/L to Hwy 108 West R/W Line	1.72 Undivided	003-04

Total Undivided 7.76
Total Divided 1.54
Total Miles 9.30

“Exhibit B”

Municipality _____ Fiscal Year _____
SRM No. _____
Date from _____ Date to _____

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

Completed form shall be maintained by the municipality and shall be submitted to the DOTD district contact with the semi-annual

[illegible]

Signed By: _____

Printed Name: _____

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING THE DONATION OF SOUND EQUIPMENT TO
CALCASIEU PARISH SCHOOL BOARD FOR MAPLEWOOD MIDDLE SCHOOL.

WHEREAS, the City Council declared the sound equipment as surplus on May 13, 2024 and is no longer needed by the City.

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 donate sound equipment to Calcasieu Parish School Board to Maplewood Middle School.

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

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this ____day
of _____, 2024.

NICK NEZAT, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2024, 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 _____,
2024, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

PARISH OF CALCASIEU

BE IT KNOWN, that on this ____ day of _____, 20____, before me, the undersigned authority, duly qualified in and for the Parish of Calcasieu, State of Louisiana, therein residing, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared **CITY OF SULPHUR**, represented by Michael E. Danahay, Mayor, donor, who declared that he does by these presents make a manual gift and donation unto **CALCASIEU PARISH SCHOOL BOARD IN CARE OF MAPLEWOOD MIDDLE SCHOOL**, represented by Saberly O’Quain, Principal, donee, hereby appearing for the Purpose of accepting the following described surplus movable property:

- Horizon Receiver, SN R18256724, Model # M-ATW-R210061
- Horizon Receiver, SN R18256725, Model # M-ATW-R210061
- Horizon Receiver, SN R18256732, Model # M-ATW-R210061
- Horizon Receiver, SN R18256733, Model # M-ATW-R210061
- Horizon Receiver, SN R18256734, Model # M-ATW-R210061
- Horizon Receiver, SN R18256735, Model # M-ATW-R210061
- Sennheiser Receiver, SN 163188, Model # M-90853
- Sennheiser Receiver, SN 146819, Model # M-90853
- Sennheiser Receiver, SN 169668, Model # M-90853
- Shure Transmixer, SN M-P2T-H2, Model # PSM200
- Peavey Feedback Feret, SN 51713051, Model # M-00511580
- Peavey Graphic Eq, SN K0362758, Model # QF131
- Yamaha Mixing Console, SN VCCOH01670, Model # MG166CX
- Peavey Power Amplifier, SN T0001835, Model # CS1400
- Peavey Amplifier, SN 51372564, Model # CS3000H
- Shure Microphone, SN N/A, Model #PG58
- Sennheiser Microphone, SN 301525, Model # N/A
- Avdio-Technica VHF Transmitter, SN B18254273, Model # ATW-T210a1
- Avdio-Technica VHF Transmitter, SN B18254274, Model # ATW-T210a1
- Avdio-Technica VHF Transmitter, SN B18254280, Model # ATW-T210a1
- Avdio-Technica VHF Transmitter, SN B18254281, Model # ATW-T210a1
- Avdio-Technica VHF Transmitter, SN B18254282, Model # ATW-T210a1
- Avdio-Technica VHF Transmitter, SN B18254283, Model # ATW-T210a1
- Sennheiser Bodypack Transmitter, SN 104943, Model # N/A
- Peavey Speaker, SN 516913662007222, Model # 575210
- Peavey Speaker, SN 5170931200839, Model # 575210

TO HAVE AND TO HOLD the above-described surplus movable property unto the said **CALCASIEU PARISH SCHOOL BOARD IN CARE OF MAPLEWOOD MIDDLE SCHOOL**, donee forever.

Donor

City of Sulphur

By: Michael E. Danahay, Mayor

Donee

Calcasieu Parish School Board

IN CARE OF Maplewood Middle School

By: Saberly O’Quain, Principal

WITNESSES:

Print

Signature

Print

Signature

SWORN TO AND SUBSCRIBED before me on this _____ day of _____, 20____.

Lacie Bonin, Notary Public #164018

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING MAYOR DANA HAY TO SIGN
BUY/SELL AGREEMENT WITH CARL AND MARY HARDY FOR
PROPERTY LOCATED AT 4114 AND 4118 MAPLEWOOD DRIVE.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Mike Danahay to enter into a buy/sell agreement with Carl and Mary Hardy for property bearing municipal address of 4114 and 4118 Maplewood Drive, Sulphur, Louisiana is more fully described as follows, to-wit:

THAT CERTAIN TRACT OR PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION 31, TOWNSHIP 9 SOUTH, RANGE 9 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF HIGHWAY 108 AND MAPLEWOOD DRIVE; THENCE NORTH 89°10'00" EAST A DISTANCE OF 346.51 FEET ALONG THE CENTERLINE OF SAID MAPLEWOOD DRIVE; THENCE NORTH 00°29'07" WEST A DISTANCE OF 40.00 FEET TO THE NORTH RIGHT OF WAY LINE OF MAPLEWOOD DRIVE AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°29'07" WEST A DISTANCE OF 171.65 FEET MORE OR LESS TO THE WEST BANK OF MAPLE FORK; THENCE MEANDERING SOUTHEASTERLY ALONG THE SAID WEST BANK OF MAPLE FORK A DISTANCE OF 228.20 FEET MORE OR LESS TO THE NORTH RIGHT OF WAY OF SAID MAPLEWOOD DRIVE; THENCE SOUTH 89°10'00" WEST ALONG THE NORTH RIGHT OF WAY OF SAID MAPLEWOOD DRIVE A DISTANCE OF 148.78 FEET, MORE OF LESS TO THE POINT OF BEGINNING.

BE IT FURTHER ORDAINED that said property shall not exceed appraised value of three hundred twenty thousand dollars (\$320,000.00)

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
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2024.

NICK NEZAT, Chairman

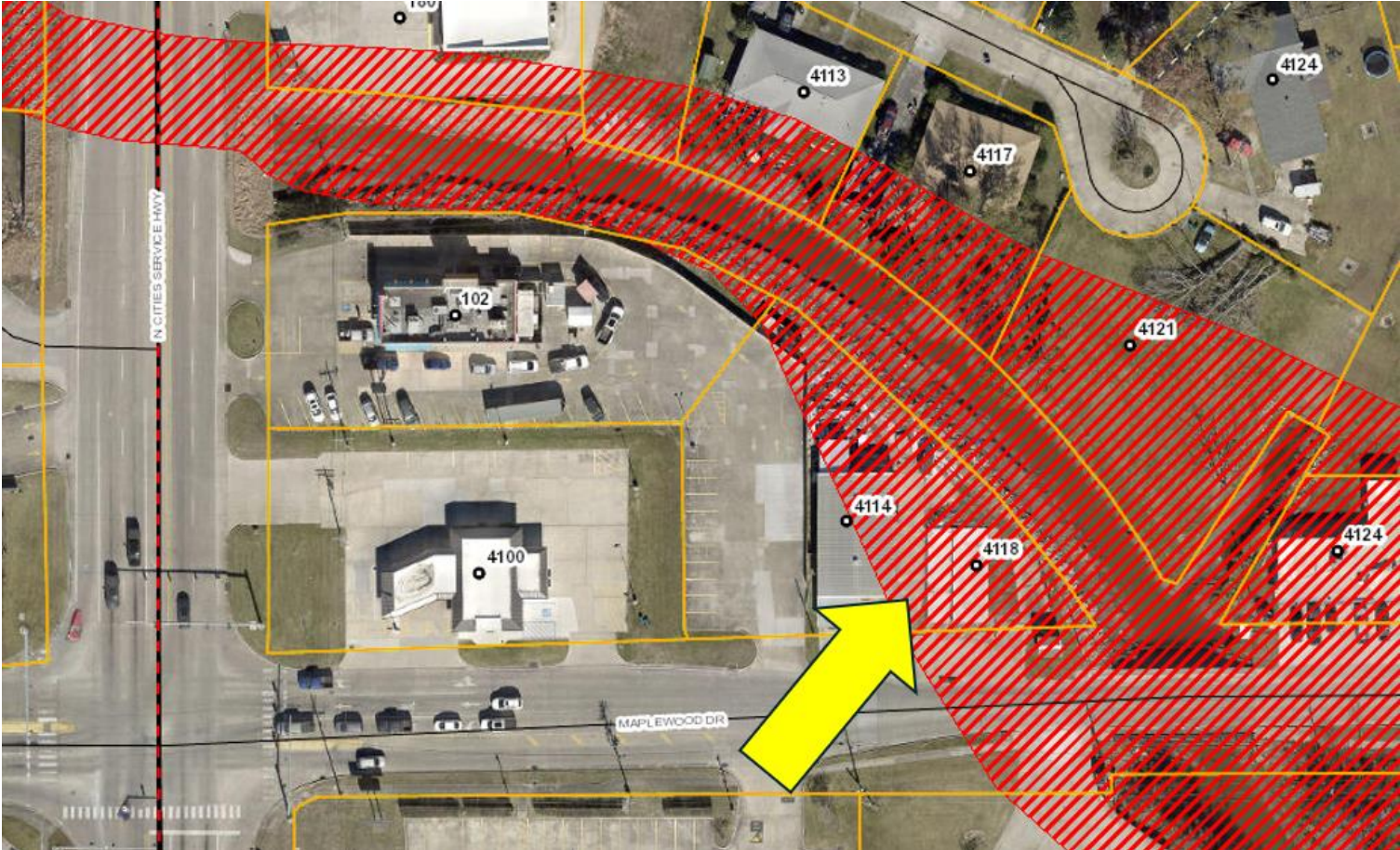
I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this _____ day of _____, 2024, at _____ o'clock _____.m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received from the Mayor at _____ o'clock _____.m. on this _____ day of _____, 2024, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

WAITING ON BUY/SELL AGREEMENT



ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING THE ACQUISITION OF PROPERTY FROM CARL AND MARY HARDY FOR PROPERTY LOCATED AT 4114 AND 4118 MAPLEWOOD DRIVE, APPROPRIATING FUNDS FOR THE PURCHASE, AND SETTING A PUBLIC HEARING DATE ON SAID ORDINANCE.

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

WHEREAS, the City of Sulphur desires to purchase property from Carl and Mary Hardy (hereinafter referred to as the “Seller”) for property located at 4114 and 4118 Maplewood Drive; and

WHEREAS, the sale price shall be three hundred twenty thousand dollars (\$320,000.00); and

WHEREAS, sale includes a 2,681 sq. ft. office/warehouse facility which is zoned residential and in a designated floodway; and

WHEREAS, the property bearing municipal address of 4114 and 4118 Maplewood Drive, Sulphur, Louisiana is more fully described as follows, to-wit:

THAT CERTAIN TRACT OR PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION 31, TOWNSHIP 9 SOUTH, RANGE 9 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF HIGHWAY 108 AND MAPLEWOOD DRIVE; THENCE NORTH 89°10'00" EAST A DISTANCE OF 346.51 FEET ALONG THE CENTERLINE OF SAID MAPLEWOOD DRIVE; THENCE NORTH 00°29'07" WEST A DISTANCE OF 40.00 FEET TO THE NORTH RIGHT OF WAY LINE OF MAPLEWOOD DRIVE AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°29'07" WEST A DISTANCE OF 171.65 FEET MORE OR LESS TO THE WEST BANK OF MAPLE FORK; THENCE MEANDERING SOUTHEASTERLY ALONG THE SAID WEST BANK OF MAPLE FORK A DISTANCE OF 228.20 FEET MORE OR LESS TO THE NORTH RIGHT OF WAY OF SAID MAPLEWOOD DRIVE; THENCE SOUTH 89°10'00" WEST ALONG THE NORTH RIGHT OF WAY OF SAID MAPLEWOOD DRIVE A DISTANCE OF 148.78 FEET, MORE OF LESS TO THE POINT OF BEGINNING.

BE IT FURTHER ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that Mayor Danahay is hereby authorized and empowered to purchase said property described above, that he is authorized and directed to execute the original warranty deed / Act of Cash Sale between the City of Sulphur and the Seller for the sum of three hundred twenty thousand dollars (\$320,000.00); that it does hereby appropriate that sum for the aforesaid purchase; and that it does set a public hearing on this ordinance at its regular meeting at 5:30 p.m. on July 8, 2024.

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

APPROVED AND ADOPTED by
City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2024.

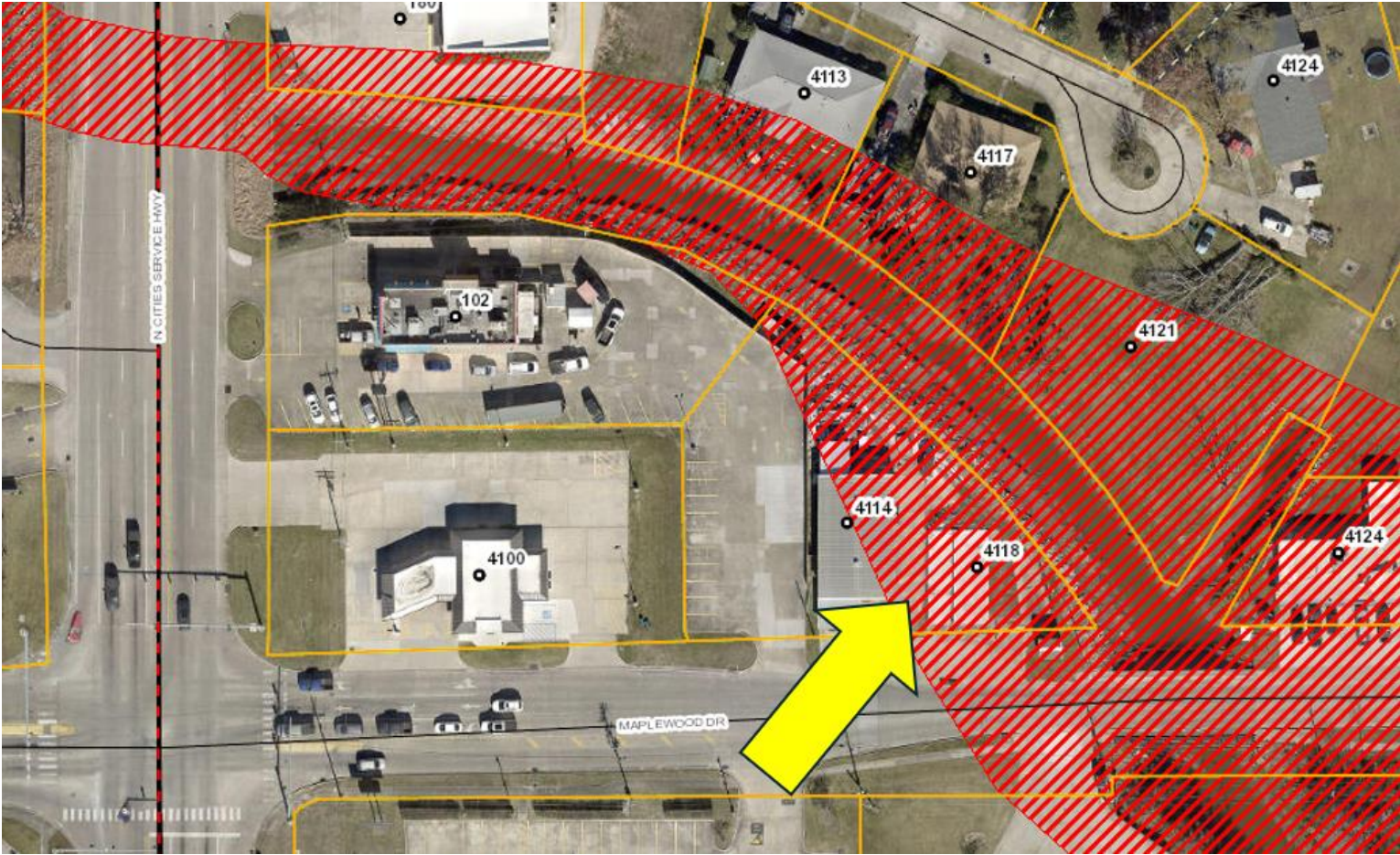
NICK NEZAT, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2024, 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 _____,
2024, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk





ORDINANCE NO. _____, M-C SERIES

AN ORDINANCE DECLARING CERTAIN SURPLUS MOVABLE PROPERTY
OF THE CITY OF SULPHUR AND PROVIDING FOR THE DISPOSAL THEREOF.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, and in accordance with LA. R.S. 33:4712, that the following described surplus movable property of the City of Sulphur, not needed for public purposes, after having been duly advertised be declared surplus:

DEPT	TYP	DESCRIPTION	YEAR	MAK	MOD	SERIAL	REASON	DATE	ESTIMATED VALUE
FIRE	EQU IP	KOHLER GENERATOR	2000	KOHL ER	180R OZJ	606429	NOT IN USE	5/21/2 4	\$1200
FINANCE	BLD	802 S. RUTH ST(HOME TO BE MOVED)	1940	N/A	N/A	N/A	VACANT	5/28/2 024	\$1000

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

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

APPROVED AND ADOPTED by
the City Council of the City of Sulphur,
Louisiana, on this ____ day of
_____, 2024.

NICK NEZAT, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this ____ day of _____, 2024, 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 _____, 2024, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ORDINANCE AUTHORIZING MAYOR DANA HAY TO SIGN
EMERGENCY SHELTER AND STAGING AGREEMENT WITH
BEAUREGARD PARISH SCHOOL BOARD FOR TEMPORARY
SHELTER AND EMERGENCY EQUIPMENT STAGING AREA AT
SINGER HIGH SCHOOL FOR HURRICANE 2024 SEASON FOR THE
CITY OF SULPHUR.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Danahay to sign Emergency Shelter and Staging Agreement with Beauregard Parish School Board for temporary shelter and emergency equipment staging area at Singer High School for Hurricane 2024 Season for the City of Sulphur.

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

APPROVED AND ADOPTED by
City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2024.

NICK NEZAT, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2024, 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 _____,
2024, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

EMERGENCY SHELTER AND STAGING AGREEMENT

The Beauregard Parish School Board will provide temporary shelter and emergency equipment staging area at Singer High School with DeRidder High School as emergency back-up for Hurricane 2023 Season (June 1, 2023 – November 30, 2023), for the City of Sulphur, Louisiana.

Terms and Conditions:

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

Contact Information:

Beauregard Parish School Board

Contact Person:	<u>Cord Ensminger</u>
Title:	<u>Assistant Superintendent</u>
Address:	<u>202 W. Third St</u>
Phone Number:	<u>(337) 463-5551</u>
Fax Number:	<u>337) 463-6735</u>
Email Address:	<u>cesminger@beau.k12.la.us</u>
Cell Number:	<u>(337)401-6285</u>

Singer High School

Contact Person:	<u>Roy Harris</u>
Title:	<u>Principal</u>
Address:	<u>153 Hwy 110 E, Singer, La. 70660</u>
Phone Number:	<u>(337) 463-5908</u>
Fax Number:	<u>(337) 463- 0199</u>
Email Address:	<u>rharris@beau.k12.la.us</u>
Cell Number:	<u>(850)(625-8847</u>

City of Sulphur

Contact Person:	<u>Larry Guillotte</u>	<u>Craig Fortenberry</u>
Title:	<u>Asst. Chief of Police</u>	<u>Major</u>
Address:	<u>500B North Huntington</u>	<u>Same</u>
Phone Number:	<u>337-527-4589/337-244-3541</u>	<u>337-527-4560</u>
Fax Number:	<u>337-527-0406</u>	<u>Same</u>
Email Address:	<u>lguillotte@sulphur.org</u>	<u>cfortenberry@sulphur.org</u>
Cell Number:	<u>337-244-3641</u>	<u>337-499-9523</u>

THIS AGREEMENT ENTERED INTO THIS 3rd DAY OF June 2024, 2023, BETWEEN
THE BEAUREGARD PARISH SCHOOL BOARD AND THE CITY OF SULPHUR, LA.

Beauregard Parish School Board By:

Cord Ensminger
Print Name: CORD ENSMINGER
Title: Asst SUPERINTENDENT

City of Sulphur, LA By:

Print Name: _____
Title: _____

RESOLUTION NO. _____, M-C SERIES

RESOLUTION AMENDING RESOLUTION NO. 3591, M-C SERIES, ADOPTED
MAY 13, 2024, WHICH AUTHORIZED THE FIRST AMENDMENT TO TIME
CONTRACT FOR THE COLLECTION OF SOLID WASTE.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Danahay to sign the First Amendment to the Time Contract for the collection of solid waste as follows:

FIRST AMENDMENT TO
TIME CONTRACT
FOR THE COLLECTION OF SOLID WASTE

This FIRST Amendment is hereby entered into by and between the City of Sulphur, Louisiana, a political subdivision and body politic organized under the laws of the State of Louisiana (hereinafter referred to as "City") and Waste Management of Louisiana, L.L.C., a Delaware limited liability company, being represented herein by Brandon Shaw, its duly authorized representative (hereinafter referred to as "Waste Management"), also referred to herein as "Contractor":

WITNESSETH, that in consideration of the terms, conditions and mutual covenants contained herein, the City of Sulphur, Louisiana and Waste Management of Louisiana, LLC agree as follows:

WHEREAS, the parties hereto entered into an agreement entitled "Time Contract for the Collection of Solid Waste," entered into pursuant to City Ordinance and effective for a five year term commencing July 1, 2019, ("the Agreement" or "Original Contract"); and

WHEREAS, the City and Waste Management desire to extend the term of the Agreement for an additional one year according to the terms of the Contract, as amended herein;

NOW, THEREFORE, the parties hereto agree that the Agreement is amended as set forth below. All terms and conditions of the Agreement not modified herein shall remain in full force and effect.

1. Term and Option to Extend. The term of the Agreement is hereby extended for an additional one-year period beginning July 1, 2024. Thereafter, ~~This Agreement shall automatically extend~~ be further extended for an additional term of four (4) years unless one party notifies the other ~~the City notifies Waste Management~~ in writing not less than ninety (90) days prior to the expiration of the ~~then~~ current term of its intention to terminate the Agreement.
2. Rates and CPI Adjustment. Effective July 1, 2024, the base rate for service shall be twenty and 14/100 dollars (\$20.14). On July 1, 2025, there shall be an inflation adjustment of 100% of the change, if any, in the Consumer Price Index for Water, Sewer, and Trash CPI, Not Seasonally Adjusted, All Areas ("WST CPI"), looking back on the most recent twelve month period available immediately preceding that date, and then adjusted in like manner

on July 1st annually thereafter. No other costs or adjustments will be made to this annual inflationary adjusted base rate.

3. In the event a separate task order is entered into for additional collection or collection routes related to a declared natural disaster with separate compensation as per the task order, all of the federally required clauses and terms referenced in the Calcasieu Parish Solid Waste Collection and Disposal Agreement with Waste Management, as amended from time to time, are hereby included herein by reference, including specially those clauses referenced in its Amendment No. 5 and referenced as amending and restating Section XI of Amendment No. 1 with related attachments, all of which are attached hereto and included herein by reference.

THUS DONE AND SIGNED this _____ day of _____, 2024, before the undersigned witnesses.

WITNESSES:

Printed Name:

Printed Name:

WASTE MANAGEMENT OF
LOUISIANA, LLC

BY: _____
BRANDON SHAW
Title: Area Vice President

THUS DONE AND SIGNED this _____ day of _____, 2024, before the undersigned witnesses.

WITNESSES:

Printed Name:

Printed Name:

CITY OF SULPHUR

BY: _____
MICHAEL E. DANAHA
MAYOR

RESOLUTION NO. _____, M-C SERIES

Resolution appointing the Official Journal for the City of Sulphur.

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

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

BE IT FURTHER RESOLVED that the effective date of selection shall be Monday, June 10, 2023, through Sunday, June 8, 2025.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2024.

NICK NEZAT, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

R.S. 43:145. Municipalities to select newspaper located within their boundaries
Municipal corporations shall select an official journal published in an office physically located within their municipal boundaries if a newspaper as defined in R.S. 43:140(3) is published therein. If no qualified newspaper is published within the municipal boundaries, a newspaper published in the parish of the municipal corporation which meets the requirements of a newspaper as defined in R.S. 43:140(3) shall be selected.

AMERICAN PRESS
P.O. BOX 2893
LAKE CHARLES, LOUISIANA 70602
337-433-3000
FAX 337-494-4008

PROPOSAL FORM

Official Journal for
City of Sulphur
2024-2025

Newspaper Bid:

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

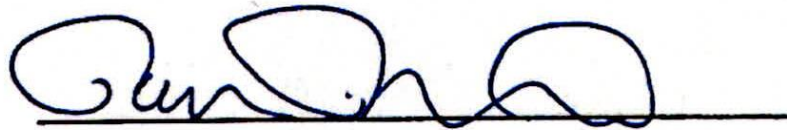
Publisher: Ron Prince

Published: 5 days per week

Cost per square per insertion date
For Legal Advertisements:

\$6.00 per square inch

Proposal Submitted by:

A handwritten signature in blue ink, appearing to read 'Ron Prince', is written over a horizontal line.

Ron Prince
President/Publisher

Proposal Submitted: May 31, 2024

RESOLUTION NO. _____, M-C SERIES

Resolution re-appointing Tommy Little to the West Calcasieu Airport Managing Board

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby re-appoint Tommy Little to the West Calcasieu Airport Managing Board with term to expire June, 2026.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2024.

NICK NEZAT, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

Resolution accepting Substantial Completion for North Water Treatment Improvement Program – Removal and Replacement of Pressure Filters.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby accept Substantial Completion for North Water Treatment Improvement Program – Removal and Replacement of Pressure Filters.

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____ 2024.

NICK NEZAT, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

MEYER & ASSOCIATES, INC.**PUNCH LIST**

PROJECT: Sulphur North Water Treatment Improvement Program - Removal &
Replacement of Pressure Filters

Date: June 3, 2024

PROJECT NO: A8-21128-DB
WP22-3

INSPECTION WAS CONDUCTED AT ABOVE PROJECT BY:

CONTRACTOR-OWNER**ENGINEER-ARCHITECT**

Contractor: The Lemoine Company, LLC-
Justin Fountain

Engineer: Wayne Harris, P.E.

Owner: City of Sulphur-
Mark Cholley
Mark LeJune
Steve Wilson
Austin Abrahams

Inspector: Garhett Fontana (Not Available)

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

Type of Inspection	Preliminary	Substantial X	Final	1 Yr. Guaranty
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NO.	ITEM	VALUE
1	Complete painting of piping per Change Order No. 3	Cost Per Change Order No. 3
2	Complete furnishing & installation of flow meters per Change Order No. 4	Cost Per Change Order No. 4
2	Complete furnishing & installation of two (2) new 10" Backwash Valves per Change Order No. 5 (just issued)	Cost Per Change Order No. 5
3	Provide for general cleanup of project site and area	\$500.00
4	Provide as-built markups drawings for actual locations of air scour blowers and air scour piping.	\$500.00
5	Complete building weatherproof flashing around filter tanks	\$2,000.00
6		
	TOTAL	\$3,000+

Distribution:

1. Project Manager
2. Contractor's Representative
3. Resident Project Representative
4. File