

AGENDA
SULPHUR CITY COUNCIL MEETING
MONDAY, JUNE 9, 2025, AT 5:30 P.M.

THERE WILL BE A REGULAR MEETING OF THE SULPHUR CITY COUNCIL
MONDAY, JUNE 9, 2025, AT 5:30 P.M., IN THE COUNCIL CHAMBERS LOCATED AT
501 WILLOW AVENUE, SULPHUR, LOUISIANA, TO DISCUSS AND ADOPT THE
FOLLOWING:

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

1. PUBLIC HEARING ordinance ratifying Cooperative Endeavor Agreement with State of Louisiana, Division of Administration for the Water Sector Program and authorizing Mayor Danahay to sign/date retroactively. ORD53-25 (Mayor Danahay)
2. PUBLIC HEARING on ordinance authorizing Mayor Mike Danahay to sign the LA DOTD Maintenance Agreement for mowing and litter pickup for FY ending June 30, 2026. ORD54-25 (Mayor Danahay)
3. PUBLIC HEARING on ordinance amending Chapter 24, Section 56 of the Code of Ordinances of the City of Sulphur – Grading Permit Fees (to reflect increase in Ordinance No. 1844 that was adopted April 10, 2023). ORD55-25 (Mayor Danahay)
4. PUBLIC HEARING on ordinance authorizing Mayor Danahay to enter into a Cooperative Endeavor Agreement with Downtown Business Association for beautification on North Huntington Street. ORD56-25 (Mayor Danahay)
5. INTRODUCTION OF ORDINANCE setting forth the property tax millage rates for tax year 2025. ORD57-25 (Mayor Danahay)
6. INTRODUCTION OF ORDINANCE authorizing Mayor Mike Danahay to enter into a Cooperative Endeavor Agreement with Calcasieu Parish Police Jury for overlaying Kim Street. ORD58-25 (Mayor Danahay)
7. INTRODUCTION OF ORDINANCE authorizing Mayor Mike Danahay to enter into a Cooperative Endeavor Agreement with the Louisiana Department of Treasury State of Louisiana to receive \$250,000 for certain projects. ORD59-25 (Mayor Danahay)
8. INTRODUCTION OF ORDINANCE authorizing Mayor Mike Danahay to enter into a Cooperative Endeavor Agreement with the Louisiana Department of Treasury State of Louisiana to receive \$200,000 for certain projects. ORD60-25 (Mayor Danahay)

9. INTRODUCTION OF ORDINANCE declaring certain surplus movable property of the City of Sulphur and providing for the disposal thereof (Wastewater Plant and Fire Dept. items). ORD61-25 (Mayor Danahay)
10. RESOLUTION granting a variance to Jimmy Wells and Sheree Tucker, 4790 Maplewood Drive, to allow them to keep the recently extended ½ brick wall and fence in city right of way. RES21-25 (Mandy Thomas)
11. RULE TO SHOW CAUSE for the condition of the following addresses:
 - a. To condemn building or structure located at 716 Landry Street, in accordance with Article IX, Section 5-286 through 5-296 of the Code of Ordinances. (Nick Nezat)
 - b. To condemn building or structure located at 1507 Briarwood Drive, 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 113 Arkansas Street, in accordance with Article IX, Section 5-286 through 5-296 of the Code of Ordinances. (Melinda Hardy)
 - d. To condemn building or structure located at 725 Pitre, in accordance with Article IX, Section 5-286 through 5-296 of the Code of Ordinances. (Dru Ellender)
 - e. To condemn building or structure located at 417 North Claiborne Street, in accordance with Article IX, Section 5-286 through 5-296 of the Code of Ordinances. (Dru Ellender)
 - f. To condemn building or structure located at 836 Urban Street, in accordance with Article IX, Section 5-286 through 5-296 of the Code of Ordinances. (Dru Ellender)
 - g. To condemn building or structure located at 606 South Crocker Street, in accordance with Article IX, Section 5-286 through 5-296 of the Code of Ordinances. (Nick Nezat)
 - h. To condemn building or structure located at 881 Boice Street, in accordance with Article IX, Section 5-286 through 5-296 of the Code of Ordinances. (Nick Nezat)

12. RULE TO SHOW CAUSE FOR DEAD OR DISEASED TREE REMOVAL on private property for the following address:
 - a. To remove dead or diseased tree located at 1507 Briarwood Drive, in accordance with Chapter 17, Article I of the Code of Ordinance. (Melinda Hardy)
 - b. To remove dead or diseased tree located at 1413 Weekly Road, in accordance with Chapter 17, Article I of the Code of Ordinance. (Melinda Hardy)
13. RECONSIDER RULE TO SHOW CAUSE for the condition of the following address:
 - a. To grant an extension on the previous condemnation for structure located at 229 Rio Hondo Street. (Mandy Thomas)
14. RESOLUTION appointing the Official Journal for the City of Sulphur. RES22-25 (Joy Abshire)
15. RESOLUTION appointing a member to the West Calcasieu Airport Managing Board. RES23-25 (Joy Abshire)
16. RESOLUTION approving liquor license for Circle A Sulphur, located at 201 North Claiborne Street. RES24-25 (Mayor Danahay)
17. RESOLUTION authorizing Mayor Mike Danahay to enter into a Right of Entry Agreement with LCM Louisiana, LLC, (Lake Charles Methanol II) to conduct various studies and surveys for Phase 1 Environmental Site Assessment for property located at 3400 Bayou D'Inde Road. RES25-25 (Mayor Danahay)
18. RESOLUTION 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 2025 season for the City of Sulphur. RES26-25 (Mayor Danahay)
19. 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 14, 2025, at 5:30 p.m. in the Council Chambers located at 501 Willow Avenue, 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 RATIFYING COOPERATIVE ENDEAVOR
AGREEMENT WITH STATE OF LOUISIANA, DIVISION OF
ADMINISTRATION FOR THE WATER SECTOR PROGRAM AND
AUTHORIZING MAYOR DANAHAHAY TO SIGN/DATE
RETROACTIVELY.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby ratify Cooperative Endeavor Agreement with State of Louisiana, Division of Administration for the Water Sector Program and authorize Mayor Danahay to sign/date retroactively.

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 _____, 2025.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2025, 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 _____,
2025, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

Cooperative Endeavor Agreement

This Cooperative Endeavor Agreement, is made and entered into on the dates indicated below by and among:

State of Louisiana, Division of Administration (DOA), acting by and through Commissioner Jay Dardenne; and

City of Sulphur, acting by and through Mike Danahay, its Mayor, (hereinafter referred to as Mayor)

Who Declare the Following:

WHEREAS, La. Const. Art VII, §14(C) provides that, "[f]or 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 United States Congress has enacted Public Law No. 117-2, known as the American Rescue Plan Act of 2021 (ARPA), which, among other things, establishes the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which provides funding for states and localities to address the economic and health consequences of the COVID-19 pandemic;

WHEREAS, while some funds were disbursed directly to local governments, ARPA also established that the United States Treasury will direct funds to the States, who are tasked with allocating and making funds available for, among other purposes, sewer and water infrastructure projects;

WHEREAS, the United States Treasury has promulgated a final rule detailing the requirements and standards for using Coronavirus State and Local Fiscal Recovery Funds at 31 CFR Part 35.

WHEREAS, by Act 410 of the 2021 Regular Legislative Session, the Louisiana Legislature allocated a portion of Louisiana's ARPA funds for the purpose of providing grants for repairs, improvements, and consolidation of community water and sewer systems, and repairs and improvements necessitated by storm water. Act 410 set forth that DOA would provide administrative support to the Water Sector Commission in making funding determinations;

WHEREAS, in accordance with Act 410 of the 2021 Regular Legislative Session, the Water Sector Commission has recommended project funding for the City of Sulphur in accordance with its application to the Water Sector Program;

WHEREAS, the City of Sulphur and DOA wish to enter into this Cooperative Endeavor Agreement in an effort to establish a contractual relationship for the purpose of funding the City of Sulphur's Water Sector Program project, so that the State may disburse funds in accordance with federal and state guidelines, as well as Act 410 of the Regular Legislative Session;

NOW THEREFORE, in consideration of the mutual covenants herein contained, DOA and the City of Sulphur hereby agree as follows:

OBLIGATIONS OF THE STATE

The Louisiana Division of Administration, through the Office of Community Development (DOA-OCD), shall transfer to the City of Sulphur the price and sum of \$4,999,999.00 Dollars for the purpose of funding the water, sewer, and/or storm water infrastructure project selected by the Water Sector Commission and approved by the Joint Legislative Committee on Budget.

Funds will be disbursed by DOA-OCD in accordance with monthly pay applications, which must be submitted by the City of Sulphur. Funds will only be disbursed by DOA-OCD upon the City of Sulphur's satisfactory completion of all documentation requirements, which are set forth below.

OBLIGATIONS OF THE CITY OF SULPHUR

The City of Sulphur will conduct the following activities:

1. Construct or cause to be constructed the water, sewer, and/or storm water infrastructure improvements approved by the Joint Legislative Committee on Budget, as reflected in the application documents.
2. Work cooperatively with DOA-OCD to prepare any necessary reports and publish information mandated by state or federal law; and
3. Produce any documentation or forms requested by DOA-OCD within the time period(s) prescribed by DOA-OCD in writing. The required documentation/forms may include, but are not limited to, the following:
 - a. Supplemental information page
 - b. Approved Financial Management Questionnaire
 - c. Approved Authorized Signature Card
 - d. Performance schedule, including benchmarks and expenditures
 - e. Final plans and specifications submitted to the Louisiana Department of Health for review
 - f. Completed rate study in conjunction with the firm assigned by DOA;
 - g. Summary of actions taken, if required by the rate study referenced in paragraph F above;
 - h. An acquisition timeline for any acquisition of real property. All acquisitions must comply with the Uniform Relocation Assistance and Real Property Acquisition Act (URA);
 - i. UEI number actively registered in sam.gov;

- j. Contractor clearance for all procurements;
 - k. Documentation verifying that matching funds are available to spend.
 - l. If the approved project involves consolidation with another water system or systems, the executed agreement between the systems that memorializes consolidation.
4. To the extent practicable, in an effort to increase efficiency, the City of Sulphur will attempt to:
- a. Utilize standard engineering practices with readily available materials and equipment; and
 - b. Efficiently procure supplies, services, and materials related to the project through the use of existing public contracts or cooperative purchasing strategies.

EFFECTIVE DATE, MODIFICATIONS AND TERM

Cooperation under this Agreement will take effect from the date last signed and will continue in effect until the agreement is amended by mutual agreement, terminated by either party, or extinguishes by operation of law after the completion of the water, sewer, and/or storm water infrastructure project.

Modifications to the scope of this CEA shall be made by mutual consent of all the parties, by issuance of a written modification, signed and dated by all parties, prior to any changes being implemented.

SEVERABILITY

This agreement sets forth the full terms of the agreement between the parties. In addition, the parties intend and believe that each provision in this CEA comports with all applicable local, state and federal laws and judicial decisions. If any section of this agreement is found to be invalid for any reason, such section shall be severed from the agreement and the remainder of the terms and conditions of this agreement shall be binding on DOA and the City of Sulphur.

PERSONNEL

For the purposes of notifications required under the provisions of this Agreement or by the effect of law, the parties shall use the following addresses, respectively, until notified in writing of changes as follows:

Traci Watts
Office of Community Development
P. O. Box 94095
Baton Rouge, LA 70804

Mike Danahay
City of Sulphur
P. O. Box 1309
Sulphur, LA 70664

TAXES

The City of Sulphur hereby agrees that the responsibility for payment of any taxes from the funds thus received under this agreement shall be the City of Sulphur's obligation and identified under Federal tax identification number 72-6001361.

TERMINATION FOR CAUSE

Either party may terminate this agreement for cause based upon the failure of the other party to comply with the terms and/or conditions of the agreement; provided that the party claiming such failure to comply shall give the non-complying party written notice specifying such failure. If within thirty (30) days after receipt of such notice, the non-complying party shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the party claiming noncompliance may, at its option, place the non-complying party in default and the agreement shall terminate on the date specified in such notice.

If, for any reason, the City of Sulphur fails to fulfill its obligation to provide documentation within the time periods prescribed by DOA-OCD, DOA shall thereupon have the right to terminate this Agreement by giving written notice to the City of Sulphur of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of said termination.

If DOA terminates this Agreement for cause as set forth herein, the City of Sulphur shall ipso facto be liable for the return of all funds transferred by DOA-OCD.

TERMINATION FOR CONVENIENCE

The State may terminate the agreement at any time by giving ninety (90) days written notice to the City of Sulphur.

REMEDIES

Any claim or controversy arising out of this agreement shall be resolved by the provisions of La. R.S. 39:1672-1674.

ACCESS TO RECORDS

The City of Sulphur shall furnish and cause each of its own subcontractors to furnish all information and reports required hereunder and will permit reasonable access to its books, records and accounts by the Division of Administration-Office of Community Development, or its agent, or other authorized officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

ASSIGNMENT

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

AUDITING CLAUSE

It is hereby agreed that the, U.S. Government Accountability Office, the United States Treasury, Legislative Auditor of the State of Louisiana, and/or the Office of Community Development, Division of Administration auditors or auditors contracted by them shall have the option of auditing all records and accounts of the City of Sulphur that relate to this agreement at any time

during normal business hours, as often as deemed reasonably necessary, to audit, examine, and make excerpts or transcripts of all relevant data. The City of Sulphur shall comply with all relevant provisions of state law pertaining to audit requirements, including La. R.S. 24:513 et seq. Any deficiencies noted in audit reports must be fully cleared by the City of Sulphur within 30 days after receipt by the City of Sulphur. Failure of the City of Sulphur to comply with the above audit requirements in material respects will constitute a violation of this contract and may result in the termination of this agreement. The City of Sulphur hereby agrees to have an annual agency audit conducted in accordance with current City of Sulphur policy concerning City of Sulphur audits and 2 CFR Part 200, Subpart F Audits.

AMENDMENTS IN WRITING

Any alteration, variation, modification, or waiver of provisions of this agreement shall be valid only when it has been reduced to writing, executed by all parties.

SECTION HEADING AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

FISCAL FUNDING CLAUSE

The continuation of this agreement is contingent upon the appropriation and availability of funds to fulfill the requirements of the agreement. If insufficient monies are appropriated to provide for the continuation of the agreement, or if such funding is reduced by government action and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. The City of Sulphur acknowledges that the funding for this Agreement is subject to congressional, legislative or executive changes such as mid-year budget reductions, which could result in a mid-year reduction of funds available pursuant to this agreement.

COMPLIANCE WITH FEDERAL AND STATE LAW

The City of Sulphur Grantee agrees to comply with 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards," as well as the Coronavirus State and Local Fiscal Recovery Funds Final Rule promulgated by the United States Treasury at 31 CFR Part 35.

The City of Sulphur agrees to comply with all civil rights laws in the performance of its obligations under this Agreement. In accordance with the foregoing, the City of Sulphur has reviewed and executed the Assurances of Compliance with Civil Rights Requirements, attached hereto as Exhibit A. Any act of unlawful discrimination committed by the City of Sulphur or its contractors, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement or other enforcement action.

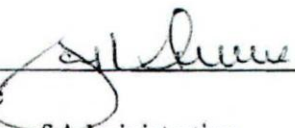
The City of Sulphur agrees to comply with all labor laws in the performance of its obligations under this Agreement. Specifically, the City of Sulphur will comply with the U.S. Treasury Guidance and Compliance Document, Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Failure to

comply with said labor laws by the City of Sulphur or its contractors shall be grounds for termination of this Agreement or other enforcement action.

No member, officer, or employee of the City of Sulphur, or agents, consultant, member of the governing body of the City of Sulphur or the locality in which the Project is situated, or other public official who exercises or has exercised any functions or responsibilities with respect to this Agreement during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project, or in any activity or benefit, which is part of this Agreement.

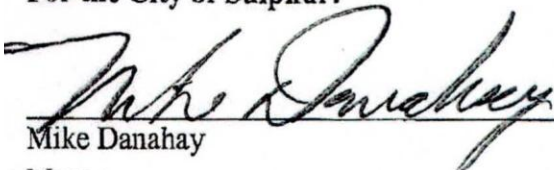
THUS DONE AND SIGNED by the Division of Administration in Baton Rouge, Louisiana, on the day, month and year affixed below.

For the Division of Administration:


Jay Dardenne
Commissioner of Administration

Date: June 1, 2022

For the City of Sulphur:


Mike Danahay
Mayor

Date: 5-27-22

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING MAYOR DANAHAHAY TO SIGN THE LA DOTD MAINTENANCE AGREEMENT FOR MOWING AND LITTER PICKUP FOR FY YEAR ENDING JUNE 30, 2026.

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, 2026.

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 _____, 2025.

, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2025, 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 _____,
2025, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

**MAINTENANCE AGREEMENT
INCLUDING MOWING AND LITTER PICKUP
CONTRACT NO. 4400002003**

FOR THE FISCAL YEAR ENDING JUNE 30, 2026

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, _____, 2025, 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, 2025**, and shall end on **June 30, 2026**, 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 _____, 2025.

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 _____, 2025.

WITNESSES:

DOTD

_____ BY: _____
JOE 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 AMENDING CHAPTER 24, SECTION 56 OF THE CODE OF
ORDINANCES OF THE CITY OF SULPHUR – GRADING PERMIT FEES.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby amend Chapter 24, Section 56 of the Code of Ordinances of the City of Sulphur to read as follows:

Sec. 24-56. Grading permit fees.

- (a) The fee for the grading permit is intended to assist the City of Sulphur in recovering some of the expenses associated with the permitting process. These costs consist primarily of administration, inspection, and enforcement activities and shall be approved and set by the city council.
- (b) The fee schedule for grading permits is as follows:

Grading/Excavation/Earthworks Projects

Areas \leq one (1) acre ~~\$50.00~~ **\$60.00**

Areas \leq one (1) acre (per each additional acre) \$25.00

- (c) When sites without a required grading permit are found to be conducting activities requiring such permit, a stop work notice will be posted on the site until the proper permit is obtained. The fee schedules for grading permits in this situation are as follows:

Grading/Excavating/Earthwork Projects

Areas \leq one (1) acre \$100.00

Areas $>$ one (1) acre \$200.00

*** Grading permit fee will not be charged if part of a construction plan review for zoning.

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

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2025.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this _____ day of _____, 2025, 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 _____, 2025, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING MAYOR DANA HAY TO ENTER INTO A
COOPERATIVE ENDEAVOR AGREEMENT WITH DOWNTOWN BUSINESS
ASSOCIATION FOR BEAUTIFICATION ON NORTH HUNTINGTON STREET.

BE IT ORDAINED by the City Council of the City of Sulphur, the governing authority thereof, that they do hereby authorize Mayor Danahay to enter into a Cooperative Endeavor Agreement with Downtown Business Association for beautification on North Huntington Street.

APPROVED AND ADOPTED by
City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2025.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2025, 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 _____,
2025, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

STATE OF LOUISIANA

PARISH OF CALCASIEU

Agreement Between:

Downtown Sulphur Business Association

&

The City of Sulphur

Be it known that on the dates subscribed personally came and appeared:

Downtown Sulphur Business Association, by its President, AARON QUINN, hereinafter referred to as “DSBA”; and

The City of Sulphur, by its Mayor, MICHAEL DANAHAAY, hereinafter referred to as “THE CITY”; each of whom after being duly sworn did depose and declare:

That they enter into this Agreement for the maintenance and beautification of Downtown Cultural District Beautification Zone at the corner of South Huntington and Napoleon Streets, (hereinafter referred to as “THE BEAUTIFICATION ZONE”), as follows:

DSBA & THE CITY agree as follows:

1. DSBA and THE CITY acknowledge that the enhancement of THE BEAUTIFICATION ZONE will be mutually beneficial.
2. THE CITY shall be responsible for the cost of maintaining and should the need arise, replacement of the landscaping, banners, flower beds, and ornamental street signage and any other structures installed as per the preapproved set of plans permitted with THE CITY in THE BEAUTIFICATION ZONE (PER ATTACHED MAP).
3. This agreement shall continue in perpetuity unless the City of Sulphur provides written notice of termination to DSBA.
4. DSBA and THE CITY agree that should at any time, THE BEAUTIFICATION ZONE, is deemed unnecessary, ineffective, cost-prohibitive, or a concern to safety, THE CITY maintains the right to remove all or any portion of THE BEAUTIFICATION ZONE, upon a 30-day notice to DSBA.

THUS DONE AND SIGNED on the ____ day of _____, 2025, 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

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 _____, 2025, in Sulphur, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

DOWNTOWN SULPHUR BUSINESS ASSOCIATION

Witness Signature

AARON QUINN, PRESIDENT

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
And Identification Number

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 2025 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 14, 2025, 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 2025 for the purpose of raising revenue:

<u>Tax Description:</u>	<u>Millage Rate(s):</u>
General Alimony (5096 001):	5.84 mills
Street Maintenance (5096 002):	5.29 mills
Fire Maintenance (5096 003):	5.29 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 2025, 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 _____ 2025.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2025, 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 _____,
2025, 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 14, 2025, at which meeting a quorum was present and voting.

Sulphur, Louisiana, this 14th day of July, 2025.

Mike Danahay; Mayor
City of Sulphur, State of Louisiana

Your Reassessment form was approved by
Jo Ann Garrison/LLA on 05/09/2024 09:50:25 AM.
(Please print this for your records.)
PRINT THIS PAGE

Code 141

Submission ID: APPP-D53SJQ0.862684061951629

Taxing District

GENERAL ALIMONY (SULPHUR) C [OP] (5096001)
Name [Purpose] (LLA Millage Number)

Current Millage Rates

5.850 Mill 2023 Millage Levied		5.850 Mill Maximum Authorized Levy
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Reassessment Values / Dollars Generated

Taxable Property Valuation 2023	\$203,535,040.00
2024 TAX ROLLS AS ADJUSTED BY REAPPRAISAL/REASSESSMENT (Previous year's roll, revalued)	\$203,751,440.00
Taxable Property Valuation after Reappraisal/Reassessment	
Taxes Levied - Taxpayer	\$1,190,679.98
Taxes Levied Maximum Authorized	\$1,190,679.98

Adjusted Millage Rates

5.840 2024 Adjusted Millage after Reappraisal/ Reassessment	or	5.840 Adjusted Maximum Millage	or	5.850 Maximum Authorized Levy (Prior Year's)
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Wendy Curphy Aguilard

ASSESSOR

PARISH OF CALCASTEU

On 05/08/2024

Your Reassessment form was approved by
Jo Ann Garrison/LLA on 05/09/2024 09:51:06 AM.
(Please print this for your records.)
PRINT THIS PAGE

Code 141

Submission ID: APPP-D53SL80.965896086060883

Taxing District

STREET MAINTENANCE [MT] (5096002)
Name [Purpose] (LLA Millage Number)

Current Millage Rates

5.300 Mill 2023 Millage Levied		5.300 Mill Maximum Authorized Levy
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Reassessment Values / Dollars Generated

Taxable Property Valuation 2023	\$203,535,040.00
2024 TAX ROLLS AS ADJUSTED BY REAPPRAISAL/REASSESSMENT (Previous year's roll, revalued)	\$203,751,440.00
Taxable Property Valuation after Reappraisal/Reassessment	
Taxes Levied - Taxpayer	\$1,078,735.71
Taxes Levied Maximum Authorized	\$1,078,735.71

Adjusted Millage Rates

5.290 2024 Adjusted Millage after Reappraisal/ Reassessment	or	5.290 Adjusted Maximum Millage	or	5.300 Maximum Authorized Levy (Prior Year's)
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Wendy Curphy Aguilard

ASSESSOR

PARISH OF CALCASTEU

On 05/08/2024

Your Reassessment form was approved by
Jo Ann Garrison/LLA on 05/09/2024 09:49:36 AM.
(Please print this for your records.)
PRINT THIS PAGE

Code 141

Submission ID: APPP-D53SFS0.557686732280461			
Taxing District FIRE MAINTENANCE [MT] (5096003) Name [Purpose] (LLA Millage Number)			
Current Millage Rates			
5.300 2023 Millage Levied		5.300 Maximum Authorized Levy	
Reassessment Values / Dollars Generated			
Taxable Property Valuation 2023		\$203,535,040.00	
2024 TAX ROLLS AS ADJUSTED BY REAPPRAISAL/REASSESSMENT		\$203,751,440.00	
(Previous year's roll, revalued)		Taxable Property Valuation after Reappraisal/Reassessment	
Taxes Levied - Taxpayer		\$1,078,735.71	
Taxes Levied Maximum Authorized		\$1,078,735.71	
Adjusted Millage Rates			
5.290 2024 Adjusted Millage after Reappraisal/Reassessment	or	5.290 Adjusted Maximum Millage	or
			5.300 Maximum Authorized Levy (Prior Year's)
Wendy Curphy Aguiard ASSESSOR PARISH OF CALCASTEU On 05/08/2024			

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING MAYOR DANA HAY TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH CALCASIEU PARISH POLICE JURY FOR THE OVERLAYING OF KIM STREET.

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

WHEREAS, the Parish and the City hereby agree to overlay approximately 2,355 feet of Kim Street; and

WHEREAS, 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.

APPROVED AND ADOPTED by
City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2025.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this _____ day of _____, 2025, 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 _____, 2025, 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 _____ 2025, 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, Dane R. Bolin, 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 providing and maintaining 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 and maintain public infrastructure for the benefit of the citizens of the PARISH; and

WHEREAS, the PARISH considers the public benefit of overlaying a portion of Kim Street 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:

1. Scope of Agreement

The PARISH and the CITY hereby agree to overlay approximately 2,355' of Kim Street (see attached Exhibit A), hereinafter referred to as "PROJECT." The PARISH shall be responsible for the overall administration and management of the PROJECT in accordance with all plans and specifications of the construction contract, including engineering, inspections, approval of invoices, etc.. The CITY shall reimburse the PARISH for the CITY's share of the construction cost based upon the percentage of the PROJECT's roadway located within the CITY limits. Where the road is adjacent to, but not within the city limits, the CITY and PARISH shall equally share the cost as provided for in Louisiana Revised Statute 33:224.

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 shall reimburse the PARISH for the CITY's share of the construction cost as defined in the scope of work above.

The construction cost for the overlay of Kim Street is currently estimated to be one hundred eighty-seven thousand six hundred fifty dollars (\$187,650.00). The CITY's reimbursement to the PARISH for Kim Street is calculated at fifty percent (50%) of the construction cost, or ninety-three thousand eight hundred twenty-five dollars (\$93,825.00) as shown in the cost share breakdown attached hereto as Exhibit B. The PARISH will issue an invoice to the CITY for its share of the cost upon completion of the project. The actual reimbursement amount to be paid by the CITY shall be based on the total actual cost incurred for the PROJECT.

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 to and signed by both parties. This agreement shall not be assignable by either party without the 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

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

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 written notice of termination. In the event of early termination, the CITY shall be responsible for payment of its share of the costs for all project activity completed up to the effective termination date. If the parties are unable to independently and satisfactorily resolve any disagreement then both parties agree that any contractual disagreement will be resolved under the jurisdiction of the 14th Judicial District Court for Calcasieu Parish, Louisiana. In the event that court action is necessary then the parties agree that whoever prevails in the litigation is entitled to reasonable attorney's fees and costs as fixed by the Court.

8. Severability, Entire Agreement and Captions

This agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. If any provision of this agreement is held invalid, void or unenforceable under any law or regulation or by a court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be so amended, it will be deemed to be deleted. Such amendment or deletion will not affect the

validity of any other provision of this agreement. This agreement, any attached documents, and any referenced documents represent the entire agreement between the PARISH and the CITY and supersede all prior negotiations, representations or agreements, either written or oral. In the event of a conflict between this agreement and other documents, the terms of this agreement shall control.

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

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.

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. Dane R. Bolin, 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 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.

THUS DONE AND SIGNED on the ____ day of _____ 2025, 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: _____
DANE R. BOLIN, 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 _____ 2025, 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

The figure is an aerial photograph with overlaid street layout information. A thick black line represents the proposed street, labeled 'KIM ST (1 OF 2)'. A dimension line indicates a width of '20.00'' for this section. The text 'LIMITS OF OVERLAY' is written near the street. Several other streets are labeled: 'Shaw St' at the top, 'Dora St' below it, 'Tara St' further down, and 'Abbey St' at the bottom. The map shows a residential area with houses and trees. A north arrow is in the top right corner.

EXHIBIT B

CPPJ & CITY OF SULPHUR OVERLAY COST SHARE - 24-104-0456							
Kim Street (Sara Street - US 90)							
Item Number	Item Description			Quantity	Unit	Cost	
401-03-00100	AGGREGATE SURFACE COURSE (CRUSHED CONCRETE NOT ALLOWED)			90.500	TON	\$12,670.00	
502-01-00100	ASPHALT CONCRETE			617.000	TON	\$74,040.00	
502-01-00101	ASPHALT CONCRETE (ATB SHOULDERS)			188.000	TON	\$20,680.00	
509-01-00150	MILLING ASPHALT PAVEMENT (1.5" AVG) (CONTRACTOR MAY RETAIN MATERIAL)			1333.000	SQYD	\$13,330.00	
510-04-00100	PAVEMENT PATCHING (12" MINIMUM THICKNESS)			276.000	TON	\$33,120.00	
713-01-00100	TEMPORARY SIGNS AND BARRICADES			1.000	LUMP SUM	\$1,200.00	
713-02-00600	TEMPORARY PAVEMENT MARKINGS			1.000	LUMP SUM	\$1,260.00	
713-03-02001	TEMPORARY PAVEMENT MARKINGS (BROKEN LINE) (4" WIDTH) (10' LENGTH) (YELLOW)			0.450	MILE	\$450.00	
713-04-01001	TEMPORARY PAVEMENT MARKINGS (SOLID LINE) (4" WIDTH) (YELLOW)			0.276	MILE	\$345.80	
713-04-02002	TEMPORARY PAVEMENT MARKINGS (SOLID LINE) (6" WIDTH) (WHITE)			0.851	MILE	\$1,260.00	
727-01-00100	MOBILIZATION			1.000	LUMP SUM	\$8,000.00	
732-02-02001	PLASTIC PAVEMENT STRIPING (SOLID LINE) (4" WIDTH) (THERMOPLASTIC 90 MIL) (EXTRUDED) (YELLOW)			0.276	MILE	\$4,590.20	
732-02-02022	PLASTIC PAVEMENT STRIPING (SOLID LINE) (6" WIDTH) (THERMOPLASTIC 90 MIL) (EXTRUDED) (WHITE)			0.851	MILE	\$13,331.50	
732-03-02001	PLASTIC PAVEMENT STRIPING (BROKEN LINE) (4" WIDTH) (THERMOPLASTIC 90 MIL) (EXTRUDED) (YELLOW)			0.450	MILE	\$2,972.50	
CPS-01-00100	PRECONSTRUCTION VIDEO (USB FLASH DRIVE FORMAT ONLY)			1.000	LUMP SUM	\$400.00	
Totals	COS	50%	\$ 93,825.00	CPPJ	50%	\$ 93,825.00	\$ 187,650.00

As of : 4/11/2025

ORDINANCE NO. _____, M-C SERIES

ORDINANCE ENTERING INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE LOUISIANA DEPARTMENT OF TREASURY STATE OF LOUISIANA TO REPLACE PUMPS AT THE NORTH WATER TREATMENT FACILITY.

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

WHEREAS, Acts of the 2024 Regular Legislative Session of the Louisiana Legislature, which were adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said Act 776 of the 2024 RLS contains a line item appropriation within the Agency’s budget for the benefit of City of Sulphur of which the sum of two hundred fifty thousand and 00/100 (\$250,000.00) dollars has been allocated for this program/project, as set forth in the Attachment A Plan, which is attached to this Agreement and made a part hereof; and

WHEREAS, the public purpose is described as: Replace pumps at the North Water Treatment Facility to improve water plant operations and extend the operational lifespan of the water treatment facility.

APPROVED AND ADOPTED by
City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2025.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this _____ day of _____, 2025, 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 _____, 2025, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

STATE OF LOUISIANA
COOPERATIVE ENDEAVOR AGREEMENT
(Line Item Appropriation)

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

ARTICLE I

WITNESSETH:

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

1.2 WHEREAS, Acts of the 2024 Regular Legislative Session of the Louisiana Legislature, which were adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said **Act 776** of the 2024 RLS contains a line item appropriation within the Agency's budget for the benefit of **City of Sulphur** of which the sum of **TWO HUNDRED FIFTY THOUSAND AND 00/100 (\$250,000.00) DOLLARS** has been allocated for this program/project, as set forth in the Attachment A Plan, which is attached to this Agreement and made a part hereof;

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

1.4 WHEREAS, the public purpose is described as: replace pumps at the North Water Treatment Facility to improve water plant operations and extend the operational lifespan of the water treatment facility.

1.5 WHEREAS, the Contracting Party has provided all required information in accordance with said Act of the 2024 Regular Legislative Session, if applicable and the Governor's Executive Order JML 2024-113 on accountability for line item appropriations; and is attached to this agreement and made part hereof by reference as "Attachment E".

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

ARTICLE II

SCOPE OF SERVICES

2.1 The Contracting Party shall: replace pumps at North Water Treatment Facility

2.2 Deliverables: To extend the operational lifespan of the water treatment facility.

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

2.3 Budget: The **Budget** for this project is incorporated herein as **Attachment B** which is attached hereto and made a part hereof by reference and shows all anticipated revenues and expenditures provided by this cooperative endeavor. The **Budget** for this project shall not exceed the total sum of **TWO HUNDRED FIFTY THOUSAND AND 00/100 (\$250,000.00) DOLLARS** which sum shall be inclusive of all costs or expenses to be paid by the State in connection with the services to be provided under this agreement. This is the total sum that has been appropriated by the State for this program/project. No state funds shall be paid for any one phase of this Agreement that exceeds the **Budget** attached as "Attachment B", without the **prior** approval of the State. **Attachment B Page 2 - Staffing Chart** and **Attachment B Page 3 - Schedule of Professional and Other Contracting Services** are also attached hereto and made a part hereof by reference, and shall be fully completed by the Contracting Party for attachment to and inclusion as a part of this Agreement.

2.4 Disclosure and Certification Statement(s): **Attachment E - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of the Contracting Party. Additionally, the Contracting Party shall attach to this **Attachment E**, where applicable, the following: a) a copy of the board resolution authorizing execution of this Agreement on behalf of the Contracting Party, or other written authorization for such execution that may be appropriate, as the case may be; and, b) a copy of a Certificate of "Good Standing" from the Secretary of State. Additionally, as to all sub-contracting, sub-recipient parties shown and identified in **Attachment B Page 3** and any attachments thereto, **Attachment E-1 - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of each such sub-contracting, sub-recipient party, and shall have attached thereto, where applicable, the same attachments required for the Contracting Party in a) and b) of this paragraph. For public or quasi-public entities which are recipients under Acts of the 2024 Regular Legislative Session and which are not budget units of the State, no funds shall be transferred unless said Contracting Party submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated use of the appropriation, an estimate of the duration of the project and a plan showing specific goal and objectives for the use of such funds, including measures of performance. This requirement will be met by Department of Treasury's submission of the approved budget (Attachment A and Attachment B) to the Legislative Auditor. The Contracting Party shall provide written reports every quarter to the

funding agency concerning the use of the funds and the specific goals and objectives for the use thereof.

2.5 The recipient assures that elected officials or their family members will not receive (directly or indirectly) any part of the funds awarded through this appropriation. State law defines “immediate family” as the term related to a public servant to mean children, the spouses of children, brothers and their spouses, sisters and their spouses, parents, spouse and the parents of a spouse. See R.S. 42:1101 et seq.

ARTICLE III **CONTRACT MONITOR**

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

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

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

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

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

ARTICLE IV
PAYMENT TERMS

4.1 Payment shall be made to the Contracting Party under the terms and conditions of one of the following plans:

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

☐ **PLAN B:** One initial payment limited to no more than 50% of the total line item appropriation shall be made to the Contracting Party in advance of services being performed **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan), and the Cooperative Endeavor Agreement is approved by the Office of State Procurement or other delegated authority. Provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, another 25% advance payment will be made. Provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State for the 25% advance, the remaining 25% advance payment will be made. Payments to the Contracting Party shall be made by the State after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated.

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

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

4.3 Payments by the State under this Agreement will be allowed only for expenditures occurring between and including the dates of July 1, 2024 and June 30, 2025, and this project and all of the Contracting Party's services shall be completed by that date. Payment is contingent upon the availability of sufficient collection of state sales tax revenues credited to the appropriate Fund and upon the approval

of this Agreement by the Office of State Procurement or other delegated authority. Notwithstanding any provision hereof to the contrary, the Attachment C-Progress Report and Attachment D-Cost Report for any reporting period ending June 30, 2025, MUST, under all circumstances, be received by the Agency no later than July 15, 2025, in order for the Contracting Party to receive payment for reimbursement of expenses incurred and set forth herein.

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

4.4 The Contract Monitor shall monitor disbursements on a monthly basis. Under circumstances such that the recipient entity has not demonstrated substantial progress towards goals and objectives, based on established measures of performance, further disbursements shall be discontinued until substantial progress is demonstrated or the entity has justified, to the satisfaction of the Agency, reasons for the lack of progress. If the Agency determines that the recipient failed to use the Line Item Appropriation within the estimated duration of the project or failed to reasonably achieve its specific goals and objectives, without sufficient justification, the Agency shall demand that any unexpended funds be returned to the state treasury within 45 days of the demand unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. Likewise, if the Contracting Party defaults on the Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana it shall be required to repay the State within 45 days of the demand, unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. For public or quasi-public entities which are recipients under said Act of the 2024 Regular Legislative Session, the transferring Agency shall forward to the Legislative Auditor, the Division of Administration and the Joint Legislative Committee on the Budget a report showing specific data regarding compliance with this Section and collection of any unexpended funds. This report shall be submitted not later than May 1, 2025.

If the Contracting Party defaults on the agreement, breaches the terms of the agreement, or ceases to do business in Louisiana and does not return unexpended funds upon demand, the agreement shall be turned over to the Louisiana Department of Revenue, Office of Debt Recovery for collection purposes.

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

ARTICLE V
TERMINATION FOR CAUSE

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

ARTICLE VI
TERMINATION FOR CONVENIENCE

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

ARTICLE VII
OWNERSHIP

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

ARTICLE VIII
ASSIGNMENT

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

ARTICLE IX

FINANCIAL DISCLOSURE

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

ARTICLE X

AUDITOR'S CLAUSE

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

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

ARTICLE XI

AMENDMENTS IN WRITING

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

ARTICLE XII

FISCAL FUNDING CLAUSE

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

ARTICLE XIII
TERM OF CONTRACT

13.1 This Agreement shall begin on July 1, 2024 and shall terminate on June 30, 2025. Every effort should be made to complete the objectives of the agreement and incur approved expenses by June 30, 2025. There is no extension of the June 30, 2025 deadline without legislative action and approval.

ARTICLE XIV
DISCRIMINATION CLAUSE

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

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the ____ day of _____, 20____

WITNESSES: **DEPARTMENT OF THE TREASURY**
STATE OF LOUISIANA

Agency Head or designee

Print Name and Title

THUS DONE AND SIGNED AT , Louisiana on the day, of , 20 .

WITNESSES: **Contracting Party**

Authorized Person

Print Name and Title

ATTACHMENT A - PLAN 2024 Regular Legislative Session Schedule 20	NAME OF CONTRACTING PARTY: City of Sulphur
	NAME AND BRIEF NARRATIVE OF PROGRAM: Water Pumps
Program Goals, Objectives, Expected Outcomes/Results Activities and Related Performance Measures (Duplicate pages as needed for each goal identified). <u>What are the goals, objective(s), expected outcomes/results for this program:</u> Indicate the goals/objectives for this program. Indicate the expected outcomes/results for each goal. Explain how each goal, objective, outcome/result is measured. Identify activities that will be implemented to achieve expected outcomes, the person(s) responsible for implementing the activity, and the expected completion date.	
1. Program Goal (<i>Goals are the intended broad, long-term results. Goals are clear statements of the general end purposes toward which efforts are directed.</i>) Replace pumps at the North Water Treatment Facility to improve water plant operations and extend the operational lifespan of the water treatment facility.	
2. Program Objective(s) (<i>Objectives are intermediate outcomes--specific, measurable steps towards accomplishing the goal, that identify the expected outcomes and results. The program objective must include a percentage, a specific dollar amount or a number.</i>) 1. Spend \$250,000 to replace the pumps at the North Water Treatment Facility by June 30, 2025	
3. Relevant Activity (Activities) (<i>An activity is a distinct subset of functions or services within a program to meet the Program Objective.</i>) Replace pumps at the water treatment facility	
4. Performance Measure(s) (<i>Measure the amount of products or services provided or number of customers served. Specific quantifiable measures of progress, results actually achieved and assess program impact and effectiveness. A Performance Measure must be designated as a percentage, a specific dollar amount or a number.</i>) 1. Amount spent to replace pumps	

ATTACHMENT B-SUPPLEMENT

Business Plan

Narrative Justification for Plan B or Plan C

2024 Regular Legislative Session

Schedule 20

City of Sulphur

N/A

ATTACHMENT C

Progress Report for the Period of _____ to _____

Act 776 of the 2024 RLS

Schedule 20

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

Name of Contracting Party: City of Sulphur

Contact Name: Lacie Bonin

Telephone: 337-527-4500

Goal: Replace pumps at the North Water Treatment Facility to improve water plant operations and extend the operational lifespan of the water treatment facility.	
Objective(s): 1. Spend \$250,000 to replace the pumps at the North Water Treatment Facility by June 30, 2025	
Activity(Activities) Performed: Replace pumps at the water treatment facility	
Performance Measure(s): 1. Amount spent to replace pumps	%, \$ amt. or number complete 1.

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

Signature of Authorized Person

Print Name and Title

Date

ATTACHMENT B

Page 1

PROJECT BUDGET (2024-2025)

ACT 776 of the 2024 Regular Legislative Session

City of Sulphur

Water Pumps

Anticipated Income or Revenue

Sources: (list all sources of revenue)

1 State Appropriation	250,000.00
2	-
3	-
Total all sources	250,000.00

Anticipated Expenses

Expense Categories	Total Amount (see Footnote 1 below)	Amount Line Item Appropriation (see Footnote 2 below)
Gross Salaries(See Attachment B, Page 2)		
Related Benefits (Employer share)		
Travel		
Operating Services:		
Advertising		
Printing		
Insurance		
Maintenance of Equipment		
Maintenance of Office and Grounds		
Rentals		
Software licensing		
Dues and Subscriptions		
Telephones and Internet Service		
Postage		
Utilities		
Other		
Office Supplies		
Professional & Contract Services		
(See Attachment B, Page 3)		
Other Charges (See Attachment B, Page 4)		
Acquisitions & Major Repairs	250,000.00	250,000.00
Total Use of the Appropriation	250,000.00	250,000.00

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

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

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

ORDINANCE NO. _____, M-C SERIES

ORDINANCE ENTERING INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE LOUISIANA DEPARTMENT OF TREASURY STATE OF LOUISIANA TO REPAIR AND REPLACE FIRE HYDRANTS AND COMPLETE IMPROVEMENTS TO THE SENIOR CENTER.

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

WHEREAS, Acts of the 2024 Regular Legislative Session of the Louisiana Legislature, which were adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said Act 776 of the 2024 RLS contains a line item appropriation within the Agency’s budget for the benefit of City of Sulphur of which the sum of two hundred thousand and 00/100 (\$200,000.00) dollars has been allocated for this program/project, as set forth in the Attachment A Plan, which is attached to this Agreement and made a part hereof; and

WHEREAS, the public purpose is described as: Repair and replace fire hydrants for the purpose of fire safety and suppression in the event of a fire. Additionally, complete improvements to the Senior Center, which operates to provide community outreach services to the senior citizen population within the City of Sulphur.

APPROVED AND ADOPTED by
City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2025.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this _____ day of _____, 2025, 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 _____, 2025, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

STATE OF LOUISIANA
COOPERATIVE ENDEAVOR AGREEMENT
(Line Item Appropriation)

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

ARTICLE I

WITNESSETH:

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

1.2 WHEREAS, Acts of the 2024 Regular Legislative Session of the Louisiana Legislature, which were adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said **Act 776** of the 2024 RLS contains a line item appropriation within the Agency's budget for the benefit of **City of Sulphur** of which the sum of **TWO HUNDRED THOUSAND AND 00/100 (\$200,000.00) DOLLARS** has been allocated for this program/project, as set forth in the Attachment A Plan, which is attached to this Agreement and made a part hereof;

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

1.4 WHEREAS, the public purpose is described as: repair and replace fire hydrants for the purpose of fire safety and suppression in the event of a fire. Additionally, complete improvements to the Senior Center, which operates to provide community outreach services to the senior citizen population within the City of Sulphur.

1.5 WHEREAS, the Contracting Party has provided all required information in accordance with said Act of the 2024 Regular Legislative Session, if applicable and the Governor's Executive Order JML 2024-113 on accountability for line item appropriations; and is attached to this agreement and made part hereof by reference as "Attachment E".

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

ARTICLE II

SCOPE OF SERVICES

2.1 The Contracting Party shall: repair and replace fire hydrants. Additionally, improve the Senior Citizen Center.

2.2 Deliverables: fire hydrants shall be maintained at a level deemed necessary to ensure operational efficacy for fire safety purposes within the City of Sulphur. With respect to the Senior Citizen Center, the actual services to be provided shall include, but not be limited to, bill payment assistance, provision of meals, and organized activities for the benefit of Sulphur's senior citizens

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

2.3 Budget: The **Budget** for this project is incorporated herein as **Attachment B** which is attached hereto and made a part hereof by reference and shows all anticipated revenues and expenditures provided by this cooperative endeavor. The **Budget** for this project shall not exceed the total sum of **TWO HUNDRED THOUSAND AND 00/100 (\$200,000.00) DOLLARS** which sum shall be inclusive of all costs or expenses to be paid by the State in connection with the services to be provided under this agreement. This is the total sum that has been appropriated by the State for this program/project. No state funds shall be paid for any one phase of this Agreement that exceeds the **Budget** attached as "Attachment B", without the **prior** approval of the State. **Attachment B Page 2 - Staffing Chart and Attachment B Page 3 - Schedule of Professional and Other Contracting Services** are also attached hereto and made a part hereof by reference, and shall be fully completed by the Contracting Party for attachment to and inclusion as a part of this Agreement.

2.4 Disclosure and Certification Statement(s): **Attachment E - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of the Contracting Party. Additionally, the Contracting Party shall attach to this **Attachment E**, where applicable, the following: a) a copy of the board resolution authorizing execution of this Agreement on behalf of the Contracting Party, or other written authorization for such execution that may be appropriate, as the case may be; and, b) a copy of a Certificate of "Good Standing" from the Secretary of State. Additionally, as to all sub-contracting, sub-recipient parties shown and identified in **Attachment B Page 3** and any attachments thereto, **Attachment E-1 - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of each such sub-contracting, sub-recipient party, and shall have attached thereto, where applicable, the same attachments required for the Contracting Party in a) and b) of this paragraph. For public or quasi-public entities which are recipients under Acts of the 2024 Regular Legislative Session and which are not budget units of the State, no funds shall be transferred unless said Contracting Party submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all

anticipated use of the appropriation, an estimate of the duration of the project and a plan showing specific goal and objectives for the use of such funds, including measures of performance. This requirement will be met by Department of Treasury's submission of the approved budget (Attachment A and Attachment B) to the Legislative Auditor. The Contracting Party shall provide written reports every quarter to the funding agency concerning the use of the funds and the specific goals and objectives for the use thereof.

2.5 The recipient assures that elected officials or their family members will not receive (directly or indirectly) any part of the funds awarded through this appropriation. State law defines "immediate family" as the term related to a public servant to mean children, the spouses of children, brothers and their spouses, sisters and their spouses, parents, spouse and the parents of a spouse. See R.S. 42:1101 et seq.

ARTICLE III **CONTRACT MONITOR**

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

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

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

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

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

ARTICLE IV
PAYMENT TERMS

4.1 Payment shall be made to the Contracting Party under the terms and conditions of one of the following plans:

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

☐ **PLAN B:** One initial payment limited to no more than 50% of the total line item appropriation shall be made to the Contracting Party in advance of services being performed **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan), and the Cooperative Endeavor Agreement is approved by the Office of State Procurement or other delegated authority. Provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, another 25% advance payment will be made. Provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State for the 25% advance, the remaining 25% advance payment will be made. Payments to the Contracting Party shall be made by the State after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated.

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

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

4.3 Payments by the State under this Agreement will be allowed only for expenditures occurring between and including the dates of July 1, 2024 and June 30, 2025, and this project and all of the Contracting Party's services shall be completed by that date. Payment is contingent upon the availability of sufficient collection of state sales tax revenues credited to the appropriate Fund and upon the approval

of this Agreement by the Office of State Procurement or other delegated authority. Notwithstanding any provision hereof to the contrary, the Attachment C-Progress Report and Attachment D-Cost Report for any reporting period ending June 30, 2025, MUST, under all circumstances, be received by the Agency no later than July 15, 2025, in order for the Contracting Party to receive payment for reimbursement of expenses incurred and set forth herein.

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

4.4 The Contract Monitor shall monitor disbursements on a monthly basis. Under circumstances such that the recipient entity has not demonstrated substantial progress towards goals and objectives, based on established measures of performance, further disbursements shall be discontinued until substantial progress is demonstrated or the entity has justified, to the satisfaction of the Agency, reasons for the lack of progress. If the Agency determines that the recipient failed to use the Line Item Appropriation within the estimated duration of the project or failed to reasonably achieve its specific goals and objectives, without sufficient justification, the Agency shall demand that any unexpended funds be returned to the state treasury within 45 days of the demand unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. Likewise, if the Contracting Party defaults on the Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana it shall be required to repay the State within 45 days of the demand, unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. For public or quasi-public entities which are recipients under said Act of the 2024 Regular Legislative Session, the transferring Agency shall forward to the Legislative Auditor, the Division of Administration and the Joint Legislative Committee on the Budget a report showing specific data regarding compliance with this Section and collection of any unexpended funds. This report shall be submitted not later than May 1, 2025.

If the Contracting Party defaults on the agreement, breaches the terms of the agreement, or ceases to do business in Louisiana and does not return unexpended funds upon demand, the agreement shall be turned over to the Louisiana Department of Revenue, Office of Debt Recovery for collection purposes.

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

ARTICLE V
TERMINATION FOR CAUSE

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

ARTICLE VI
TERMINATION FOR CONVENIENCE

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

ARTICLE VII
OWNERSHIP

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

ARTICLE VIII
ASSIGNMENT

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

ARTICLE IX

FINANCIAL DISCLOSURE

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

ARTICLE X

AUDITOR'S CLAUSE

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

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

ARTICLE XI

AMENDMENTS IN WRITING

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

ARTICLE XII

FISCAL FUNDING CLAUSE

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

ARTICLE XIII
TERM OF CONTRACT

13.1 This Agreement shall begin on July 1, 2024 and shall terminate on June 30, 2025. Every effort should be made to complete the objectives of the agreement and incur approved expenses by June 30, 2025. There is no extension of the June 30, 2025 deadline without legislative action and approval.

ARTICLE XIV
DISCRIMINATION CLAUSE

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

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the ____ day of _____, 20____

WITNESSES:

DEPARTMENT OF THE TREASURY
STATE OF LOUISIANA

Agency Head or designee

Print Name and Title

THUS DONE AND SIGNED AT , Louisiana on the day, of , 20 .

WITNESSES:

Contracting Party

Authorized Person

Print Name and Title

<div>ATTACHMENT A - PLAN</div> <div>2024 Regular Legislative Session Schedule 20</div>	NAME OF CONTRACTING PARTY: City of Sulphur
	NAME AND BRIEF NARRATIVE OF PROGRAM: Hydrants and Senior Center
<div>Program Goals, Objectives, Expected Outcomes/Results Activities and Related Performance Measures (Duplicate pages as needed for each goal identified). What are the goals, objective(s), expected outcomes/results for this program? Indicate the goals/objectives for this program. Indicate the expected outcomes/results for each goal. Explain how each goal, objective, outcome/result is measured. Identify activities that will be implemented to achieve expected outcomes, the person(s) responsible for implementing the activity, and the expected completion date.</div>	
<div>1. Program Goal (Goals are the intended broad, long-term results. Goals are clear statements of the general end purposes toward which efforts are directed.)</div> <div>Repair and replace fire hydrants for the purpose of fire safety and suppression in the event of a fire. Additionally, complete improvements to the Senior Center, which operates to provide community outreach services to the senior citizen population within the City of Sulphur.</div>	
<div>2. Program Objective(s) (Objectives are intermediate outcomes--specific, measurable steps towards accomplishing the goal, that identify the expected outcomes and results. The program objective must include a percentage, a specific dollar amount or a number.)</div> <div>1. Spend approximately \$150,000 to repair and replace fire hydrants by June 30, 2025 2. Spend approximately \$50,000 to complete improvements to the Senior Center by June 30, 2025</div>	
<div>3. Relevant Activity (Activities) (An activity is a distinct subset of functions or services within a program to meet the Program Objective.)</div> <div>Fire hydrants shall be maintained at a level deemed necessary to ensure operational efficacy for fire safety purposes within the City of Sulphur. With respect to the Senior Citizen Center, the actual services to be provided shall include, but not be limited to, bill payment assistance, provision of meals, and organized activities for the benefit of Sulphur's senior citizens</div>	
<div>4. Performance Measure(s) (Measure the amount of products or services provided or number of customers served. Specific quantifiable measures of progress, results actually achieved and assess program impact and effectiveness. A Performance Measure must be designated as a percentage, a specific dollar amount or a number.)</div> <div>1. Amount spent to repair and replace fire hydrants 2. Amount spent to complete improvement to the Senior Center</div>	

ATTACHMENT B-SUPPLEMENT

Business Plan

Narrative Justification for Plan B or Plan C
2024 Regular Legislative Session

Schedule 20

City of Sulphur

N/A

ATTACHMENT C

Progress Report for the Period of _____ to _____
Act 776 of the 2024 RLS Schedule 20
(To be submitted quarterly showing progress achieved. Duplicate pages as needed.)

Name of Contracting Party: City of Sulphur

Contact Name: Lacie Bonin

Telephone: 337-527-4500

Goal: Repair and replace fire hydrants for the purpose of fire safety and suppression in the event of a fire. Additionally, complete improvements to the Senior Center, which operates to provide community outreach services to the senior citizen population within the City of Sulphur.	
Objective(s): 1. Spend approximately \$150,000 to repair and replace fire hydrants by June 30, 2025 2. Spend approximately \$50,000 to complete improvements to the Senior Center by June 30, 2025	
Activity(Activities) Performed: Fire hydrants shall be maintained at a level deemed necessary to ensure operational efficacy for fire safety purposes within the City of Sulphur. With respect to the Senior Citizen Center, the actual services to be provided shall include, but not be limited to, bill payment assistance, provision of meals, and organized activities for the benefit of Sulphur's senior citizens	
Performance Measure(s): 1. Amount spent to repair and replace fire hydrants 2. Amount spent to complete improvement to the Senior Center	%, \$ amt. or number complete 1. 2.

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

Signature of Authorized Person

Print Name and Title

Date

ATTACHMENT B

Page 1

PROJECT BUDGET (2024-2025)

ACT 776 of the 2024 Regular Legislative Session

City of Sulphur

Hydrants and Senior Center

Anticipated Income or Revenue

Sources: (list all sources of revenue)

1 State Appropriation	200,000.00
2	-
3	-
Total all sources	200,000.00

Anticipated Expenses

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

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

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

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

ORDINANCE NO. _____, M-C SERIES

AN ORDINANCE DECLARING CERTAIN SURPLUS MOVABLE PROPERTY
OF THE CITY OF SULPHUR AND PROVIDING FOR THE DISPOSAL THEREOF FOR
WASTEWATER PLANT AND FIRE DEPARTMENT ITEMS.

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:

[illegible]

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
_____, 2025.

NICK NEZAT, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this _____ day of _____, 2025, at _____ o'clock _____ .m.

I HEREBY CERTIFY that I have received
from the Mayor at _____ o'clock ____ .m.
on this _____ day of _____,
2025, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ARLENE BLANCHARD, Clerk

RESOLUTION GRANTING A VARIANCE TO JIMMY WELLS AND SHEREE TUCKER, 4790 MAPLEWOOD DRIVE, TO ALLOW THEM TO KEEP THE RECENTLY EXTENDED 1/2 BRICK WALL AND FENCE IN CITY RIGHT OF WAY.

WHEREAS, in accordance with Chapter 17-21 (a) of the Code of Ordinances of the City of Sulphur, Louisiana, the following shall apply:

17-21 (a)

No permanent structure or improvement shall be constructed within five (5) feet of a utility easement (in favor of the city) or within ten (10) feet of a city-owned utility or within any recorded construction easement (in favor of the city), whichever is more restrictive. Structures shall include, but not be limited to, fences, decks, landscaping, accessory buildings, permanently installed recreational or entertainment facilities and other such features which may obstruct access to and maintenance of the utility. City shall have the right to remove any structure or improvement which encroaches within these limits. Cost of restoration or replacement of that structure shall be borne by the property owner. City shall not be liable for damages associated with removing or relocating said structure.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby grant a variance to Jimmy Wells and Sheree Tucker, 4790 Maplewood Drive, to allow them to keep the recently extended 1/2 brick wall and fence in city right of way for the following described property:

LOT K BLK 11 MAPLEWOOD PARTITION

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 Jimmy Wells and Sheree Tucker, 4790 Maplewood Drive, to allow them to keep the recently extended 1/2 brick wall and fence in city right of way

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this _____day
of _____, 2025.

JOY ABSHIRE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk





02/24/2025 15:46







NOTICE

STOP WORK ORDER (Section 5 of the Code of Ordinances)

IT SHALL BE UNLAWFUL FOR ANY PERSON TO REMOVE THIS NOTICE WITHOUT WRITTEN PERMISSION OF THE UNDERSIGNED INSPECTOR. THE WORK ON THIS BUILDING, STRUCTURE, OR PROJECT IS BEING DONE IN VIOLATION OF THE

CODE AND ORDINANCES OF THE CITY OF SULPHUR.

THIS CODE AND THE ORDINANCES PROHIBIT SUCH WORK BEING PERFORMED AND PROVIDE FOR A FINE AND/OR IMPRISONMENT IF WORK IS NOT STOPPED IMMEDIATELY. FOR INFORMATION AND CONDITIONS UPON WHICH THIS WORK MAY BE RESUMED, CALL THE INSPECTOR WHOSE NAME APPEARS BELOW AT 337-8095.

BY ORDER OF

City of Sulphur, Oklahoma
Inspector

02/24/2025 15:46

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 Tuesday, June 10, 2025, through Monday, June 8, 2026.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2025.

JOY ABSHIRE, 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
2025-2026

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:


Ron Prince
President/Publisher

Proposal Submitted: May 29, 2025

RESOLUTION NO. _____, M-C SERIES

Resolution reappointing Theodore Thompson to the West Calcasieu Airport Managing Board.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby reappoint Theodore Thompson to the West Calcasieu Airport Managing Board with term to expire June, 2027.

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this ____ day of
_____, 2025.

JOY ABSHIRE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

RESOLUTION APPROVING LIQUOR LICENSE FOR CIRCLE A SULPHUR
LOCATED AT 201 NORTH CLAIBORNE STREET.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby approve liquor license for Circle A Sulphur located at 201 North Claiborne Street.

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this _____, day of
_____, 2025.

JOY ABSHIRE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk



LIQUOR LICENSE APPLICATION APPROVAL SHEET

The following applicant is applying to the City of Sulphur for a permit to sell beverages of alcohol content at a retail.

Business Name: CIRCLE A SULPHUR

Owner: PECHS LLC / AHSAN RIAZ

Business Location: 201 N CLAIBORNE ST SULPHUR, LA 70663

Date of Application: MAY 22, 2025

Class: ☐ A ☒ B Content: ☒ High ☐ Low

Applicant has provided all required documentation to the City of Sulphur Licensing Department.

City of Sulphur Issuance Agent: [Signature]

Director of Finance: [Signature]

☒ Recommend ☐ Deny

City Council Approval: ☐ ACCEPTED ☐ DENIED

Council Representative Signature _____

Date: _____

Special Comments: _____



Denise Fontenot, Director of Municipal Services

City of Sulphur
Occupational License
P O Box 1309
Sulphur, LA 70664
Phone: 337-527-4517
license@sulphur.org



Mike Danahay, Mayor

CITY OF SULPHUR

MAY 22 2025

BY: [Signature]

City of Sulphur
Liquor License Application

Name of Business: CIRCLE A SULPHUR
Location of Business: 201 N CLAIBORNE ST, SULPHUR, LA 70663
Legal Name of Owner: PECHS LLC
Home/Corp Address: 201 N CLAIBORNE ST, SULPHUR, LA 70663
Mailing Address: 7537 TAMMY LANE
Application is for: ☐ CLASS "A" ☒ CLASS "B"
Content: ☐ HIGH ☐ LOW ☒ HIGH & LOW
Sole Proprietor: ☒ Partnership ☐ Corp/LLC
Has a homeowner petition been signed by residents? ☒ YES ☐ NO
Have you applied for a state license? ☒ YES ☐ NO
Are you the owner of the premises to be licensed? ☐ YES ☒ NO
If NO, do you hold a bona Fide Lease? ☒ YES ☐ NO
Owner's name and address of the premises HA PECHS LLC - Same as above
Is the business to be conducted wholly by you or by more than one representative? NO
Federal Tax #: 39-2104155 La. State Tax #: 2773021-001

SULPHUR ORDINANCE

Sec. 3-28. - Location—Affecting issuance.

(b) No permit required by this division shall be granted for any premises situated within three hundred (300) feet or less, of a public playground or of a building used exclusively as a church or synagogue, public library, or school, or full-time day care center except a school for business education conducted as a business college or school. This distance shall be measured as a person walk, using the sidewalk, from the nearest point of the property line of the church or synagogue, library, playground, or school to the nearest point of the premises to be licensed.

(Code 1970, § 3-18; Ord. No. 546, 10-14-03) | State Law reference— Similar provisions, R.S. 26:80, 280.

Is there a church, synagogue, library, playground, or school located within 300 ft. of premise to be licensed? ☐ YES ☐ NO

If YES, has measurements been taken? ☐ YES ☐ NO ☐ N/A

If YES, what are the measurements in feet? _____ Ft. ☐ N/A

Are there any residents located within 300 feet of premise to be licensed? ☐ YES ☐ NO ☐ N/A

If YES, has measurements been taken? ☐ YES ☐ NO ☐ N/A

If YES, what are the measurements in feet? _____ Ft. ☐ N/A

NOTE: The City of Sulphur will validate all measurements

FAITH



FAMILY



COMMUNITY

Revised 8/11/2023

Page 2 of 5



LOUISIANA
DEPARTMENT of REVENUE

2773021-001

Effective date 06/15/2025

Date Issued 05/15/2025

Sales Tax Registration Certificate

CIRCLE A SULPHUR
PECHS LLC
201 N CLAIBORNE ST
SULPHUR LA 70663-2501

A handwritten signature in black ink, appearing to read 'Phil Neumann'.

Secretary of Revenue and Taxation

See reverse side for important information.



Sales and Use Tax Department

PO Drawer 2050; 2439 6th Street Lake Charles, LA 70602-2050

Calcasieu Parish School Board

B U I L D I N G F O U N D A T I O N S F O R T H E F U T U R E

www.calcasieusalestax.org

(337) 217-4280 Fax (337) 217-4281

PARISH OF CALCASIEU SALES TAX CLEARANCE CERTIFICATE FOR OFFICE OF ALCOHOL AND TOBACCO CONTROL

Louisiana Statutes require that both state and local revenue or tax offices provide a tax clearance before the issuance or renewal of a state or local Alcoholic Beverage Permit.

In accordance with Act 1016 of the 1995 Regular Session of the Louisiana Legislature, this document certifies that the taxpayer listed herein is current in filing Calcasieu Parish Sales Taxes and there are no delinquent taxes, penalties, or interest due. This Calcasieu Parish Sales Tax Clearance Certificate must be attached to your Alcoholic Beverage Control permit application in all instances, whether initial or renewal, and submitted to the Office of Alcohol and Tobacco Control.

NOTICE: A STATE TAX CLEARANCE IS REQUIRED IN ADDITION TO THE LOCAL CLEARANCE.

Calcasieu Parish Taxpayer Number: 00062258

Federal Employer Identification Number: 39-2104155

LA Department of Revenue & Taxation No:

Taxpayer Name: PECHS LLC

Trade Name (if different): CIRCLE A SULPHUR

Location Address: 201 N CLAIBORNE ST
SULPHUR, LA 70663

Mailing Address: 7537 TAMMY LANE
LAKE CHARLES, LA 70607

I hereby certify that there are no delinquent sales taxes, penalties, or interest due the Calcasieu Parish Sales and Use Tax Department from the above listed taxpayer, excluding items under formal appeal pursuant to applicable statutes.

Donna Ingram
Authorized Signature
Calcasieu Parish Sales & Use Tax Department

// Clerk
Title

// 5/16/2025
Date

F032/(5/2017)

REPRESENTING

Calcasieu Parish School Board, STX Districts 2 & 3, Calcasieu Parish Police Jury, STX Districts 1 & 4A
Calcasieu Parish Law Enforcement District, City of DeQuincy, Town of Iowa, City of Lake Charles
City of Sulphur, Town of Vinton, City of Westlake, SWLa Convention & Visitors Bureau



John Wall, Police Chief

**City of Sulphur
Police Department**
500B N. Huntington St.
Sulphur, LA. 70663
Phone: 337-527-4594
Fax: 337-527-4561
www.sulphur.org



Mike Danahay, Mayor

MAY 23, 2025


To Whom It May Concern:

On MAY 23, 2025, a search of this office was made showing good conduct and without presence of a criminal record on file for **AHSAN RIAZ, DOB: 01/16/2001, SSN: 106-98-8785.**

This search shows that the subject **AHSAN RIAZ** has never been arrested, investigated, or otherwise involved directly and/or indirectly of any crimes, misdemeanors or any offense.

This certificate is based upon a personal investigation and upon the records of the Sulphur Police Department Records Division.

Respectfully Submitted,


Samantha Goodwin
Records Clerk
Sulphur Police Dept

NOTE: The response to this request for a Criminal Record Check is based on a review of the Sulphur Police Department's Database. This does not include the existence of a record in another local agency such as Sulphur City Court; Sulphur City Marshal's Office; Calcasieu Parish Sheriff's Office; the Louisiana State Police and the FBI Identification Division.

FAITH



FAMILY



COMMUNITY

RESOLUTION NO. _____, M-C SERIES

RESOLUTION AUTHORIZING MAYOR MIKE DANAHAHAY TO ENTER INTO A RIGHT OF ENTRY AGREEMENT WITH LAKE CHARLES METHANOL II, LLC, TO CONDUCT VARIOUS STUDIES AND SURVEYS FOR PHASE 1 ENVIRONMENTAL SITE ASSESSMENT LOCATED AT 3400 BAYOU D’INDE ROAD.

WHEREAS, the City of Sulphur desires to enter into a Right of Entry Agreement with LCM Louisiana, LLC, to conduct various studies and surveys for Phase 1 Environmental Site Assessment for property located at 3400 Bayou D’Inde Road as shown on Exhibit A, attached hereto.

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

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 _____, 2025.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this _____ day of _____, 2025, 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 _____, 2025, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

Landowner Authorization Agreement
Between Lake Charles Methanol II, LLC
and The City of Sulphur

This Landowner Authorization Agreement (“Agreement”) is entered into this ____ day of _____, 2025, between LCM Louisiana, LLC (“LCM”) and The City of Sulphur (“Owner”).

LCM is presently in the process of studying the location for a proposed long-term lease agreement affecting portions of Owner’s property in Calcasieu Parish, LA. Owner hereby consents and agrees to permit LCM to enter upon Owner’s property for the purpose of conducting various studies and surveys which may include but not limited to: route survey and legal description; soil borings; environmental assessments; engineering design and soil analysis; and clearing, trimming and/or removal of trees, limbs and other vegetation (hereinafter referred to as Work”).

1. LCM shall, to the fullest extent allowed by applicable law, indemnify, protect and hold harmless Owner from and against any and all losses, damages (excluding consequential, incidental and punitive damages), claims, liabilities, costs and expenses (including, without limitation, demands, fines, remediation costs, penalties, attorneys’ fees, court costs, legal, accounting, consulting, engineering and other expenses) that may be imposed on, incurred by, or asserted against the Owner by any party or parties caused by, arising from, relating to or in connection with, in whole or in part, directly or indirectly, LCM’s fault in performing the Work, or that of LCM’s contractors or subcontractor’s, except to the extent arising from the negligence or intentional acts of Owner, its employees, agents, contractors, invitees or persons for whom Owner is responsible. LCM may, at its sole discretion, defend all suits or claims concerning the foregoing, or reimburse Owner for its costs and expenses in doing the same.

2 Further, LCM shall be solely responsible for and shall indemnify, protect and hold harmless, and defend Owner from and against any and all losses, damages (excluding consequential, incidental and punitive damages), claims, liabilities, costs and expenses (including, without limitation, demands, fines, penalties, attorneys’ fees, court costs, legal, accounting, consulting, engineering and other expenses), on account of the death of, or injury to the any employee or agent of LCM, its contractors or subcontractors, or any third party, caused by, connected with, relating to or arising from, in any way, in whole or in part, directly or indirectly, the Work performed or to be performed, except to the extent arising from the negligence or intentional acts of Owner, its employees, agents, contractors, invitees or persons for whom Owner is responsible.

Entered into this ____ day of _____, 2025

LAKE CHARLES METHANOL II. LLC

By: _____
Name: _____
Title: _____

CITY OF SULPHUR

By: _____
Name: Mike Danahay
Title: Mayor



SULPHUR REGIONAL WASTEWATER PLANT SITE POTENTIAL INDUSTRIAL PARKING & LAYDOWN AREA LEASE EXHIBIT



RESOLUTION NO. _____, M-C SERIES

RESOLUTION AUTHORIZING MAYOR DANAHAHAY 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 2025 SEASON 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 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 2025 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 _____, 2025.

JOY ABSHIRE, Chairman

ATTEST:

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 2025 Season (June 1, 2025 – November 30, 2025), 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 as required.
- 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: _____
Title: _____
Address: _____
Phone Number: _____
Fax Number: _____
Email Address: _____
Cell Number: _____

Singer High School

Contact Person: _____
Title: _____
Address: _____
Phone Number: _____
Fax Number: _____
Email Address: _____
Cell Number: _____

City of Sulphur

Contact Person:		Jason Gully
Title:	Deputy Chief of Police	Major
Address:	500B N Huntington	500B N Huntington
Phone Number:		337-527-4556
Fax Number:	337-527-0406	337-527-0406
Email Address:		jgully@sulphur.org
Cell Number:		337-794-7760

THIS AGREEMENT ENTERED INTO THIS ____ DAY OF _____, 2025, BETWEEN THE BEAUREGARD PARISH SCHOOL BOARD AND THE CITY OF SULPHUR.

Beauregard Parish School Board By:

City of Sulphur By:

Robert Ensminger
Assistant Superintendent

Mike Danahay
Mayor