AGENDA
SULPHUR CITY COUNCIL MEETING
MONDAY, MARCH 11, 2019 AT 5:30 P.M.

THERE WILL BE A REGULAR MEETING OF THE SULPHUR CITY COUNCIL **MONDAY, MARCH 11, 2019 AT 5:30 P.M.,** IN THE COUNCIL CHAMBERS LOCATED AT 500 NORTH HUNTINGTON STREET, SULPHUR, LOUISIANA, TO DISCUSS AND ADOPT THE FOLLOWING:

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

Remove #13 and #14
Add #20A

1. PRESENTATION by Armed Forces Committee. I02-19 (Dru Ellender)

2. PUBLIC HEARING on ordinance granting a rezone to Edward Darbonne, from Residential to Mixed Residential for property located on the west side of Eddie Street (Lots 3-13). ORD16-19 (Mike Koonce)

3. PUBLIC HEARING on ordinance granting a rezone to Justin Babineaux (BAB Rentals, LLC), from Business to Mixed Residential for property located on the west side of Cain Street (south of 172 Cain Street), to allow for a manufactured home. ORD17-19 (Melinda Hardy)

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

    a. To condemn building or structure located at 505 West Burton Street, in accordance with Article IX, Section 5-286 through 5-296. (Dru Ellender)

5. PUBLIC HEARING on ordinance amending Ordinance No. 1107 M-C Series which established a program to assist low-income households in the payment of water, sewer and garbage-trash collection fees charged by the City of Sulphur, Louisiana. ORD18-19 (Mayor Danahay)

6. PUBLIC HEARING on ordinance amending Ordinance No. 1342, M-C Series which set forth procedures for deposit for utility services for customers inside and outside the corporate limits of the City of Sulphur. ORD19-19 (Mayor Danahay)

7. PUBLIC HEARING on ordinance amending Ordinance No. 837, M-C Series which set forth procedure for cycle billing and late penalty for utility customers inside and outside the corporate limits of the City of Sulphur. ORD20-19 (Mayor Danahay)

8. PUBLIC HEARING on ordinance amending Sections 12–52 and 12-53 of the Code of Ordinances of the City of Sulphur to provide for the regulation of through trucks, and to increase the fine for violators. ORD21-19 (Mandy Thomas)

9. PUBLIC HEARING on ordinance authorizing Mayor Mike Danahay to sign Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury for the Summer Feeding Program. ORD22-19 (Mayor Danahay)

10. INTRODUCTION OF ORDINANCE authorizing Mayor Mike Danahay to sign Cooperative Endeavor Agreement with Calcasieu Parish Police Jury to accept 100% ownership of 2396 Tammy Drive (Hazard Mitigation Federal Grant #1603-019-0003). ORD23-19 (Mayor Danahay)

11. INTRODUCTION OF ORDINANCE authorizing Mayor Mike Danahay to sign Cooperative Endeavor Agreement with Calcasieu Parish Police Jury to accept 100% ownership of 2400 Mary Ann Drive (Hazard Mitigation Federal Grant #1603-019-0026). ORD24-19 (Mayor Danahay)

12. INTRODUCTION OF ORDINANCE abandoning a 50-foot strip of property on north end of Mathew Street extension (North of West Napoleon Street). ORD25-19 (Mayor Danahay)

13. INTRODUCTION OF ORDINANCE authorizing a Cooperative Endeavor Agreement with Tellurian, Inc. (SHS SCIP Program), for traffic calming devices. ORD26-19 (Mayor Danahay)

14. RESOLUTION awarding proposal received for Solid Waste Collection for the City of Sulphur. RES08-19 (Mike Koonce and Mandy Thomas)

15. INTRODUCTION OF ORDINANCE entering into and authorizing Mayor to execute Solid Waste Contract. ORD27-19 (Mike Koonce and Mandy Thomas)

16. RESOLUTION accepting the streets and right-of-way in Mimosa Park Phase II into city's maintenance system. RES09-19 (Mayor Danahay)

17. RESOLUTION appointing Robin Baudoin to the Land Use Commission to fill the unexpired term of Bill McMullen. RES10-19 (Joy Abshire)

18. RESOLUTION authorizing the advertisement of bids for the Verdine Water Plant New Ground Storage Tank. RES11-19 (Mayor Danahay)

19. RESOLUTION authorizing the advertisement of bids for Sulphur Arizona Street Pump Station. RES12-19 (Mayor Danahay)

20. RESOLUTION authorizing the advertisement of bids for Sulphur Wastewater Plant Replacement of Rotary Drum Screen. RES13-19 (Mayor Danahay)

21. Consideration of going into Executive Session to discuss the following lawsuit:

    VITTORIA CORNELLA
    VS. 18-1146
    ATLANTIC SPECIALTY, ET AL

22. RESOLUTION authorizing Mayor Mike Danahay to settle the following lawsuit:

    VITTORIA CORNELLA
    VS. 18-1146
    ATLANTIC SPECIALTY, ET AL

23. Public Comment. 3 MINUTES PER SPEAKER - ONLY SPEAK 1 TIME PER ITEM

ADJOURNMENT

The next regular City Council meeting will be held on Monday, April 8, 2019 at 5:30 p.m. in the Council Chambers located at 500 North Huntington Street, Sulphur, LA.

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

ORDINANCE NO. M-C SERIES

ORDINANCE GRANTING A REZONE TO EDWARD DARBONNE, FROM RESIDENTIAL TO MIXED RESIDENTIAL FOR PROPERTY LOCATED ON THE WEST SIDE OF EDDIE STREET (LOTS 3-13).

WHEREAS, Edward Darbonne has submitted application to rezone from Residential District to Mixed Residential District.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SULPHUR, LOUISIANA, IN REGULAR SESSION CONVENED THAT:

The Land Use Ordinance of the City of Sulphur is hereby amended to grant a Rezone to Edward Darbonne, from Residential District to Mixed Residential District for the following described property to wit:

LOTS 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 OF BLOCK ONE OF DARBONNE ESTATES SUBDIVISION LOCATED IN THE NORTHWEST QUARTER O THE NORTHEAST QUARTER (NW/4-NE/4) OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 10 WEST, LA. MERIDIAN, AS PER RECORDED IN THE RECORDS OF CALCASIEU PARISH, LOUISIANA.

HEREIN DESCRIBED TRACT/LOTS CONTAINING 2.01 ACRES, MORE OR LESS, AND SUBJECT TO ANY RIGHTS OF WAY, SERVITUDES AND/OR EASEMENTS OR RECORD OR BY USE.

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

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

If City Council does hereby approve this Rezone the owner of this rezone shall be responsible for the recordation thereof, with the Clerk of Court, Calcasieu Parish, Louisiana, and shall provide the City of Sulphur a receipt evidencing recordation within 10 days of the effective date of this re-zone.

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

NOW THEREFORE, BE IT FURTHER ORDAINED, that the City Council of the City of Sulphur, Louisiana, does hereby grant a rezone to Edward Darbonne from Residential District to Mixed Residential District for the above stated lots located on the west side of Eddie Street, Sulphur, Louisiana.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this ____
day of _____, 2019.

_____
DRU ELLENDER, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2019, 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 _____,
2019, the foregoing ordinance which has
approved/vetoed by the Mayor.

_____
ARLENE BLANCHARD, Clerk

CITY of SULPHUR
FAITH + FAMILY + COMMUNITY

CITY OF SULPHUR
APPLICATION FOR
DEVELOPMENT APPROVAL

Date Received 1/31/19 **$50.00 Fee (Non-Refundable)**

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

PRINT NAME EDWARD J. DARBONE **DATE** 01/28/19

PROPERTY OWNER INFORMATION

Name of Property Owner EDWARD J. DARBONE

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

Mailing Address: 4775 DOWNING DR., AR 70809 Email: treasvideo@aol.com

Phone Number (H) (225) 9548902 (W) _____ (C) SAME

PROPERTY INFORMATION

Location Address: EDDIE STREET (WEST SIDE)

Present Zoned Classification: RESIDENTIAL

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

(SEE ATTACHED SHT)

DO YOU CURRENTLY HAVE ANY PENDING VIOLATION WITH ANY ORDINANCE OF THE CITY OF SULPHUR **YES NO**

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

REQUEST INFORMATION

☑ **REZONE** ☐ **EXCEPTION** ☐ **SUBDIVISION** ☐ **BILLBOARD** ☐ **PRE. PLAT** ☐ **FINAL PLAT**

☐ **DOES REZONE REQUIRE FENCING**

Zoning Change: From RESIDENTIAL To MIX RESIDENTIAL

Purpose of Request: REZONE ALL OF WEST SIDE LOT 3 THRU 13. BUYER WANTS TO REZONE LOTS 5,6,7. OWNER REQUEST REZONE ALL LOTS 3 THRU 13. FOR FUTURE USE.

I do hereby understand that no petition for a change in the classification of property shall be filed unless such petition is duly signed and acknowledged by the owners of authorized agents of not less than fifty (50) percent of the area of land for which a change of classification is requested; provided however, that where any lot located in the aforesaid area is owned in division, all co-owners must sign the petition for that lot to be included in the fifty (50) percent area provision, as stated in the City of Sulphur Land Use Ordinance, Number 541, M-C Series.

Further, I do certify that the property for which the above request is being made does not hold any restrictions or covenants that would be in conflict with said request.

Furthermore, I, the applicant agree to dispose of the Land Use sign(s) placed on my property after the public hearing.

Applicant Signature: [signature] Date: 01/28/19

	Yes	No	N/A
1. Is site located within the City Limits?	✓		
2. Will the proposed use be a nuisance to the surrounding area because of odors, vibrations, unsightly areas or other unwarranted elements?		✓	
3. Is the capacity of the road and off-street parking facilities adequate for use by the proposed development?	✓		
4. Will the location be served by a fire protection?	✓		
5. Can the proposed development be expected to adversely affect the character/aesthetics of the area involved?		✓	
6. Is property within a designated flood hazard area? Flood zone classification AE bfe 11.0 ft. ★	✓		

Memo

To: Land Use Commissioners

From: Stacy Dowden
Director of Public Works

cc: Arlene Blanchard, Mayor Mike Danahay

Date: February 5, 2019

Re: Item 2: Resolution granting a rezone to Edward Darbonne, from Residential to Mixed Residential for property located on the west side of Eddie Street (Lots 3-13)

Recommendation:

Approval of rezone

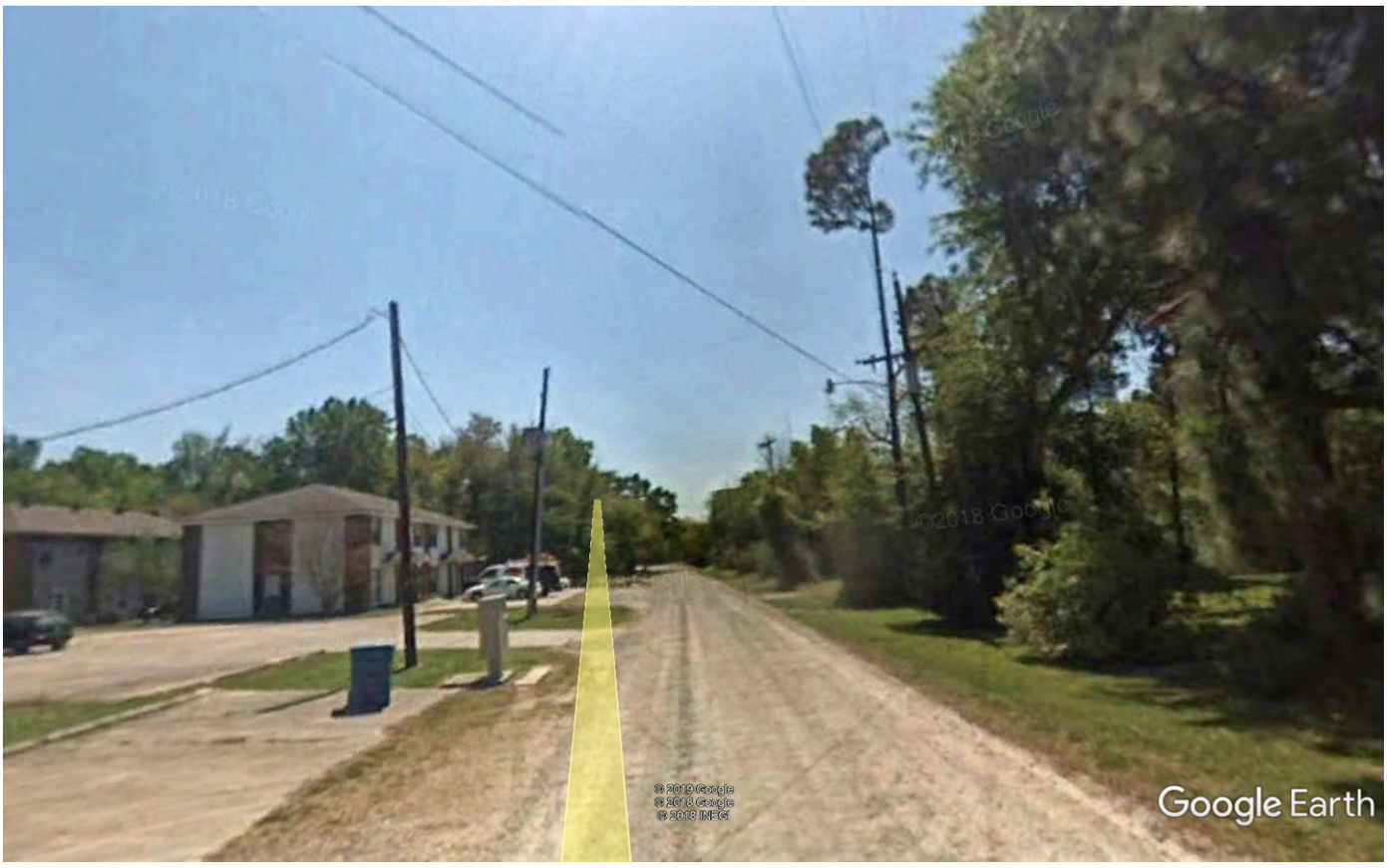
Application:

The applicant is requesting a rezone from Residential to Mixed Residential. The adjacent area includes apartments and duplexes which would typically fall under a mixed residential zoning district.

© 2018 INEGI
© 2018 Google
© 2018 Google
Google Earth

DEAD
END
© 2018 Google
© 2019 Google
Google Earth

Eddie St
© 2018 Google
Google Ear


© 2018 Google
© 2018 Google
© 2018 Google
© 2018 Google
© 2018 Google
© 2018 INEGI
Google Earth

ORDINANCE NO. _____ M-C SERIES

ORDINANCE GRANTING A REZONE TO JUSTIN BABINEAUX, BAB RENTALS, LLC, FROM BUSINESS TO MIXED RESIDENTIAL FOR PROPERTY LOCATED ON THE WEST SIDE OF CAIN STREET (SOUTH OF 172 CAIN STREET), TO ALLOW FOR A MANUFACTURED HOME.

WHEREAS, Justin Babineaux, BAB Rentals, LLC, has submitted application to rezone from Business District to Mixed Residential District.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SULPHUR, LOUISIANA, IN REGULAR SESSION CONVENED THAT:

The Land Use Ordinance of the City of Sulphur is hereby amended to grant a Rezone to Justin Babineaux, BAB Rentals, LLC, from Business District to Mixed Residential District for the following described property to wit:

> LOT NINE (9) OF LOUIS CHARGEOIS SUBDIVISION, A SUBDIVISION BEGINNING 128 FTT EAST FROM THE WEST LINE OF SE/4 OF THE NW/4 OF SECTION 35, T-9-S, R-10-W, LA. MERIDIAN, AT THE INTERSECTION OF U.S. HIGHWAY 90 ON THE SOUTH SIDE; THENCE SOUTH 668.3 FEET; THENCE EAST 192 FEET; THENCE NORTH 667.7 FEET; THENCE WEST 192 FEET TO THE POINT OF BEGINNING, AS PER PLAT RECORDED AT FILE NO. 364410, RECORDS OF CALCASIEU PARISH, LOUISIANA.

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

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

If City Council does hereby approve this Rezone the owner of this rezone shall be responsible for the recordation thereof, with the Clerk of Court, Calcasieu Parish, Louisiana, and shall provide the City of Sulphur a receipt evidencing recordation within 10 days of the effective date of this re-zone.

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

NOW THEREFORE, BE IT FURTHER ORDAINED, that the City Council of the City of Sulphur, Louisiana, does hereby grant a rezone to Justin Babineaux, BAB Rental, LLC from Business District to Mixed Residential District for property located on the west side of Cain Street (south of 172 Cain Street), to allow for a manufactured home.

APPROVED AND ADOPTED by
The City Council of the City of
Sulphur, Louisiana, on this ____
day of _____, 2019.

_____
DRU ELLENDER, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this ____ day of _____, 2019, 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 _____, 2019, the foregoing ordinance which has approved/vetoed by the Mayor.

_____
ARLENE BLANCHARD, Clerk

CITY of SULPHUR
FAITH + FAMILY + COMMUNITY

CITY OF SULPHUR
APPLICATION FOR
DEVELOPMENT APPROVAL

ate Received_____ **$50.00 Fee (Non-Refundable)**_____

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

PRINT NAME Justin Babineaux **DATE** 1/23/2019

PROPERTY OWNER INFORMATION

Name of Property Owner: Justin Babineaux - BaB Rentals LLC

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

Mailing Address: 1235 E. Napoleon, Sulphur LA 70663 Email: babineauxgroup@gmail.com

Phone Number (H) 337-540-4041 (W)_____ (C) 337-540-4041

PROPERTY INFORMATION

Location Address: 1235 E. Napoleon, Sulphur LA 70663

Present Zoned Classification: Business

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

See attached

DO YOU CURRENTLY HAVE ANY PENDING VIOLATION WITH ANY ORDINANCE OF THE CITY OF SULPHUR **YES** **NO**

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

REQUEST INFORMATION

☒ **REZONE** ☐ **EXCEPTION** ☐ **SUBDIVISION** ☐ **BILLBOARD** ☐ **PRE. PLAT** ☐ **FINAL PLAT**

☐ **DOES REZONE REQUIRE FENCING**

Zoning Change: From Business To Mixed Residential

Purpose of Request: Change to allow a Rental Unit on lot. 1 Mobile home

I do hereby understand that no petition for a change in the classification of property shall be filed unless such petition is duly signed and acknowledged by the owners of authorized agents of not less than fifty (50) percent of the area of land for which a change of classification is requested; provided however, that where any lot located in the aforesaid area is owned in division, all co-owners must sign the petition for that lot to be included in the fifty (50) percent area provision, as stated in the City of Sulphur Land Use Ordinance, Number 541, M-C Series.

Further, I do certify that the property for which the above request is being made does not hold any restrictions or covenants that would be in conflict with said request.

Furthermore, I, the applicant agree to dispose of the Land Use sign(s) placed on my property after the public hearing.

Applicant Signature: _____ Date: _____

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

Flood zone classification _____ bfe _____ ft.

Memo

To: Land Use Commissioners

From: Stacy Dowden
Director of Public Works

cc: Arlene Blanchard, Mayor Mike Danahay

Date: February 6, 2019

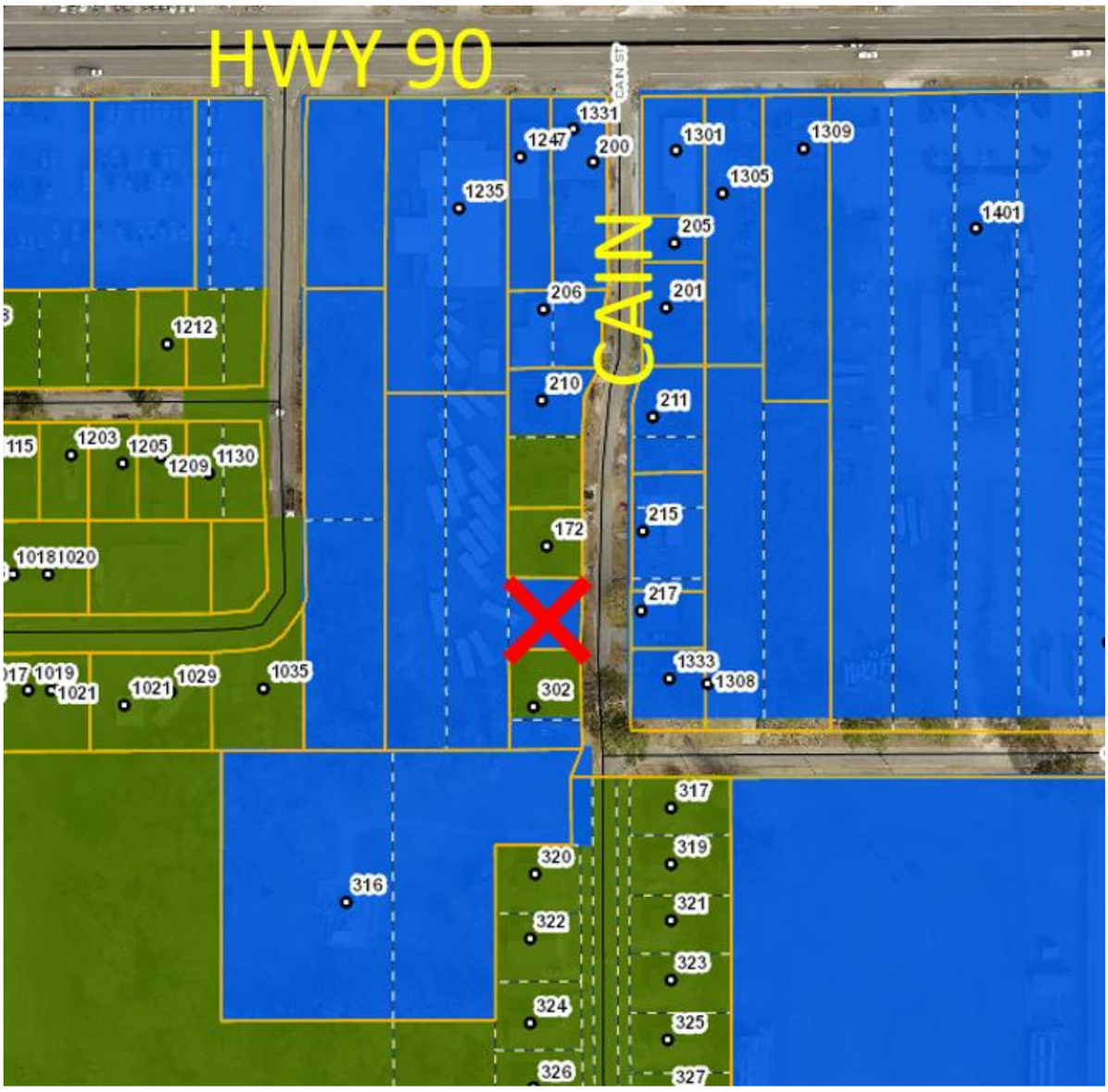
Re: Item 3: Resolution granting a rezone to Justin Babineaux (BAB Rentals, LLC), from Business to Mixed Residential for property located on the west side of Cain Street (south of 172 Cain Street), to allow for a manufactured home.

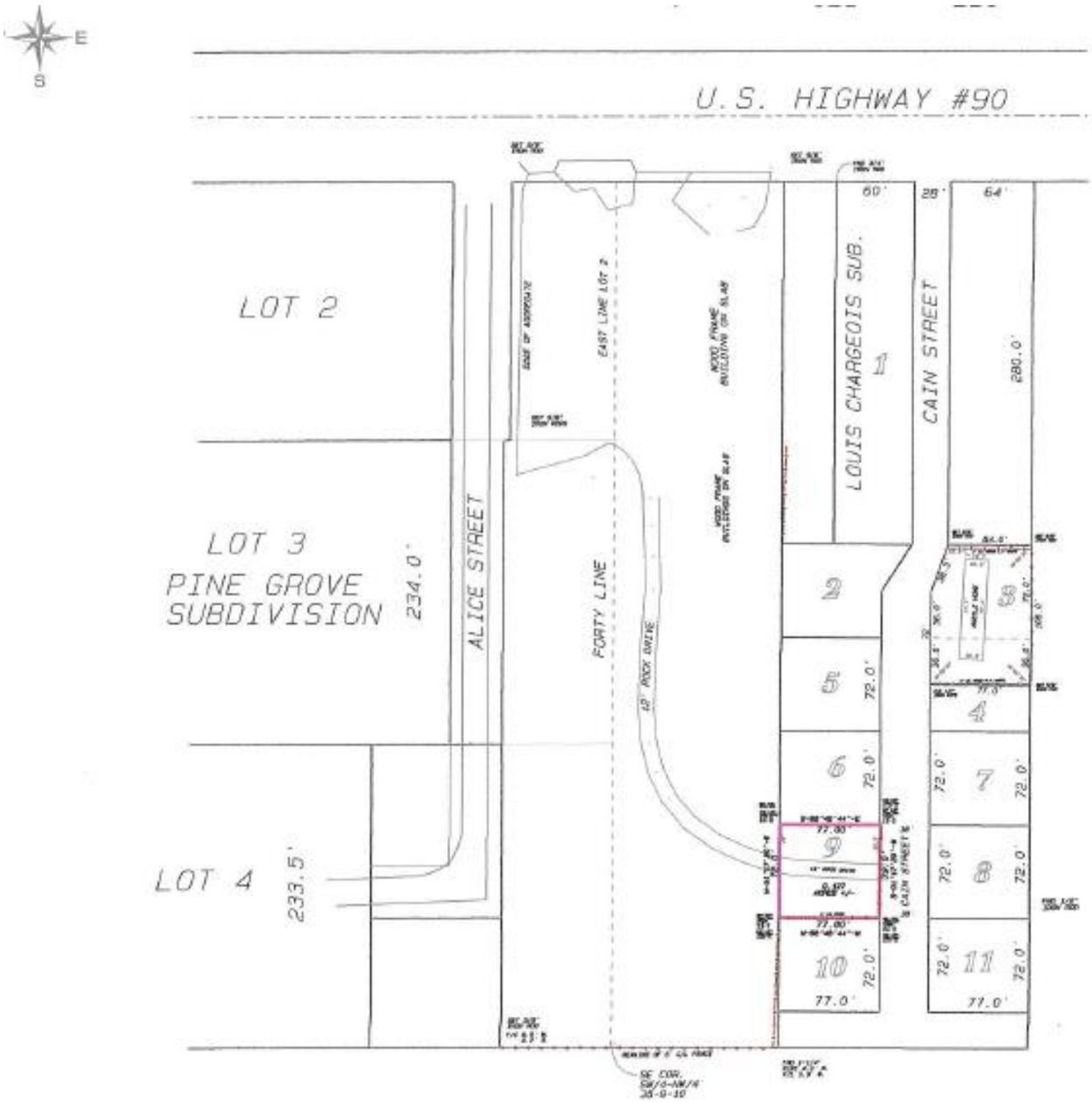
Recommendation:

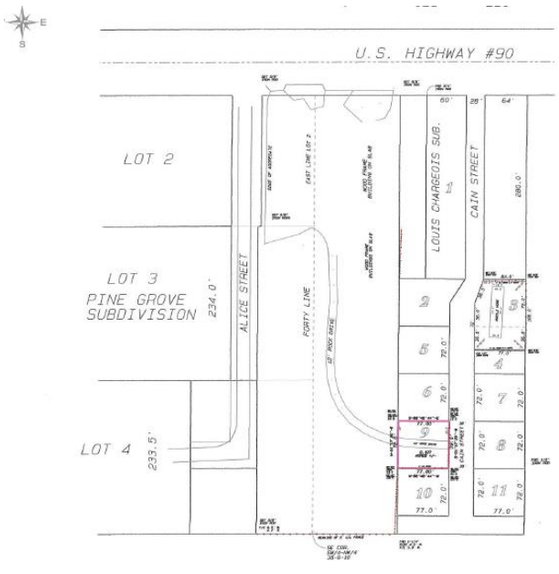
Approval of rezone

Application:

The adjacent properties to the north and south are currently zoned Mixed Residential. The properties to the east and west are currently Business.


HWY 90
CAIN
CAIN ST
1331
1247
200
1301
1309
1305
1235
205
1401
206
201
1212
210
211
115
1203
1205
1209
1130
215
172
10181020
217
1333
1308
1017
1019
1021
1021
1029
1035
302
317
319
320
316
321
322
323
324
325
326
327


E
S
U.S. HIGHWAY #90
LOT 2
LOT 3
PINE GROVE
SUBDIVISION
234.0'
ALICE STREET
FORTY LINE
EAST LINE LOT 2
LOUIS CHARGEOIS SUB.
1
CAIN STREET
280.0'
60'
28'
64'
2
5
6
9
10
11
7
8
4
72.0'
77.0'
LOT 4
233.5'

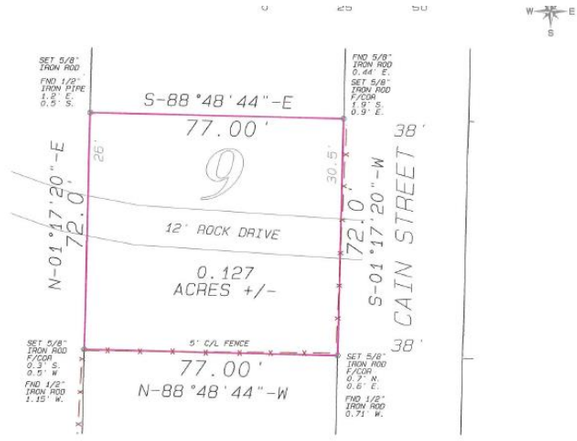


SURVEYORS NOTES:

THE BEARINGS SHOWN HEREON ARE GRID BEARINGS, REFERENCED TO THE NORTH AMERICAN DATUM OF 1983, LA. SOUTH ZONE.

THIS SURVEY IS CERTIFIED TO THE ORIGINAL PURCHASER AS SHOWN ON THIS PLAT OF SURVEY AND IS NOT TRANSFERABLE TO ANY FUTURE OWNER OR INSTITUTION.

BASIS:
THIS SURVEY IS BASED ON THE DESCRIPTION AND INFORMATION PROVIDED TO THE SURVEYOR BY THE CLIENT. THE SURVEYOR OFFERS NO OPINION TO THE VALIDITY OF THE TITLE OF THIS PROPERTY.



DESCRIPTION

LOT NINE (9)
OF LOUIS CHARGEOIS SUBDIVISION, A SUBDIVISION BEGINNING 128 FEET EAST FROM THE WEST LINE OF SE/4 OF THE NW/4 OF SECTION 35, T-9-S, R-10-W, LA. MERIDIAN, AT THE INTERSECTION OF U.S. HIGHWAY 90 ON THE SOUTH SIDE; THENCE SOUTH 668.3 FEET; THENCE EAST 192 FEET; THENCE NORTH 667.7 FEET; THENCE WEST 192 FEET TO THE POINT OF BEGINNING, AS PER PLAT RECORDED AT FILE NO. 364410, RECORDS OF CALCASIEU PARISH, LOUISIANA.

SURVEY AND MAP PREPARED FOR

USTIN BABINEAUX

CAIN STREET

THE SERVITUDES, EASEMENTS AND/OR RIGHT OF WAYS SHOWN (IF ANY) ON THIS SURVEY ARE LIMITED TO THOSE SET FORTH IN THE DESCRIPTION PROVIDED TO THE SURVEYOR BY THE CLIENT AND THERE IS NO REPRESENTATION THAT ALL APPLICABLE SERVITUDES, EASEMENTS AND/OR RIGHT OF WAYS ARE SHOWN HEREON. THE SURVEYOR WAS NOT REQUESTED OF AND HAS NOT MADE ANY PUBLIC RECORD SEARCH TO DETERMINE IF SUCH SERVITUDES, EASEMENTS AND/OR RIGHT OF WAYS AFFECT THE PROPERTY.

CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAT REPRESENTS AN ACTUAL SURVEY PERFORMED ON THE GROUND BY ME OR BY OTHERS UNDER MY DIRECT SUPERVISION AND CONFORMS TO THE MINIMUM STANDARDS OF A CLASS "C" SURVEY AS SET FORTH BY THE LOUISIANA STATE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

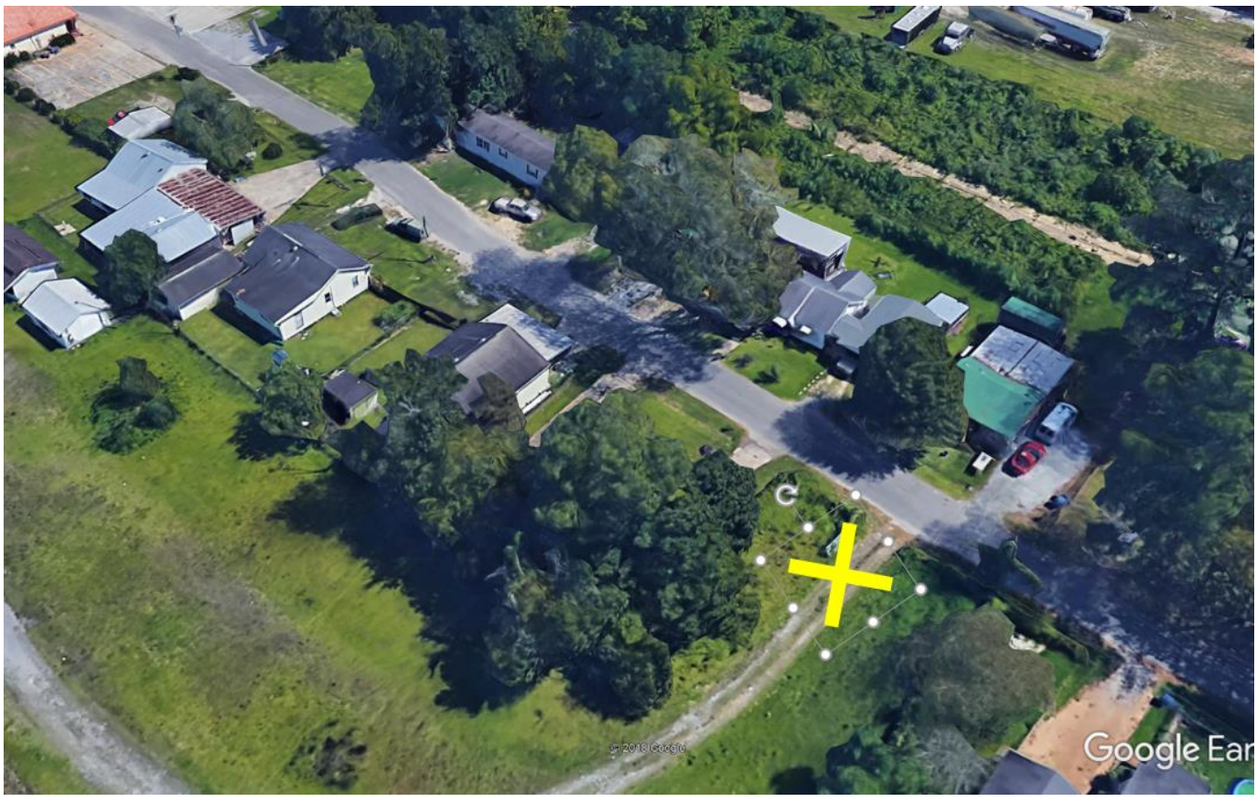
DONALD RAYES P.L.S. REG. #4743

AMERICAN SURVEYORS
210 WEST NAPOLEON ST.
SULPHUR LA. 70663
PH. 337-527-0420
FAX 337-528-0903

DATE: MAY 30, 2017

STATE OF LOUISIANA
DONALD R. HAYES
REG. No. 4743
PROFESSIONAL LAND SURVEYOR

© 2018 Google
© 2019 Google
Google Earth


Google Ear

© 2018 Google
Google Ea

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AMENDING ORDINANCE NO. 1107, M-C SERIES WHICH ESTABLISHED A PROGRAM TO ASSIST LOW-INCOME HOUSEHOLDS IN THE PAYMENT OF WATER, SEWER, AND GARBAGE-TRASH COLLECTION FEES CHARGED BY THE CITY OF SULPHUR, LOUISIANA.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Ordinance No. 1107, M-C Series to read as follows:

BE IT FURTHER ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that a program to assist low-income households in the payment of water, sewer (wastewater), and garbage-trash (solid waste) collection fees charged by the City of Sulphur be and it is hereby established, the determination of eligibility for this assistance program to be in accordance with poverty guidelines established by the Federal Government and the State of Louisiana, and which assistance program will be subject to the following definitions and conditions, and also the following criteria for eligibility:

SECTION 1. DEFINITIONS:

(a) Household means parents, their minor children, grandparents and a grandchild who is a minor and whose legal custody has been granted to a grandparent, all of whom reside in a housing unit as a family unit and for whom utilities are customarily purchased in common, or who make payments for utilities included in the rent;

(b) Income means all non-exempt gross income received by members of the household on a regular or predictable basis during three (3) calendar months or all annualized non-exempt income received by members of a household on an irregular or fluctuating basis or moneys received into a home occupied by a household from any source whatsoever;

(c) Housing Unit means a house, a stationary mobile home, an apartment or any unit used for billing purposes.

SECTION 2. ELIGIBILITY

(a) Determination of eligibility for this assistance program will be in accordance with Department of Social Services established by the Federal government and the State of Louisiana.

SECTION 3. The amount of assistance granted each qualified applicant will be determined by (1) the number of qualified applicants and (2) the amount of the funds appropriated for this program for the fiscal year, PROVIDED, HOWEVER, THAT THE AMOUNT OF ASSISTANCE SHALL NOT EXCEED $15.00 PER QUALIFIED APPLICANT.

SECTION 4. Annual recertification of eligibility shall be required. Applications for said annual recertification shall be submitted by the 1st day of March each year.

SECTION 5. All changes in status affecting eligibility must be reported promptly to the office of the Mayor.

SECTION 6. Administration of this program will be the responsibility of the Mayor, through the Director of Finance.

SECTION 7. Confidentiality of all information provided to determine the eligibility will be maintained by the Office of the Mayor.

SECTION 8. This program is open to all persons regardless of race, color, age, religion, sex or national origin. No distinction shall be made between property owners or renters.

SECTION 9. Continuation of this assistance program is contingent upon the appropriation by the City Council of the City of Sulphur in the operating budget of the City of Sulphur each year.

SECTION 10. This assistance program shall only be provided for residential water, sewer, garbage/trash households located within the city limits of Sulphur.

BE IT FURTHER ORDAINED that this Ordinance shall become effective April 1, 2019.

APPROVED AND ADOPTED by the City Council of the City of Sulphur, Louisiana, on this _____ day of _____, 2019.

_____
DRU ELLENDER, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this ____ day of _____, 2019, 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 _____, 2019, the foregoing ordinance which has approved/vetoed by the Mayor.

_____
ARLENE BLANCHARD, Clerk

March 8, 2019

PRESS RELEASE

Mayor Mike Danahay has announced that the City of Sulphur is continuing the program of assistance to low income households for payment of water, sewer, and trash fees charged by the City.

Determination of eligibility for this assistance program will be in accordance with Department of Social Service guidelines established by the Federal government and the State of Louisiana.

THE MAXIMUM INCOME TO DETERMINE ELIGIBILITY IS AS FOLLOWS:

HOUSEHOLD SIZE	MONTHLY GROSS INCOME
1.	**$ 1,316.00**
2.	**$ 1,784.00**
3.	**$ 2,252.00**
4.	**$ 2,720.00**
5.	**$ 3,188.00**
6.	**$ 3,656.00**
7.	**$ 4,124.00**
8.	**$ 4,592.00**
9.	**$ 5,060.00**
10.	**$ 5,528.00**

This program is open to all persons of race, color, age, religion, sex, or national origin.

Eligibility will also be determined by the number of qualified applicants and the appropriation of funds for this purpose.

For the purpose of this program, a household means parents, their minor children and/or grandparents (it shall not apply to grandchildren) who reside in a housing unit and for whom utilities are customarily purchased in common, or who make payments for utilities included in the rent; income means all non-exempt income received into a household on a regular or predictable basis during three calendar months or all annualized

non-exempt income received by members of a household on an irregular or fluctuating basis or monies received into a home occupied by a household from any source whatsoever; housing unit means a house, a stationary mobile home, an apartment or any unit used for billing purposes.

For purposes of this program, minor means any individual under the age of eighteen (18) years of age.

NOTE: All property owners and renters shall be treated equitably.

Recertification of eligibility will be necessary at least once a year. All changes in status affecting eligibility must be reported promptly. Certification and recertification will be the responsibility of the Office of the Mayor. Confidentiality of all information provided to determine eligibility will be maintained.

The City of Sulphur will be taking applications for this program March 11 - 22, 2019, at Sulphur City Hall. **Persons applying must bring a copy of any and all income for all members of the household.**

Continuation of this assistance program will be determined annually with the adoption of the operating budget of the City of Sulphur by the City Council. Administration of the program will be the responsibility of the Mayor, through the Director of Finance.

ORDINANCE NO. _____, M-C SERIES

AN ORDINANCE AMENDING ORDINANCE NO. 1342, M-C SERIES, WHICH SET FORTH PROCEDURE FOR DEPOSIT FOR UTILITY SERVICES FOR CUSTOMERS INSIDE AND OUTSIDE THE CORPORATE LIMITS OF THE CITY OF SULPHUR.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Ordinance No. 1342, M-C Series, adopted by the City Council on October 15, 2015, which set forth procedure for deposit for utility services for customers inside and outside the corporate limits of the City of Sulphur to read as follows:

RESIDENTIAL:

All applicants for water, sewer, or garbage service shall be required to pay a non-refundable seventy-five dollar ($75) account activation charge.

A deposit of one hundred and twenty-five dollars ($125) shall be required for any applicant that is not the property owner, or a professional property manager acting as agent for the property owner. This deposit shall be refunded after five (5) years of prompt payment history. A prompt payment history shall be defined as continuous payments of sixty months with no more than three (3) late payments during the entire period, and no late payment in the preceding twelve (12) months.

Any deposits held by the City for utility customer accounts of residential property owners pursuant to prior ordinances shall be refunded as a credit on the property owner's bill.

COMMERCIAL:

All non-residential applicants for water, sewer, or garbage service shall be required to pay a non-refundable account activation charge in accordance with the following schedule:

Less Than 2" Tap:	$150
At Least 2" Tap, but Less than 4" Tap:	$300
4" or Great Tap:	$600

Any deposits held by the City for utility customer accounts of non-residential customers pursuant to prior ordinances shall be refunded upon termination or transfer of service, after satisfying any outstanding balances due to the City.

BE IT FURTHER ORDAINED that this Ordinance shall become effective April 1, 2019.

APPROVED AND ADOPTED by the City Council of the City of Sulphur, Louisiana, on this ____ day of _____, 2019.

_____
DRU ELLENDER, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this ____ day of _____, 2019, 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 _____, 2019, the foregoing ordinance which has been approved/vetoed by the Mayor.

_____
ARLENE BLANCHARD, Clerk

ORDINANCE NO. M-C SERIES

AN ORDINANCE AMENDING ORDINANCE NO. 837, M-C SERIES WHICH SET FORTH PROCEDURE FOR CYCLE BILLING AND LATE PENALTY FOR UTILITY CUSTOMERS INSIDE AND OUTSIDE THE CORPORATE LIMITS OF THE CITY OF SULPHUR.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof that the following procedure is hereby set forth:

Section 1. Billing for utility services for utility customers inside and outside the corporate limits of the City of Sulphur will be billed on a varying monthly cycle. A late penalty of 10% will be added to an account not paid by 4:00 p.m. on the due date.

BE IT FURTHER ORDAINED that this Ordinance shall become effective April 1, 2019.

APPROVED AND ADOPTED by the City Council of the City of Sulphur, Louisiana, on this _____ day of _____, 2019.

_____
DRU ELLENDER, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this ____ day of _____, 2019, 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 _____, 2019, the foregoing ordinance which has approved/vetoed by the Mayor.

_____
ARLENE BLANCHARD, Clerk

HIGHLIGHTS REFLECT THE CHANGES

ORDINANCE NO. M-C SERIES

ORDINANCE AMENDING SECTIONS 12–52 AND 12-53 OF THE CODE OF ORDINANCES OF THE CITY OF SULPHUR TO PROVIDE FOR THE REGULATION OF THROUGH TRUCKS, AND TO INCREASE THE FINE FOR VIOLATORS.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Sections 12-52 and 12-53 of the Code of Ordinances of the City of Sulphur, to provide for the regulation of through trucks, and to increase the fine for violators to read as follows:

Sec. 12-52. - Transportation routes for hazardous materials and trucks passing through city.

(a) Vehicles transporting hazardous material, through trucks, as defined in this article, and all vehicles weighing more than two (2) tons shall be restricted to the use of the following routes through the city (and shall never be authorized to travel on any other city streets, drives, or routes):

(1) Interstate 10 for its entire length through the city. Vehicles exiting from Interstate 10 are restricted to Beglis Parkway (La. Hwy. 27), Cities Service Highway (La. Hwy. 108), and Louisiana Highway 1256.

(2) U.S. Highway 90 for its length through the city. Vehicles exiting from U.S. Highway 90 are restricted to Louisiana Highway 1256, Cities Service Highway, Beglis Parkway, and North on Beglis Parkway to Louisiana Highway 27.

(3) Cities Service Hwy. from Interstate 10 to U.S. Highway 90. Vehicles exiting from Cities Service are restricted to U.S. Highway 90 and Interstate10.

(4) Beglis Parkway from Interstate 10 to U.S. Highway 90. Vehicles exiting from Beglis Parkway are restricted to Interstate 10 and U.S. Highway 90 and North on Beglis Parkway to Louisiana Highway 27.

(5) Louisiana Highway 1256. Vehicles exiting from Louisiana Highway 1256 are restricted to Interstate 10 and U.S. Highway 90.

(b) A vehicle that would otherwise be in violation of Subsection (a) of this Section may establish as a defense that it was actively engaged in a bona fide delivery to an address within the boundaries of the city at the time of the violation. Proof of this defense shall require contemporaneous documentary evidence and may not be established solely by the testimony of the driver.

Sec. 12-53. - Penalty for violation.

The penalty for violation of this article shall be a confinement of a minimum of thirty (30) days and/or a fine of not less than five hundred dollars ($500.00) nor more than one thousand dollars ($1,000.00) for each such violations.

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 8th day of _____, 2019.

_____
DRU ELLENDER, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this ____ day of _____, 2019, 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 _____, 2019, the foregoing ordinance which has approved/vetoed by the Mayor.

_____
ARLENE BLANCHARD, Clerk

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING MAYOR DANAHAY TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH CALCASIEU PARISH POLICE JURY FOR SUMMER FEEDING PROGRAM.

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 Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury for Summer Feeding Program.

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 _____, 2019.

_____
DRU ELLENDER, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this ____ day of _____, 2019, 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 _____, 2019, 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 28th day of June 2018, by and between the CALCASIEU PARISH POLICE JURY, hereinafter referred to as "PARISH," a political subdivision of the State of Louisiana, represented herein by its duly authorized President, JUDD BARES, 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, ~~Christopher L. Duncan.~~ Michael E. Danahay Pro

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 has the authority under Louisiana Revised Statute 33:1236 to provide certain social programs for the benefit of the citizens of the PARISH, and

WHEREAS, the PARISH has agreed to sponsor a Summer Food Service Program, hereinafter referred to as "PROGRAM," in coordination with the Calcasieu Parish School Board and area municipalities in Calcasieu Parish, and

WHEREAS, the CITY desires to cooperate with the PARISH in providing monetary assistance for the PROGRAM, and

WHEREAS, the PARISH and the CITY consider the public benefit of providing nutritious meals to children who would otherwise not have access to the meals 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 the following:

A. CITY Obligations:

i. The CITY will provide funding assistance in the amount of five thousand dollars ($5,000.00) by June 30, 2018 in support of the operation of the PROGRAM.

ii. The CITY will provide assistance in promoting the availability of the PROGRAM by advertising the PROGRAM on media outlets that may be available to the CITY.

B. PARISH Obligations:

i. The PARISH will administer the PROGRAM on behalf of the CITY by working with the Louisiana Department of Education and the PARISH and will adhere to all policies and procedures applicable in administering the PROGRAM.

ii. The PARISH will provide at least one (1) open feeding site in the CITY.

iii. The PARISH will include the CITY'S logo on all PROGRAM advertisements.

iv. The PARISH will host an annual training for all PROGRAM employees.

v. The PARISH will provide its own waste dumpsters at each site.

2. Term of Agreement

The term of this agreement shall be effective upon execution of the agreement through July 31, 2018.

3. Payment Terms

The CITY agrees to pay the PARISH five thousand dollars ($5,000.00) by June 30, 2018. The PARISH is responsible for the remainder of the PROGRAM costs.

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

4. Amendments and Assignments

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

5. Records and Audits

It is understood that this agreement will be utilized as part of a federal reimbursement grant (United States Department of Agriculture: Office of Food and Nutrition Service – Summer Food Service Program for Children (SFSP) – CFDA 10.559) and therefore both parties agree to maintain accounts and records, including personnel, property and financial records, adequately to identify and account for all costs pertaining to this agreement and to ensure full compliance with the requirements of the above grant.

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.

In compliance with grantor and national policy requirements, including the above referenced federal grant requirements, both parties agree to adhere to the following regulations, where applicable:

(a) Federally Required Contractual Provisions:

(1) **Administrative, Contractual or Legal Remedies** are required in all contracts in excess of the simplified acquisition threshold amount that are funded with federal funds and are addressed in various sections of this agreement,

(2) **Termination Provision** requires all contracts in excess of $10,000 to contain a provision for termination of the contract for cause or convenience and this provision is addressed in Section 8 of this agreement,

(3) For all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, **Equal Employment Opportunity**, including Executive Order 11246 which was further amended by Executive Order 11375, which requires equal opportunity for all persons, without regard to race, color, religion, sex or national origin, employed or seeking employment with government contractors or with contractors performing under federally assisted construction contracts,

(4) For all construction contracts in excess of $2,000 and required by federal grant regulations, **Davis Bacon Act**[1] which requires payments of wages for laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor and said wage payments will be made at least weekly,

[1] Davis Bacon Act is not applicable to this agreement.

(5) For all applicable contracts in excess of $100,000 that involve the employment of mechanics or laborers, **Contract Work Hours and Safety Standards Act** which prohibits certain unsanitary, hazardous or dangerous working conditions and requires that wages of every mechanic and laborer to be on the basis of a standard work week of forty hours with any work in excess of forty hours per week to be compensated at a rate of not less than one and one-half times the basic rate of pay,

(6) For all contracts that meet the definition of "funding agreement" under 37 CFR Part 401.2(a) and involve a contract with a small business firm or nonprofit organization regarding the assignment or performance of experimental, developmental or research work must comply with the **Rights to Inventions Made Under a Contract or Agreement** contained in 37 CFR Part 401,

(7) All contracts, subcontracts and sub-grants in excess of $150,000 must contain a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the **Clean Air Act** and the **Federal Water Pollution Control Act**,

(8) **Debarment and Suspension (Executive Orders 12549 and 12689 and 2 CFR Part 180)** which prohibit the contracting with any party listed on the "System for Award Management" (SAM), formerly identified as the "Excluded Parties List System" (EPLS.gov), which identifies all parties that have active exclusions (i.e. suspensions, debarments) imposed by a federal agency,

(9) **Byrd Anti-Lobbying Prohibition (31 U.S.C. 1352)** prohibits the use of federal funds to pay any person or organization for influencing or attempting in influence anyone with any federal contract, grant or other award covered by 31 U.S.C. 1352 and also requires that Contractors that apply or bid for an award exceeding $100,000 where federal funds are used must file the required certification stating that the parties will not and have not used federal funds to pay any person or organization for influencing or attempting to influence anyone with any federal contract, grant, or other award covered by 31 U.S.C. 1352, and

(10) **Procurement of Recovered Materials** as required by 2 CFR Part 200.322 which requires procurements in excess of $10,000 to contain the highest percentage of recovered materials practicable while consistent with maintaining a satisfactory level of competition.

(b) National Policy Requirements:

(1) **Civil Rights Act of 1964**, including Title VI, which generally speaking, states that no person shall on the grounds of race, color or national origin shall be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance,

(2) **Age Discrimination Act of 1975** which prohibits discrimination based on age in programs or activities receiving federal financial assistance,

(3) **Americans with Disabilities Act of 1990**, with respect to building construction or alteration, prohibits discrimination based on a disability defined as a physical or mental impairment that substantially limits a major life activity,

(4) **Section 504 of the Rehabilitation Act of 1973,** if specifically required by the federal agency, which prohibits the exclusion of an otherwise qualified individual because of a disability in programs receiving federal financial assistance including program

accessibility, accessible new construction and alterations, reasonable accommodations and effective communication with hearing and visually disabled (this requirement may vary with each federal agency),

(5) For all construction or repair contracts, **Copeland "Anti-Kickback" Act** which requires all contracts and sub-grants for construction or repair to contain a provision that prohibits a contractor or sub-contractor from inducing, by any means, any person employed in the construction, completion or repairs of public work to give up any part of the compensation to which he is otherwise entitled,

(6) **National Environmental Policy Act** which prohibits any activities that will have an adverse impact on the environment,

(7) **Energy Policy and Conservation Act** which require the contractors to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan,

(8) **Reporting Provision** requires that all contracts should include a requirement that the contractor assist the Parish, when applicable, with any awarding agency requirements and regulations pertaining to reporting,

(9) **Records Access Provision** which reserves the rights of the PARISH, state or federal grantors, the Comptroller General of the United States, or any duly authorized representative of the aforementioned to have access to any books, documents, papers or records of the CONTRACTOR that are directly pertinent to this agreement for the purpose of making audit examination excerpts and transcriptions and is further discussed in the first part Section 5 of this agreement,

(10) **Record Retention Provision** requires that any contract executed must include a provision that all required records will be maintained by the contractor/firm for a minimum period of three years after the Parish formally closes out each federal program (Parish grant managers should verify the three year record retention period with each respective grant agency to ensure that a longer period is not required),

(11) **2013 National Defense Authorization Act (41 United States Code (U.S.C.) 4712, Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection)** subjects any subawards and contracts over the federal simplified acquisition threshold to the provisions of the above act regarding rights and remedies for employee whistleblower protections,

(12) **Resource Conservation and Recovery Act** which requires proper handling and disposal of solid waste, and

(13) **Toxic Substance Control Act** which places restrictions on chemicals that pose unreasonable risks, such as surfaces that could be covered with lead-based paint.

In compliance with Section 5(a)(8) above, the CONTRACTOR also confirms that it is not a party listed on the "System for Award Management" (SAM) formerly identified as the "Excluded Parties List System" (EPLS.gov) for parties debarred, suspended or otherwise excluded from contracting on any projects involving federal funds. The CONTRACTOR also agrees to provide immediate notice, but in no case later than three (3) business days, after being notified that the CONTRACTOR, or any subcontractor, has been added to the "System for Award Management" or otherwise been disbarred from contracting on any projects involving federal funds. In no event shall CONTRACTOR utilize a subcontractor at any time during the duration of this agreement

who has been disbarred from contracting on any projects involving federal funds. If the CONTRACTOR is prohibited in any way from contracting on any projects involving federal funds at any time during the duration of this agreement then the PARISH may, at its sole discretion, immediately implement the termination provisions discussed in Section 7 below.

6. Indemnity and Insurance

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

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

7. Termination of Agreement and Dispute Resolution

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

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

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

Michael E. Danahay RW
Honorable ~~Christopher L. Duncan~~, Mayor
City of Sulphur
101 N. Huntington Street
Sulphur, Louisiana 70664

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.

ORDINANCE NO. 1546, M-C SERIES

ORDINANCE AUTHORIZING MAYOR TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH CALCASIEU PARISH POLICE JURY FOR SUMMER FEEDING PROGRAM.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor to enter into a Cooperative Endeavor Agreement with Calcasieu Parish Police Jury for the Summer Feeding Program.

This ordinance shall become effective upon Mayor's signature.

APPROVED AND ADOPTED by the City Council of the City of Sulphur, Louisiana, on this 11th day of June, 2018.

Dru Ellender

DRU ELLENDER, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this 14TH day of June, 2018, at 8:00 o'clock a .m.

Arlene Blanchard

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received from the Mayor at 9:00 o'clock a .m. on this 14TH day of June, 2018, the foregoing ordinance which has been approved/vetoed by the Mayor.

Arlene Blanchard

ARLENE BLANCHARD. Clerk

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING MAYOR MIKE DANAHAY TO SIGN COOPERATIVE ENDEAVOR AGREEMENT WITH THE CALCASIEU PARISH POLICE JURY TO ACCEPT 100% OWNERSHIP OF 2396 TAMMY DRIVE (HAZARD MITIGATION FEDERAL GRANT NUMBER 1603-019-0003).

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 Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury to accept 100% ownership of Tammy Drive (Hazard Mitigation Federal Grant number 1603-019-0003), more particularly described as follows:

LOT NINETEEN (19) AND THE EAST 7.5 FEET OF LOT TWENTY (20) OF BLOCK TEN (10) OF ROSE PARK NO. 4, A SUBDIVISION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE/4 OF NW/4) OF SECTION 1, TOWNSHIP 10 SOUTH, RANGE 10 WEST, AS PER PLAT RECORDED IN PLAT BOOK 13, PAGE 40, RECORDS OF CALCASIEU PARISH, LOUISIANA.

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

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

APPROVED AND ADOPTED by
City Council of the City of
Sulphur, Louisiana, on this ____
day of _____, 2019.

_____
DRU ELLENDER, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this ____ day of _____, 2019, 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 _____, 2019, 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 _____ 2019, by and between the CALCASIEU PARISH POLICE JURY, hereinafter referred to as "PARISH" or the "VENDOR", a political subdivision of the State of Louisiana, represented herein by its duly authorized Parish President, Kevin White, and the CITY OF SULPHUR, hereinafter referred to as "CITY" or the "VENDEE", a political subdivision of the State of Louisiana, and represented herein by its duly authorized Mayor, Michael E. Danahay, who do declare and agree as follows:

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

WHEREAS, the PARISH is the owner, of a one hundred percent (100%) ownership interest in a property located at 2396 Tammy Drive, Sulphur, Louisiana, a parcel of land described as follows:

> Lot Nineteen (19) and the East 7.5 feet of Lot Twenty (20) of Block Ten (10) of Rose Park No. 4, a subdivision of the Southeast Quarter of the Northwest Quarter (SE/4 of NW/4) of Section 1, Township 10 South, Range 10 West, as per plat recorded in Plat Book 13, page 40, records of Calcasieu Parish, Louisiana.

WHEREAS, this property was acquired pursuant to Hazard Mitigation Federal Grant number 1603-019-0003 and is located in the municipal boundary of the CITY, and

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

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

WHEREAS, on April 24, 2017 FEMA authorized the PARISH to transfer its full ownership interest in a property located at 2396 Tammy Drive, Sulphur, Louisiana to the CITY, subject to those restrictive covenants set forth in Exhibit A.

NOW THEREFORE, for and in consideration of the cooperative endeavor agreement between the PARISH and the CITY, the PARISH, as the VENDOR, does by these presents hereby grant, sell, and convey unto the CITY, as the VENDEE, with full warranty of title against every person whomsoever lawfully claiming or to claim same, or any part thereof by, through or under the VENDOR, but not otherwise, and with full subrogation to all of the rights and actions of the VENDOR against all former owners and vendors, the following described property, to-wit:

The property located at 2396 Tammy Drive, Sulphur, Louisiana, situated in the Parish of Calcasieu, State of Louisiana with the following legal description:

> Lot Nineteen (19) and the East 7.5 feet of Lot Twenty (20) of Block Ten (10) of Rose Park No. 4, a subdivision of the Southeast Quarter of the Northwest Quarter (SE/4 of NW/4) of Section 1, Township 10 South, Range 10 West, as per plat recorded in Plat Book 13, page 40, records of Calcasieu Parish, Louisiana.

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

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

THUS DONE AND SIGNED on the ____ day of _____ 2019, 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: _____
KEVIN WHITE, PRESIDENT

_____
Printed Witness Name

_____
Witness Signature

_____
Printed Witness Name

_____
NOTARY PUBLIC

_____
Notary Printed/Stamped Name
and Identification Number

THUS DONE AND SIGNED on the ____ day of _____ 2019, in_____, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

_____
Witness Signature

_____
Printed Witness Name

_____
Witness Signature

_____
Printed Witness Name

CITY OF SULPHUR:

BY: _____
MICHAEL E. DANAHAY, MAYOR

_____
NOTARY PUBLIC

_____
Notary Printed/Stamped Name
and Identification Number

EXHIBIT A

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

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

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

WHEREAS, the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency and has entered into a mitigation grant program Grant Agreement dated November 21, 2007 with FEMA and herein incorporated by reference; making it a mitigation grant program grantee.

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

WHEREAS, the Calcasieu Parish Police Jury, acting by and through the Calcasieu Parish Police Jury Officers, has applied for and been awarded federal funds pursuant to an agreement with GOHSEP dated December 17, 2007 ("State-Local Agreement"), and herein incorporated by reference, making it a mitigation grant program subgrantee;

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

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

1. Terms. Pursuant to the terms of the Hazard Mitigation Grant Program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-Local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:

   a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

   b. Structures. No new structures or improvements shall be erected on the Property other than:

      i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;

      ii. A public rest room; or

iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and approved by the FEMA Administrator in writing before construction of the structure begins.

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

c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.

d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.

i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.

ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with

the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

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

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

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

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

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

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

Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.

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

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

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

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

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

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

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

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

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

CALCASIEU PARISH POLICE JURY:

By: _____ 12/1/15
Jennifer H. Cobian — Date
Sub-grantee's Authorized Representative

WITNESSED BY:

By: _____
Amber Downs

By: _____
Natasha Willis

_____
Notary Public

LAURIE T. CORMIER
Notary Public in and for
My Commission is for Life
CALCASIEU PARISH, LA

LAURIE T. CORMIER
Notary Printed/Stamped Name
and Identification Number

PARISH OF CALCASIEU

State of Louisiana

RESOLUTION

BE IT RESOLVED BY THE POLICE JURY OF CALCASIEU PARISH, LOUISIANA, convened in Regular Session on the 18th day of December, 2014, that it does hereby authorize the Parish Administrator, or his designee, to act on behalf of the Parish and to execute any documents related to the day-to-day grant activities for the Hazard Mitigation Grant Program (HMGP) and the Coastal Impact Assistance Program (CIAP), for the calender year 2015.

THUS DONE AND PASSED on the date above inscribed.

* * * * * * * * * * * *

STATE OF LOUISIANA
PARISH OF CALCASIEU

I HEREBY CERTIFY that the foregoing is a true and correct copy of the original resolution as adopted by the Calcasieu Parish Police Jury in Regular Session convened on the 18th day of December, 2014.

IN TESTIMONY WHEREOF, witness my official signature and the seal of the Parish of Calcasieu, Louisiana, on this the 18th day of December, 2014

Kathy P. Smith

Kathy P. Smith, Parish Secretary

OPEN SPACE PROPERTY REQUIREMENTS

Exhibit B

Once a property has been mitigated using FEMA hazard mitigation grant funds or other non-disaster FEMA grant funds, certain requirements must be adhered to with respect to the future use of that property. The following hierarchy of rules must be complied with for such mitigated properties:

(1) Parish or Municipal Zoning Rules
(2) Floodplain Ordinance Requirements
(3) FEMA Mitigation Grant Requirements
(4) Other Local Requirements

The goal of both items 2 and 3 above is to have minimal impact on the floodplain in order to allow the natural drainage flow characteristics of the property and surrounding area to remain as natural as possible. In accordance with that goal and with respect to leases for properties acquired utilizing FEMA disaster or non-disaster grant funds, a decision has been made that no manufactured homes, manufactured offices, recreational camping vehicles, etc. will be allowed to remain on the lease property even if they are movable and/or temporarily stored on the leased premises. While there may be some leeway with the grant regulations regarding recreational camping vehicles, a decision has been made that anything indicative of residential occupancy of the property will not be permitted on any open space leased property. This is a more restrictive provision that falls under item 4 above.

In addition, no other storage equipment that impedes the flow of flood waters will be allowed therefore storage containers with four walls, or anything similar in nature, are not allowed to be located on the open space leased property. While this is both a floodplain and grant requirement, zoning rules may also prevent certain activity on the open space leased property. For example, if the open space leased property is located in the unincorporated area of the Parish and zoned "R1" then no accessory building, manufactured home or extension of a commercial business may take place in this area regardless of the floodplain and/or grant requirements. The storage of any other eligible items must be movable, temporary in nature and in no way connected to the operation of a commercial or governmental facility.

With respect to fences, the grant and floodplain requirements are applicable which state that fences and all other obstructions located in a floodway are prohibited. Fences outside of the floodway must be designed to minimize the trapping of debris. The Parish Floodplain Manager must approve fences placed on any open space leased property. Wooden privacy fences will trap debris; therefore they will not be approved. Chain link fences are possible but must be approved before installation. Any fences installed on open space leased property with the approval of the Parish Floodplain Manager must be removed upon termination of the lease at the expense of the lessee and the property must be returned to its previous pre-lease condition. The Parish will inspect the property upon termination of the lease and any deficiencies identified will be communicated to the previous lessee.

Other examples of ineligible use of open space leased property include but are not limited to: immovable vehicles, above or below ground pumping or storage tanks, flood control structures such as levees, dikes or floodwalls, paved surfaces or impervious parking areas, etc. Examples of allowable uses include vegetable or agricultural cultivations, grazing, public picnic shelters/pavilions/gazebos (no walls), unpaved access roads or driveways, small boat ramps previously approved, extensions of neighboring back yards, etc.

Any electrical connection on the property must be approved by the Parish Floodplain Manager. Certain electrical exceptions related to non-residential use may be approved but must be in compliance with the above four requirements. Permitting may be required and will be strictly enforced as to any limitations of approved uses.

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING MAYOR MIKE DANAHAY TO SIGN COOPERATIVE ENDEAVOR AGREEMENT WITH CALCASIEU PARISH POLICE JURY TO ACCEPT 100% OWNERSHIP OF 2400 MARY ANN DRIVE (HAZARD MITIGATION FEDERAL GRANT #1603-019-0026)

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 Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury to accept 100% ownership of 2400 Mary Ann Drive (Hazard Mitigation Federal Grant #1603-019-0026), more particularly described as follows:

LOT NINE (9) AND THE WEST 10 FEET OF LOT EIGHT (8) OF BLOCK EIGHT (8) OF ROSE PARK NO. 4, A SUBDIVISION IN THE SOUTHEAST QUARER OF THE NORTHWEST QUARTER (SE/4 OF NW/4) OF SECTION 1, TOWNSHIP 10 SOUTH, RANGE 10 WEST, AS PER PLAT RECORDED IN PLAT BOOK 13, PAGE 40, RECORDS OF CALCASIEU PARISH, LOUISIANA.

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

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

APPROVED AND ADOPTED by
City Council of the City of
Sulphur, Louisiana, on this ____
day of _____, 2019.

_____
DRU ELLENDER, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this ____ day of _____, 2019, 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 _____, 2019, 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 _____ 2019, by and between the CALCASIEU PARISH POLICE JURY, hereinafter referred to as "PARISH" or the "TRANSFEROR," a political subdivision of the State of Louisiana, represented herein by its duly authorized President, Kevin White, and the CITY OF SULPHUR, hereinafter referred to as "CITY" or the "TRANSFEREE," a political subdivision of the State of Louisiana, and represented herein by its duly authorized Mayor, Michael E. Danahay, who do declare and agree as follows:

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

WHEREAS, the PARISH is the owner, of a one hundred percent (100%) ownership interest in a property located at 2400 Mary Ann Drive, Sulphur, Louisiana, a parcel of land described as follows:

> Lot Nine (9) and the West 10 feet of Lot Eight (8) of Block Eight (8) of Rose Park No. 4, a subdivision in the Southeast Quarter of the Northwest Quarter (SE/4 of NW/4) of Section 1, Township 10 South, Range 10 West, as per plat recorded in Plat Book 13, page 40, records of Calcasieu Parish, Louisiana.

WHEREAS, this property was acquired pursuant to Hazard Mitigation Federal Grant number 1603-019-0026 and is located in the municipal boundary of the CITY, and

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

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

WHEREAS, on April 24, 2017, FEMA authorized the PARISH to transfer its full ownership interest in a property located at 2400 Mary Ann Drive, Sulphur, Louisiana to the CITY, subject to those restrictive covenants set forth in Exhibit A.

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

> The property located at 2400 Mary Ann Drive, Sulphur, Louisiana, situated in the Parish of Calcasieu, State of Louisiana with the following legal description:
>
> Lot Nine (9) and the West 10 feet of Lot Eight (8) of Block Eight (8) of Rose Park No. 4, a subdivision in the Southeast Quarter of the Northwest Quarter (SE/4 of NW/4) of Section 1, Township 10 South, Range 10 West, as per plat recorded in Plat Book 13, page 40, records of Calcasieu Parish, Louisiana.

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

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

THUS DONE AND SIGNED on the ____ day of _____ 2019, 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: _____
KEVIN WHITE, PRESIDENT

_____
Printed Witness Name

_____
Witness Signature

_____
Printed Witness Name

_____
NOTARY PUBLIC

_____
Notary Printed/Stamped Name
and Identification Number

THUS DONE AND SIGNED on the ____ day of _____ 2019, in_____, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

_____
Witness Signature

_____
Printed Witness Name

_____
Witness Signature

_____
Printed Witness Name

CITY OF SULPHUR:

BY: _____
MICHAEL E. DANAHAY, MAYOR

_____
NOTARY PUBLIC

_____
Notary Printed/Stamped Name
and Identification Number

EXHIBIT A

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

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

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

WHEREAS, the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency and has entered into a mitigation grant program Grant Agreement dated August 24, 2015 with FEMA and herein incorporated by reference; making it a mitigation grant program grantee.

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

WHEREAS, the Calcasieu Parish Police Jury, acting by and through the Calcasieu Parish Police Jury's Elected Officials, has applied for and been awarded federal funds pursuant to an agreement with GOHSEP dated January 28, 2016 ("State-Local Agreement"), and herein incorporated by reference, making it a mitigation grant program subgrantee;

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

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

1. Terms. Pursuant to the terms of the Hazard Mitigation Grant Program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-Local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:

   a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

   b. Structures. No new structures or improvements shall be erected on the Property other than:

      i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;

      ii. A public rest room; or

      iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and

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

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

c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.

d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.

   i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.

   ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CALCASIEU PARISH POLICE JURY:

By: _____ 2/10/16
Jennifer H. Cobian
Sub-grantee's Authorized Representative

Date

WITNESSED BY:

By: _____
Natasha Willis

By: _____
Amber Dawns

_____
Notary Public
Is My Notary Public
State Of Louisiana
Notary Seal
CAROLYN S. RASHALL
Notary ID # 08220
Notary Public Is For Life
Notary Printed Stamped Name
and Identification Number

Exhibit B

OPEN SPACE PROPERTY REQUIREMENTS

Once a property has been mitigated using FEMA hazard mitigation grant funds or other non-disaster FEMA grant funds, certain requirements must be adhered to with respect to the future use of that property. The following hierarchy of rules must be complied with for such mitigated properties:

(1) Parish or Municipal Zoning Rules
(2) Floodplain Ordinance Requirements
(3) FEMA Mitigation Grant Requirements
(4) Other Local Requirements

The goal of both items 2 and 3 above is to have minimal impact on the floodplain in order to allow the natural drainage flow characteristics of the property and surrounding area to remain as natural as possible. In accordance with that goal and with respect to leases for properties acquired utilizing FEMA disaster or non-disaster grant funds, a decision has been made that no manufactured homes, manufactured offices, recreational camping vehicles, etc. will be allowed to remain on the lease property even if they are movable and/or temporarily stored on the leased premises. While there may be some leeway with the grant regulations regarding recreational camping vehicles, a decision has been made that anything indicative of residential occupancy of the property will not be permitted on any open space leased property. This is a more restrictive provision that falls under item 4 above.

In addition, no other storage equipment that impedes the flow of flood waters will be allowed therefore storage containers with four walls, or anything similar in nature, are not allowed to be located on the open space leased property. While this is both a floodplain and grant requirement, zoning rules may also prevent certain activity on the open space leased property. For example, if the open space leased property is located in the unincorporated area of the Parish and zoned "R1" then no accessory building, manufactured home or extension of a commercial business may take place in this area regardless of the floodplain and/or grant requirements. The storage of any other eligible items must be movable, temporary in nature and in no way connected to the operation of a commercial or governmental facility.

With respect to fences, the grant and floodplain requirements are applicable which state that fences and all other obstructions located in a floodway are prohibited. Fences outside of the floodway must be designed to minimize the trapping of debris. The Parish Floodplain Manager must approve fences placed on any open space leased property. Wooden privacy fences will trap debris; therefore they will not be approved. Chain link fences are possible but must be approved before installation. Any fences installed on open space leased property with the approval of the Parish Floodplain Manager must be removed upon termination of the lease at the expense of the lessee and the property must be returned to its previous pre-lease condition. The Parish will inspect the property upon termination of the lease and any deficiencies identified will be communicated to the previous lessee.

Other examples of ineligible use of open space leased property include but are not limited to: immovable vehicles, above or below ground pumping or storage tanks, flood control structures such as levees, dikes or floodwalls, paved surfaces or impervious parking areas, etc. Examples of allowable uses include vegetable or agricultural cultivations, grazing, public picnic shelters/pavilions/gazebos (no walls), unpaved access roads or driveways, small boat ramps previously approved, extensions of neighboring back yards, etc.

Any electrical connection on the property must be approved by the Parish Floodplain Manager. Certain electrical exceptions related to non-residential use may be approved but must be in compliance with the above four requirements. Permitting may be required and will be strictly enforced as to any limitations of approved uses.

ORDINANCE NO. _____ M-C SERIES

ORDINANCE ENTERING INTO AND AUTHORIZING MAYOR DANAHAY TO EXECUTE SOLID WASTE CONTRACT.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Mike Danahay to enter into and execute a solid waste contract.

BE IT FURTHER ORDAINED that this Ordinance shall become effective July 1, 2019, 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
_____, 2019.

_____
DRU ELLENDER, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this ____ day of _____, 2018, 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 _____, 2018, the foregoing ordinance which has approved/vetoed by the Mayor.

_____
ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

Resolution accepting the streets and right-of-way in Mimosa Park Subdivision Phase II into city's maintenance system.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby accept the following streets and right-of-way in Mimosa Park Subdivision Phases II into the city's maintenance system:

Windsor Woods
Rayner Drive
Oak Hampton Drive
Pipers Lane
Haygood Drive

APPROVED AND ADOPTED by the City Council of the City of Sulphur, Louisiana, on this _____ day of _____, 2019.

_____
DRU ELLENDER, Chairman

ATTEST:

_____
ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

Resolution appointing a member to the Land Use Commission for District 4.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby appoint Robin Baudoin to the Land Use Commission for District 4 to fill the unexpired term of Bill McMullen. Term runs concurrent with City Council.

APPROVED AND ADOPTED by the City Council of the City of Sulphur, Louisiana on this _____ day of _____, 2019.

_____
DRU ELLENDER, Chairman

ATTEST:

_____
ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

Resolution authorizing the advertisement of bids for Verdine Water Plant New Ground Storage Tank.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize advertisement of bids for Verdine Water Plant New Ground Storage Tank, said bids to be in accordance with the quantities and specifications on file at the following locations:

Meyer and Associates located at 600 Cities Service Hwy. Sulphur LA 70663
Online at BidXpress.

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

NOTICE TO BIDDERS

Separate and sealed bids for the advertisement of bids for Verdine Water Plant New Ground Storage Tank will be received by the Clerk of the Council until 11:00 a.m. on the 11th day of April, 2019, at which time bids will be opened and read aloud in an open and public bid opening session to be conducted by the Director of Public Works in the Conference Room at the City Hall, and the City Council shall at a regular meeting on the 29th day of April, 2019, at 5:00 p.m. proceed to award the bid to the lowest bidder, to waive irregularities, or to reject any and all bids, or otherwise proceed thereto as provided by law. Work classification is Municipal & Public Works Construction. A Bidding Document deposit of $50 is required. Bidders must obtain an original set of electronic or paper BIDDING DOCUMENTS from the Owner or the Engineer in order to submit a bid.

CITY OF SULPHUR, LOUISIANA
BY_____
DRU ELLENDER, Chairman

BE IT FURTHER RESOLVED that the City Council of the City of Sulphur, Louisiana will meet in open and public session at the regular place in the Council Chambers at City Hall on the 29th day of April, 2019, at 5:00 p.m. and shall then and there proceed to award the bids to the lowest bidder or to reject any and all bids, otherwise proceed thereto as provided by law.

APPROVED AND ADOPTED by the City Council of the City of Sulphur, Louisiana, on this _____ day of _____, 2019.

_____
DRU ELLENDER, Chairman

ATTEST:

_____
ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

Resolution authorizing the advertisement of bids for Upgrade Regional Sewerage Pump Stations, Phase II, Arizona Pump Station.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize advertisement of bids for Upgrade Regional Sewerage Pump Stations, Phase II, Arizona Pump Station, said bids to be in accordance with the quantities and specifications on file at the following locations:

Meyer and Associates located at 600 Cities Service Hwy. Sulphur LA 70663
City of Sulphur, 101 North Huntington Street, Sulphur, LA 70663
Online at BidXpress.

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

NOTICE TO BIDDERS

Separate and sealed bids for the advertisement of bids for Upgrade Regional Sewerage Pump Stations, Phase II, Arizona Pump Station, City of Sulphur; MA Project No. A9-15003-DB will be received by the Clerk of the Council until 11:00 a.m. on the 17th day of April, 2019, at which time bids will be opened and read aloud in an open and public bid opening session to be conducted by the Director of Public Works in the Conference Room at the City Hall, and the City Council shall at a regular meeting on the 29th day of April, 2019, at 5:00 p.m. proceed to award the bid to the lowest bidder, to waive irregularities, or to reject any and all bids, or otherwise proceed thereto as provided by law. Work consists of the construction of a new sewer pump station including sitework, excavation and fill, reinforced concrete wet well structure, vertical turbine solids handling sewage pumps, piping, valves, electrical switchgear and pump controls, and prefabricated electrical switchgear and controls building. A Bidding Document deposit of $150 is required. Bidders must obtain an original set of electronic or paper BIDDING DOCUMENTS from the Owner or the Engineer in order to submit a bid.

CITY OF SULPHUR, LOUISIANA
BY_____
DRU ELLENDER, Chairman

BE IT FURTHER RESOLVED that the City Council of the City of Sulphur, Louisiana will meet in open and public session at the regular place in the Council Chambers at City Hall on the 29th day of April, 2019, at 5:00 p.m. and shall then and there proceed to award the bids to the lowest bidder or to reject any and all bids, otherwise proceed thereto as provided by law.

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____, 2019.

_____
DRU ELLENDER, Chairman

ATTEST:

_____
ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

Resolution authorizing the advertisement of bids for Replacement of Rotary Drum Screen.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize advertisement of bids for Replacement of Rotary Drum Screen, said bids to be in accordance with the quantities and specifications on file with Meyer and Associates located at 600 Cities Service Hwy. Sulphur LA 70663 or online at BidXpress.

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

NOTICE TO BIDDERS

Separate and sealed bids for the advertisement of bids for Replacement of Rotary Drum Screen will be received by the Clerk of the Council until 11:00 a.m. on the 13th day of May, 2019, at which time bids will be opened and read aloud in an open and public bid opening session to be conducted by the Director of Public Works in the Conference Room at the City Hall, and the City Council shall at a regular meeting on the 13th day of May, 2019, at 5:30 p.m. proceed to award the bid to the lowest bidder, to waive irregularities, or to reject any and all bids, or otherwise proceed thereto as provided by law. Bids are also available electronically at www.bidexpress.com; free membership is required to access. Said bids to be in accordance with the quantities and specifications on file with Meyer and Associates located at 600 Cities Service Hwy., Sulphur LA 70663 or online at BidXpress.

CITY OF SULPHUR, LOUISIANA
BY_____
DRU ELLENDER, Chairman

BE IT FURTHER RESOLVED that the City Council of the City of Sulphur, Louisiana will meet in open and public session at the regular place in the Council Chambers at City Hall on the 13th day of May, 2019, at 5:30 p.m. and shall then and there proceed to award the bids to the lowest bidder or to reject any and all bids, otherwise proceed thereto as provided by law.

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____, 2019.

_____
DRU ELLENDER, Chairman

RESOLUTION NO. , M-C SERIES

Resolution approving liquor license for Touchdown Sports Grill located at 2020 Ruth 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 Touchdown Sports Grill located at 2020 Ruth Street.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2019.

_____
DRU ELLENDER, 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: Touchdown Sports Grill

Owner: Auroraeh, Inc

Business Location: 2020 Ruth St

Date of Application: March 1 2019

Class: ☒ A ☐ B Content: ☒ High ☒ Low

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

City of Sulphur Issuance Agent: Jarrin Parker

Director of Finance: Jennifer Than ☒ Recommend ☐ Deny

City Council Approval: ☐ ACCEPTED ☐ DENIED

Council Representative Signature _____

Date: _____

Special Comments: _____

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

Keith Berry, Director

Mike Danahay, Mayor

RECEIVED
MAR 01 2019
BY: Parker

City of Sulphur
Liquor License Application

Name of Business: Touchdown Sports Grill

Location of Business: 2020 Ruth St Sulphur, LA 70663

Legal Name of Owner: Auroraeh, Inc.

Home/Corp Address: 19049 Hwy 102 Jennings, LA 70546

Mailing Address: 2020 Ruth St Sulphur, LA 70663

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

Is the business to be conducted wholly by you or by more than one representative? more than one

Federal Tax #: 82-3514926 La. State Tax #: 1893147-001

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 walks, 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

LOUISIANA
DEPARTMENT *of* REVENUE

AURORACH INC
LA RUMBA MEXICAN GRILL
1132 VETERANS MEMORIAL DR
ABBEVILLE LA 70510-3128

Date of Notice:	February 22, 2019
Letter ID:	L1200275680
Account ID:	1893147-001-400
Tax Type:	Sales

State Sales Tax Clearance Certificate
For Office of Alcohol and Tobacco Control

Louisiana Revised Statutes 26:78, 26:80, 26:278 and 26:280 provide that the Louisiana Department of Revenue and the local sales tax collection agency or agencies issue a clearance for sales tax purposes before a state Alcoholic Beverage and/or Beer Permit(s) is issued.

This document certifies that you are current in filing and paying your state and/or local sales taxes. This Sales Tax Clearance Certificate must be attached to your Alcoholic Beverage and/or Beer Permit application and submitted to the Office of Alcohol and Tobacco Control of the Louisiana Department of Revenue, and the local Office of Alcoholic Beverage Control.

Clearance will expire one year from date issued

Date:	February 22, 2019
Department of Revenue Account Number:	1893147-001
Federal Identification Number:	823514926
State ATC Permit Number:	0000221162
Local Sales Tax Agency Account Number:	
Local ABC Permit Number:	
Location Address of Applicant:	1132 VETERANS MEMORIAL DR ABBEVILLE LA 70510-3128

I hereby certify that the above listed taxpayer is current in filing and paying all required sales tax returns and taxes.

	Signature	Title	Date
State		Director	February 22, 2019
Local			

Sales and Use Tax Department
PO Drawer 2050; 2439 6th Street Lake Charles, LA 70602-2050
Calcasieu Parish School Board
BUILDING A FOUNDATION FOR THE FUTURE
www.calcasieusalestax.org
(337) 217-4280 Fax (337) 217-4281
Karl Bruchhaus, Superintendent

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 <u>IN ADDITION</u> TO THE LOCAL CLEARANCE.

****

Calcasieu Parish Taxpayer Number: 00052670

Social Security Number or FEIN: 823514926

LA Department of Revenue & Taxation No:

Taxpayer Name: Aurorach Inc

Trade Name (if different): Touchdown Sports Grill

Location Address: 2020 Ruth St
Sulphur LA 70663

Mailing Address: 19049 Hwy 102
Jennings LA 70546

****

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.

D Peters // CLERK // 02.21.19

Authorized Signature — *Title* — *Date*
Calcasieu Parish Sales & Use Tax Department

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

Jarrin Parker

From: Melanie Dyson
Sent: Friday, March 01, 2019 2:33 PM
To: Jarrin Parker
Subject: RE: Touchdowns Sports Grill background checks

All subjects are clear.

Melanie Dyson
Records Clerk
Phone # 337-527-4555

-----Original Message-----
From: Jarrin Parker <jparker@sulphur.org>
Sent: Friday, March 01, 2019 10:06 AM
To: Melanie Dyson <mdyson@sulphur.org>
Cc: Erin Dalrymple <edalrymple@sulphur.org>
Subject: Touchdowns Sports Grill background checks

Please see attached.

Thanks,

Jarrin Parker
License Coordinator
P O Box 1309
Sulphur, La. 70664
(337) 527-4517

RESOLUTION NO. , M-C SERIES

Resolution authorizing Mayor Mike Danahay to settle lawsuit.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Mike Danahay to settle the following lawsuit:

VITTORIA CORNELLA
VS. 18-1146
ATLANTIC SPECIALTY, ET AL

APPROVED AND ADOPTED by the City Council of the City of Sulphur, Louisiana, on this _____ day of _____, 2019.

_____
DRU ELLENDER, Chairman

ATTEST:

_____
ARLENE BLANCHARD, Clerk