

AGENDA
SULPHUR CITY COUNCIL MEETING
MONDAY, APRIL 8, 2019 AT 5:30 P.M.

THERE WILL BE A REGULAR MEETING OF THE SULPHUR CITY COUNCIL **MONDAY, APRIL 8, 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

1. PRESENTATION by Armed Forces Committee. I04-19 (Dru Ellender)
2. PUBLIC HEARING on ordinance granting a rezone to Shannon Properties, LLC, from Mixed Residential to Business, 701 East Napoleon Street (southwest portion) to allow for ice and water distribution to area businesses. ORD28-19 (Melinda Hardy)
3. RULE TO SHOW CAUSE for the condition of the following address:
 - a. To condemn building or structure located at 222 West Thomas Street, in accordance with Article IX, Section 5-286 through 5-296. (Mike Koonce)
4. PUBLIC HEARING on 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). ORD29-19 (Mayor Danahay)
5. PUBLIC HEARING on 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). ORD30-19 (Mayor Danahay)
6. PUBLIC HEARING on ordinance abandoning a 50-foot strip of property on north end of Mathew Street extension (North of West Napoleon Street). ORD31-19 (Mayor Danahay)
7. RESOLUTION approving liquor license for West Cal Arena for Simien Stables Trailride & Scholarship. RES16-19 (Mayor Danahay)

8. RESOLUTION authorizing the advertisement of bids for 65 Regulators for the Fire Department. RES17-19 (Mayor Danahay)
9. RESOLUTION appointing Veronica Allison to the Land Use Commission to fill the unexpired term of Mike Moore. RES18-19 (Melinda Hardy)
10. RESOLUTION approving liquor license for More 4 Less #45, 3350 Maplewood Drive. RES19-19 (Mayor Danahay)
11. Consideration of going into Executive Session to discuss the following claim:

Victory Worship Center
Claim No. 1348087
12. RESOLUTION authorizing Mayor Danahay to settle the following claim:

Victory Worship Center
Claim No. 1348087
13. Public Comment. **3 MINUTES PER SPEAKER - ONLY SPEAK 1 TIME PER ITEM**

ADJOURNMENT

The next regular City Council meeting will be held on Monday, May 13, 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.

LAND USE VOTED UNANIMOUSLY FOR ADOPTION

ORDINANCE NO. _____ M-C SERIES

ORDINANCE GRANTING A REZONE TO SHANNON PROPERTIES, LLC,
FROM MIXED RESIDENTIAL TO BUSINESS 701 EAST NAPOLEON STREET,
TO ALLOW FOR ICE AND WATER DISTRIBUTION TO AREA BUSINESSES.

WHEREAS, Shannon Properties, LLC, has submitted application to rezone from Mixed Residential to Business District with the following stipulation:

Ingress/Egress for 18-wheelers shall be kept off Elm Street

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 Shannon Properties, LLC, from Mixed Residential to Business District for the following described property to wit:

Lot 9 of Blk A of George Lock Subdivision

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 by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a rezone to Shannon Properties, LLC, from Mixed Residential to Business for property located at 701 East Napoleon Street, to allow for ice and water distribution to area businesses.

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 ____.

I HEREBY CERTIFY that I have received
from the Mayor at ____ o'clock ____.
on this _____ day of _____,
2019, the foregoing ordinance which has
approved/vetoed by the Mayor.



CITY OF SULPHUR

APPLICATION FOR

DEVELOPMENT APPROVAL

Date Received

3/6/19

\$50.00 Fee (Non-Refundable)

pd.

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

PRINT NAME

DATE

PROPERTY OWNER INFORMATION

Name of Property Owner

Shannon Properties, LLC

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

Mailing Address:

PO Box 631, Morgan City, LA 70381

Email:

larry@larryturnerproperties.com

Phone Number (H)

337.540.1916

(W)

337.474.2185

(C)

PROPERTY INFORMATION

Location Address:

701 E Napoleon Street and 204 Willow, Sulphur, LA 70663

Present Zoned Classification:

Business & Mixed Residential

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

See attached parcel report

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 MLB

☒ REZONE

☐ EXCEPTION

☐ SUBDIVISION

☐ BILLBOARD

☐ PRE. PLAT

☐ FINAL PLAT

☐ DOES REZONE REQUIRE FENCING

REQUEST INFORMATION

Zoning Change: From Business & Mixed Residential To Commercial

Purpose of Request: Building will be used for ice & drinking water distribution to area businesses.

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: Maurice D Shannon IV

Date: 3/6/2019 | 3:32 PM CST

1. Is site located within the City Limits?

Yes

No

N/A

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

X

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

X

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

X

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

X

6. Is property within a designated flood hazard area?

X

Flood zone classification

X

bfe

ft.



Memo

To: Land Use Commissioners

From: Stacy Dowden *SD*
Director of Public Works

cc: Arlene Blanchard, Mayor Mike Danahay

Date: March 8, 2019

Re: Item 2: Resolution granting a rezone to *Shannon Properties* SMW Project, Inc., from Mixed Residential to Business, 701 East Napoleon Street (southeast portion) to allow for ice and water distribution to area business.

Recommendation:

Approval of rezone with stipulations

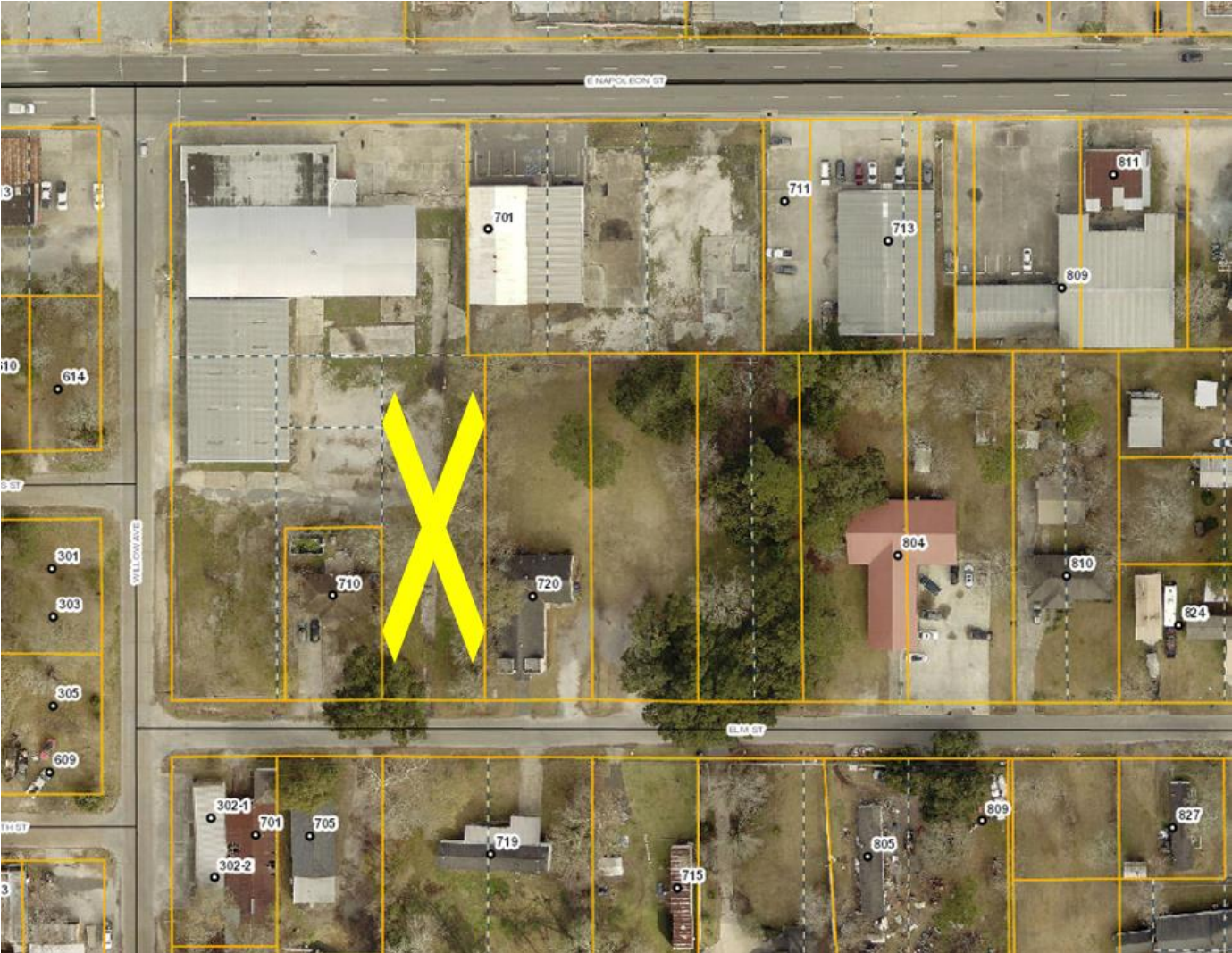
Application:

Stipulations should be placed that limit truck access to Willow and E. Napoleon Street.

No Truck access on Elm Street.













ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING MAYOR MIKE DANAHAAY 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:

CITY OF SULPHUR:

Witness Signature

BY: _____

MICHAEL E. DANAHAAY, MAYOR

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

EXHIBIT A

In reference to the property or properties ("Property") conveyed by the Deed between 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: Jennifer H. Cobian
Jennifer H. Cobian
Sub-grantee's Authorized Representative

12/1/15
Date

WITNESSED BY:

By: Amber Downs
Amber Downs

By: Natasha Willis
Natasha Willis

Laure T. Cormier
Notary Public

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



PARISH OF  CALCASIEU
State of Louisiana
RESOLUTION

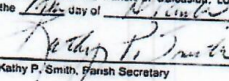
BE IT RESOLVED BY THE POLICE JURY OF CALCASIEU PARISH,
LOUISIANA, convened in Regular Session on the 18th day of December, 2014, that
it does hereby authorize the Parish Administrator, or his designee, to act on behalf
of the Parish and to execute any documents related to the day-to-day grant activities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

CITY OF SULPHUR:

Witness Signature

BY: _____
MICHAEL E. DANAHAAY, MAYOR

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

EXHIBIT A

In reference to the property or properties ("Property") conveyed by the Deed between Derick Heath and Elise Briann 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: Jennifer H. Cobian
Jennifer H. Cobian
Sub-grantee's Authorized Representative

2/10/16
Date

WITNESSED BY:

By: Natasha Willis
Natasha Willis

By: Amber Downs
Amber Downs

Carolyn S. Rashall
Notary Seal
CAROLYN S. RASHALL
Notary ID # 08220
Notary Printed Name
and Identification Number

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 ABANDONING A 50-FOOT STRIP OF PROPERTY ON THE
NORTH END OF MATHEW STREET EXTENSION – PROPERTY BETWEEN
618 AND 700 WEST NAPOLEON STREET.

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

The following described portion of right-of-way located in the City of Sulphur be abandoned by the City of Sulphur inasmuch as its use has been abandoned and is not required for public use:

That strip of property which lies on the north side of West Napoleon Street and which lies between 618 and 700 West Napoleon Street (see attached map).

The right-of-way which lies between the following described properties shall be divided into two equal parts and parallel strips:

618 West Napoleon Street

A certain piece or portion of ground, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, advantages and appurtenances belonging or in anywise appertaining, situated in the Parish of Calcasieu, State of Louisiana, Lots Five (5), Six (6), Seven (7) and Eight (8) of Block “V” of the City of Sulphur, Louisiana, as per plat recorded in Conveyance Book 27 at page 67, records of Calcasieu Parish, Louisiana, said Block “V” being bounded on the East by Second Street, on the South by Napoleon Street, on the West by Second [sic] Street, and on the North by Railroad property.

700 West Napoleon Street

A certain piece or portion of ground, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, advantages and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Calcasieu, State of Louisiana, Lots One (1) and Six (6) of Block IV of the Town of Sulphur, Louisiana, a subdivision of the South Half of the Northwest Quarter (S/2 of NW/4) of Section Thirty-Four (34), Township Nine (9) South, Range Ten (10) West, as per plat recorded in the Conveyance Book 27 at page 67, records of Calcasieu Parish, Louisiana, together with all buildings and improvements situated thereon, said Block IV being bounded on the South by U.S. Highway 90, on the East by First Street and on the North by Railroad right-of-way, said Lots One (1) and Six (6) being further described as follows:

Commencing at the Southeast corner of said Block IV, thence North 200 feet, thence West 50 feet, thence South 200 feet, thence East 50 feet to the point of commencement.

BE IT FURTHER ORDAINED that the ownership of all the soil covered and embraced in the described right-of-way shall revert to the present owner or owners of the land contiguous thereto.

BE IT FURTHER ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby abandon a 50-foot strip of property on the north end of Mathew Street extension – north of West Napoleon Street

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

APPROVED AND ADOPTED by
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



RESOLUTION NO. _____, M-C SERIES

Resolution approving liquor license for West Cal Arena for Simien Stables Trailride & Scholarship.

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 West Cal Arena for Simien Stables Trailride & Scholarship.

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: West Cal Arena

Owner: West Calcasieu Parish Community Center

Business Location: 401 Arena Rd

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 [Signature]

Director of Finance [Signature]

☒ Recommend ☐ Deny

City Council Approval: ☐ ACCEPTED ☐ DENIED

Council Representative Signature _____

Date: _____

Special Comments: _____



Keith Berry, Director



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



Mike Danahay, Mayor

CITY OF SULPHUR SPECIAL EVENT PERMIT

CLASS "A"
LOW CONTENT ☒
HIGH CONTENT ☒

Name of Organization: West Calcasieu Parish Community Center

Type of Organization: Civic ☐ Religious ☐ Non-Profit ☒ For-Profit ☐

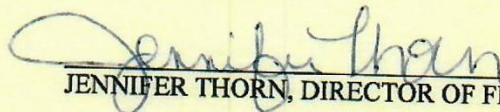
Address: 401 Arena Rd

having paid to the Corporation of the City of Sulphur, Louisiana, the sum of \$ _____

is hereby licensed to pursue the occupation as dealer of alcoholic beverages designed for the
period of 04-26-2019 through 04-28-2019 not to exceed three
consecutive days.

Less than 6% Alcohol Content (Low Content)
More than 6% Alcohol Content (High Content)

THIS PERMIT MUST BE POSTED CONSPICUOUSLY DURING THE EVENT


JENNIFER THORN, DIRECTOR OF FINANCE

FAITH



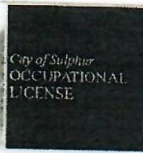
FAMILY



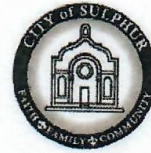
COMMUNITY



Keith Berry, Director



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



Christopher L. Duncan, Mayor

Special Event Permit Application

Application is for High Content ☒ Low Content ☐

RECEIVED
MAR 01 2019

1. Name of Event Simien Stables Trailride + School
2. Event Location West Cal Arena
3. Legal Name of Organization West Calcasieu Parish County Center
4. Mailing Address 401 Arena Rd, Sulphur, LA 70665
5. Home/Corp Address _____
6. Business Telephone 337-528-9378 Home/Corp _____
7. Type of Organization: Must attach 501(c) 3 tax exemption

Civic _____ Religious _____ Non-profit ☒ For-profit _____

give names of contact persons or principal officers

Adrian Moreno, Exec Director

8. Event Dates (Not to exceed 3 consecutive days) 4/26/19 - 4/28/19
9. Describe in detail the type of event activity or service you will perform
Parade + Zydeco Music, will
serve High Content + Low Content
beverage during concert. A parade
will run on Sunday.

I AFFIRM THAT THE INFORMATION GIVEN ON THIS APPLICATION IS TRUE AND CORRECT.

Signature of applicant

Title

Tax id #/ssn

[Signature]
Executive Director
72-1274407

FAITH ♦ FAMILY ♦ COMMUNITY

Jarrin Parker

From: Melanie Dyson
Sent: Friday, March 01, 2019 2:32 PM
To: Jarrin Parker
Subject: RE: Background checks for Semien Stables

Subject Is clear.

Melanie Dyson
Records Clerk
Phone # 337-527-4555

-----Original Message-----

From: Jarrin Parker <jparker@sulphur.org>
Sent: Friday, March 01, 2019 10:05 AM
To: Melanie Dyson <mdyson@sulphur.org>
Cc: Erin Dalrymple <edalrymple@sulphur.org>
Subject: Background checks for Semien Stables

Please see attached for background checks.

Thanks,

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

RESOLUTION NO. _____, M-C SERIES

Resolution authorizing the advertisement of bids for 65 Regulators for the Fire Department.

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 65 Regulators for the Fire Department, said bids to be in accordance with the quantities and specifications on file with City of Sulphur Purchasing Department, 101 North Huntington Street, 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 65 Regulators for the Fire Department will be received by the Clerk of the Council until 10:00 a.m. on the 1st 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 Finance 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 the City of Sulphur Purchasing Department, 101 North Huntington Street, 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 appointing a member to the Land Use Commission for District 3.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby appoint Veronica Allison to the Land Use Commission for District 3 to fill the unexpired term of Mike Moore. 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 approving liquor license for More 4 Less #45, 3350 Maplewood Drive.

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 More 4 Less #45, 3350 Maplewood 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



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: More 4 Less #45

Owner: Maplewood Shoppers Place Inc.

Business Location: 3350 Maplewood Dr

Date of Application: 03/18/2019

Class: ☐ A ☐ B

Content: ☐ High ☐ Low

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

City of Sulphur Issuance Agent: *Jason Parker*

Director of Finance _____

☐ Recommend ☐ Deny

City Council Approval: ☐ ACCEPTED ☐ DENIED

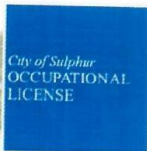
Council Representative Signature _____

Date: _____

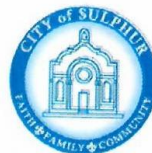
Special Comments: _____



Keith Berry, Director



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



Christopher L. Duncan, Mayor

RECEIVED
MAR 18 2019

BY: Parker

City of Sulphur
Liquor License Application

Name of Business: More 4 Less 45
Location of Business: 3350 Maplewood Drive Sulphur LA
Legal Name of Owner: Maplewood Shoppers Place INC
Home/Corp Address: 2211 Ryan St LKCH LA 70601
Mailing Address: 2211 Ryan St. LKCH, LA 70601
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? NO
Federal Tax #: 83-3349032 La. State Tax #: 209 7544 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

Jarrin Parker

From: Melanie Dyson
Sent: Monday, April 01, 2019 12:26 PM
To: Jarrin Parker
Subject: RE: More 4 Less #45 Background checks

Subjects are clear.

Melanie Dyson
Records Clerk
Phone # 337-527-4555

-----Original Message-----

From: Jarrin Parker <jparker@sulphur.org>
Sent: Monday, April 01, 2019 9:53 AM
To: Melanie Dyson <mdyson@sulphur.org>
Subject: More 4 Less #45 Background checks

Please see attached.

Thank you,

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

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Sales and Use Tax Department

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

Calcasieu Parish School Board

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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 Alcohol/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 Alcohol/Beverage Control permit application in all instances, whether initial or renewal, and submitted to the Office of Alcohol and Tobacco Control.

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

Calcasieu Parish Taxpayer Number: 00053048

Social Security Number or FEIN: 83-3349032

LA Department of Revenue & Taxation No: 2097544-001

Taxpayer Name: Maple Wood Shoppers Place Inc

Trade Name (if different): More 4 Less #45

Location Address: 3350 Maplewood Dr Sulphur, LA 70663

Mailing Address: 2211 Ryan St Lake Charles, LA 70601

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.



Authorized Signature
Calcasieu Parish Sales & Use Tax Department

Title

Date

F032/(5/2017)

REPRESENTING

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

LOUISIANA Post Office Box 201
DEPARTMENT of REVENUE Baton Rouge, LA 70821-0201



MAPLE WOOD SHOPPERS PLACE INC
MAPLE WOOD SHOPPERS PLACE
3350 MAPLEWOOD DR
SULPHUR LA 70663-6206

Date of Notice: 04-Mar-2019
Letter ID: L1601220832
Account ID: 2097544-001-400
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: 04-Mar-2019

Department of Revenue Account Number: 2097544-001

Federal Identification Number: 833349032

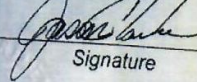
State ATC Permit Number:

Local Sales Tax Agency Account Number:

Local ABC Permit Number:

Location Address of Applicant: 3350 MAPLEWOOD DR
SULPHUR LA 70663-6206

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

| | | | |
|-------|--|-------------------|------------------------|
| State |  Signature | Director Title | March 04, 2019 Date |
| Local | Signature | Title | Date |

RESOLUTION NO. _____, M-C SERIES

Resolution authorizing Mayor Mike Danahay to settle the following litigation:

VICTORY WORSHIP CENTER
CLAIM NO. 1348087

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 litigation:

VICTORY WORSHIP CENTER
CLAIM NO. 1348087

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