

AGENDA
SULPHUR CITY COUNCIL MEETING
MONDAY, APRIL 12, 2021 AT 5:30 P.M.

THERE WILL BE A REGULAR MEETING OF THE SULPHUR CITY COUNCIL
MONDAY, APRIL 12, 2021 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. PROCLAMATION to Sulphur's own Trinity Beer as being part of the historic first class of female Eagle Scouts. I03-21 (Mayor Danahay)
2. PUBLIC HEARING on ordinance providing for an increase in the salary for the Mayor of the City of Sulphur to begin the next term of office. ORD19-21 (Melinda Hardy)
3. PUBLIC HEARING on ordinance declaring certain surplus movable property of the City of Sulphur and providing for the disposal thereof (1995 Fererra Fire Engine).
ORD20-21 (Mayor Danahay)
4. PUBLIC HEARING on ordinance entering into a Cooperative Endeavor Agreement with Cameron Fire Protection District 10 for the donation of a 1995 Fererra Fire Engine.
ORD21-21 (Mayor Danahay)
5. PUBLIC HEARING on ordinance granting a rezone from Residential to Mixed Residential to Richard Cole, 2731 South Ruth Street. ORD22-21 (Mike Koonce)
6. PUBLIC HEARING on ordinance which amends Ordinance No. 983, M-C Series, which granted a rezone (with stipulations) from Business and Residential to Commercial for Richard Cole, 2731 Ruth Street. ORD23-21 (Mike Koonce)
7. PUBLIC HEARING on ordinance zoning property to Business for Kenny Phipps, 2747 East Napoleon Street. ORD24-21 (Joy Abshire)
8. INTRODUCTION OF ORDINANCE authorizing Mayor Mike Danahay to sign Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury for Summer Feeding Program. ORD25-21 (Mayor Danahay)

9. INTRODUCTION OF ORDINANCE entering into a Cooperative Endeavor Agreement with Calcasieu Parish Police Jury for the overlay of Maplewood Drive from Prater Road to Walcott Road. ORD26-21 (Mayor Danahay)
10. INTRODUCTION OF ORDINANCE amending and re-adopting the General Fund Budget for Fiscal Year ending June 30, 2021. ORD27-21 (Mayor Danahay)
11. INTRODUCTION OF ORDINANCE adopting the annual budget of revenues and expenditures for the fiscal year July 1, 2021 to June 30, 2022 for the City of Sulphur, Louisiana. ORD28-21 (Mayor Danahay)
12. INTRODUCTION OF ORDINANCE declaring certain surplus movable property of the City of Sulphur and providing for the disposal thereof. ORD29-21 (Mayor Danahay)
13. INTRODUCTION OF ORDINANCE rescinding Ordinance No. 1670, M-C Series which set forth garbage/trash collection fees charged by the City. ORD30-21 (Mayor Danahay)
14. RESOLUTION authorizing a Request for Proposal for engineering for Hurricane Laura damaged infrastructure and City owned properties. RES16-21 (Mayor Danahay)
15. RESOLUTION supporting the Amnesty Program to be offered in Sulphur City Court as approved by the Sulphur City Prosecutor. RES17-21 (Mayor Danahay)
16. RESOLUTION appointing Theodore Thompson to the West Calcasieu Airport Managing Board to fill the unexpired term of Don Chamblee. RES18-21 (Mayor Danahay)
17. Public Comment. 3 MINUTES PER SPEAKER - ONLY SPEAK 1 TIME PER ITEM

This ends the public comment section of the meeting.

ADJOURNMENT

The next regular City Council meeting will be held on Monday, May 10, 2021 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 PROVIDING FOR THE ANNUAL SALARY FOR THE MAYOR
OF THE CITY OF SULPHUR DURING THE NEXT TERM OF OFFICE.

WHEREAS the salary of the Mayor of Sulphur was last adjusted on April 24, 2017;

WHEREAS the Home Rule Charter of the City of Sulphur provides that after May 17, 2021 no adjustment to the salary of the Mayor may be effective until May of 2026;

WHEREAS the City Council deems it proper to make an adjustment to the salary of the Mayor at a rate commensurate with the raises provided to all general employees of the City over the preceding term;

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

The annual salary for the Mayor of the City of Sulphur shall be set for the next term of office ending in 2026 at \$99,000 per year.

All employee benefits and expense reimbursements previously provided for by ordinances are retained.

This ordinance shall be effective immediately upon approval or readoption, but the salary provided for herein shall be implemented only on the first day of the new term for the Mayor of Sulphur in 2022.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2021.

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2021, 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 _____,
2021, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

Dates	Rate	Salary	Notes
5/15/2018	\$ 43.27	\$ 90,000.14	Date of Hire
7/1/2018	\$ 44.35	\$ 92,250.15	2.5% across the board rate
5/15/2019	\$ 45.24	\$ 94,095.15	2% of base rate
7/8/2019	\$ 45.92	\$ 95,506.58	1.5% across the board rate
5/15/2020	\$ 46.83	\$ 97,416.71	2% of base rate
7/1/2020	\$ 47.07	\$ 97,903.79	0.5% of the overall rate
7/13/2021		\$ 99,861.87	2%

ORDINANCE NO. _____, M-C SERIES AS AMENDED

AN ORDINANCE DECLARING CERTAIN SURPLUS MOVABLE PROPERTY OF THE CITY OF SULPHUR AND PROVIDING FOR THE DISPOSAL THEREOF (1995 Fererra Fire Engine).

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

Department	QTY	Description	Value
FIRE	1	1995 Fererra Fire Engine (HME Pumper)	\$5,000

BE IT FURTHER ORDAINED that Mayor Mike Danahay is authorized to dispose of the above-mentioned 1995 HME Pumper (0507)- SF-17 VIN#: 1F9FT4280SB140507 and shall be donated to Cameron Fire Protection District 10 and to sign all paperwork in connection therewith.

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

APPROVED AND ADOPTED by
the City Council of the City of Sulphur,
Louisiana, on this ____ day of
_____, 2021.

MIKE KOONCE, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this ____ day of _____, 2021, 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 _____, 2021, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ORDINANCE NO. _____, M-C SERIES

ORDINANCE ENTERING INTO A COOPERATIVE ENDEAVOR
AGREEMENT WITH CAMERON FIRE PROTECTION DISTRICT 10
FOR THE SALE OF A 1995 FERERRA FIRE ENGINE.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Danahay to enter into a Cooperative Endeavor Agreement with Cameron Fire Protection District 10 for the donation of a 1995 Fererra Fire Engine.

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 _____, 2021.

MIKE KOONCE, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2021, 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 _____,
2021, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

State of Louisiana

COOPERATIVE ENDEAVOR AGREEMENT

Parish of Calcasieu

This Cooperative Endeavor Agreement is entered into between the City of Sulphur and the Cameron Fire Protection District 10, appearing herein through their undersigned duly authorized representatives.

WHEREAS, the parties are authorized to enter into such Cooperative Endeavor Agreement (“CEA”) pursuant to Art. VI, Sec. 14(c) AND (e) of the Louisiana Constitution; and

WHEREAS, the City of Sulphur has one surplus 1995 Fererra Fire Engine that is no longer needed by the City of Sulphur and are excess to needs, and the Cameron Fire Protection District 10 has a need for the surplus fire engine (1995 HME Pumper (0507)- SF-17 VIN#: 1F9FT4280SB140507); to promote public safety with the State of Louisiana; and

WHEREAS, the City of Sulphur and Cameron Fire Protection District 10 have agreed to this CEA whereby the 1995 HME Pumper (0507)- SF-17 VIN#: 1F9FT4280SB140507 shall be donated to Cameron Fire Protection District 10.

NOW, THEREFORE, IT IS HEREBY AGREED that the CAMERON FIRE PROTECTION DISTRICT 10 agrees to accept the donation from the City of Sulphur.

THUS DONE AND SIGNED on the dates shown below in the presence of the undersigned witnesses and notaries public, after due reading of the whole.

State of Louisiana

City of Sulphur

Cameron Fire Protection District 10

By: _____
Mike Danahay, Mayor

By: _____
Ronny Doucett, Chief

Witness Signature

Witness Signature

Witness Printed Name

Witness Printed Name

Witness #2 Signature

Witness #2 Signature

Witness #2 Printed Name

Witness #2 Printed Name

Sworn and subscribed before me on this ____ day of _____, 2021.

Notary Public, ID No. _____

Notary Public, ID No. _____

Notary Printed Name:

Notary Printed Name:

Background: June, 2010 City Council adopted Ordinance No. 983 (see attached) which rezoned part of 2731 South Ruth Street to Commercial and stipulations were placed on this property. The stipulations were placed when the residents of Southgate Street opposed the rezone. The potential buyer wants all the stipulations to be removed from Ordinance No. 983. The only stipulation that would be required is the Bufferyard (see attached Bufferyard).

At the Land Use Commissions meeting on March 15, 2021 the Commission amended the Resolution to change rezone from Residential to Commercial TO Residential to Mixed Residential since many of the residents from Southgate Street opposed it being rezoned to Commercial.

The email below is from the Project Manager for the buyer:

Arlene Blanchard

From: Lane Babin <lbabin@hi-m.us>
Sent: Tuesday, March 2, 2021 2:43 PM
To: Arlene Blanchard
Subject: RE: question XRM:04130279

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Arlene,

The simple reason is that the rear portion of the property (beyond the first 175' is virtually useless with the current stipulations in place. It is not feasible to develop anything on the property with it requiring an 8 ft fence around the property, and no access beyond the first 175' from the side street (Southgate St). We would like the entire property to be zoned commercial, with the removed stipulations so that we can develop it for valuable use to the community. While we do not have an exact property use determined (because we don't know what will be approved), we were initially thinking that we could develop some nice office spaces to lease to local businesses.

If we can't get those stipulations removed for commercial use, our secondary option would be to develop the rear portion (beyond the first 175' from Ruth St) as nice townhomes (or similar type housing) if we could have that portion of the property rezoned to Mixed Use.

It is difficult to put all of that onto that small application. Please let me know if you require additional information.

Best,
Lane



Lane Babin
Project Manager
Direct: (337) 310-0366 Ext: 871 | Cell: (337) 288-1111
www.hendersonimplement.com | www.hendersonwholesale.co
211 W Service Rd. Welsh, LA 70591



ORDINANCE NO. M-C SERIES

ORDINANCE GRANTING A REZONE FROM RESIDENTIAL TO MIXED
RESIDENTIAL TO RICHARD COLE, FOR THE EASTERN 90 FEET OF 2731
SOUTH RUTH STREET.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a rezone from Residential to Mixed Residential to Richard Cole, for the eastern 90 feet of 2731 South Ruth Street, for the following described property:

THE EASTERN 90 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT A POINT ON EAST SIDE OF LOUISIANA HIGHWAY NO. 27 AT A POINT 50 FEET EAST AND 244.9 FEET SOUTH OF NORTHWEST CORNER OF THE NORTHEAST ¼ OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 10 WEST, LOUISIANA MERIDIAN; THENCE RUNNING 104 FEET SOUTH ALONG THE SAID EAST SIDE OF HIGHWAY NO. 27; THENCE EAST 418 FEET; THENCE NORTH 104 FEET THENCE WEST 418 FEET TO THE POINT OF COMMENCING. THE SOUTH LINE OF SAID LOT BEING A DISTANCE OF 312 FEET NORTH OF THE NORTH LINE OF A FORMER DIRT ROAD, NOW PATCH STREET, AND THE WEST 182.0 FEET OF LOT "C" OF SOUTH ACRES SUBDIVISION AS PER PLAT RECORDED IN PLAT BOOK 4, PAGE 54 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 expense of owner thereof.

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

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

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

BE IT FURTHER ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a rezone from Residential to Mixed Residential to Richard Cole, for the eastern 90 feet of 2731 South Ruth Street.

APPROVED AND ADOPTED by
the City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____, 2021.

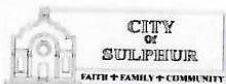
MIKE KOONCE, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2021, 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 _____,
2021, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk



CITY OF SULPHUR
APPLICATION FOR
DEVELOPMENT APPROVAL

Date Received _____

\$50.00 Fee (Non-Refundable)

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 RICHARD JOSEPH COLE DATE 2/26/2021

PROPERTY OWNER INFORMATION

Name of Property Owner RICHARD JOSEPH COLE

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

Mailing Address: 1301 BERNADETTE ST Email: lbehin@hi-m-us (Lane)

Phone Number (H) 337-528-2827 (W) _____ (C) 337-540-7310

Location Address: 2731 S. RUTH ST, SULPHUR, LA 70663

Present Zoned Classification: Commercial/Res.

PROPERTY INFORMATION

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

YES ☐ NO ☒
INITIAL AB

☒ REZONE ☒ EXCEPTION ☐ SUBDIVISION
☐ DOES REZONE REQUIRE FENCING

REQUEST INFORMATION

☐ BILLBOARD ☐ PRE. PLAT ☐ FINAL PLAT

NAME OF SUBDIVISION _____

Zoning Change: From RES To COM

Purpose of Request: Amend Ordinance #983 to remove stipulations, and
rezone east residentially zoned piece to commercial.

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: 2/26/2021

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?

Yes	No	N/A
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Flood zone classification _____ bfe _____ ft. ZONE X

ORDINANCE NO. 983, M-C SERIES

AN ORDINANCE GRANTING A RE-ZONE FROM BUSINESS/RESIDENTIAL DISTRICT TO COMMERCIAL DISTRICT OF THE LAND USE ORDINANCE OF THE CITY OF SULPHUR, LOUISIANA, TO RICHARD COLE, 2731 RUTH STREET.

WHEREAS, the following described property located in the City of Sulphur, State of Louisiana, being rezoned from Business/Residential District to Commercial District is owned by Richard Cole, to-wit:

SHOWING SURVEY OF THE CERTAIN LOT OR PARCEL OF LAND COMMENCING AT A POINT ON THE EAST SIDE OF LOUISIANA HIGHWAY NO. 27 50 FEET EAST AND 244.9 FEET SOUTH OF THE NORTHWEST CORNER OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 10 WEST, LOUISIANA MERIDIAN; THENCE RUNNING 104 FEET SOUTH ALONG THE SAID EAST SIDE OF HIGHWAY NO. 27; THENCE EAST 418 FEET; THENCE NORTH 104 FEET; THENCE WEST 418 FEET TO THE POINT OF COMMENCING. THE SOUTH LINE OF SAID LOT BEING A DISTANCE OF 312 FEET NORTH OF THE NORTH LINE OF A FORMER DIRT ROAD, NOW PATCH STREET, AND THE WEST 182.0 FEET OF LOT "C" OF SOUTH ACRES SUBDIVISION AS PER PLAT RECORDED IN PLAT BOOK 4, PAGE 54 RECORDS OF CALCASIEU PARISH, LOUISIANA.

SAID REZONE DOES NOT INCLUDE THE 90X104 PARCEL EAST OF 421 SOUTHGATE STREET.

WHEREAS, improvements on the property will include the following stipulations:

1. Construct a wooden privacy fence, eight feet in height. Fence shall be placed along the south property line from the east right of way of Ruth Street to a point twenty-five feet west of the parcel's east property line (approximately 389 feet in length); along a line parallel to the parcel's east property line, located twenty-five feet west of that line, for the full length of that line; and along the north property line from a point 135 feet east of the east right of way line of Ruth Street to a point twenty-five feet west of the parcel's east property line (approximately 254 feet in length). Fence shall be constructed upon completion of building construction.
2. Provide a buffer strip, twenty-five feet in width, along the full length of the parcel's east property line.
3. Permissible uses do not include casinos or bars.
4. Any points of ingress and egress connecting to Southgate Street must be entirely located between a point defined by the intersection of the east right of way line of Ruth Street and the north right of way line of Southgate Street to a point on the north right of way line of Southgate Street, located 175 feet east of the east right of way line of Ruth Street. The locations of said right of way lines shall be as defined as of the date of this rezone.

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 re-zone from Business/Residential District to Commercial District to Richard Cole for the following described property to wit:

SHOWING SURVEY OF THE CERTAIN LOT OR PARCEL OF LAND COMMENCING AT A POINT ON THE EAST SIDE OF LOUISIANA HIGHWAY NO. 27 50 FEET EAST AND 244.9 FEET SOUTH OF THE NORTHWEST CORNER OF THE NORTHEAST ¼ OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 10 WEST, LOUISIANA MERIDIAN; THENCE RUNNING 104 FEET SOUTH ALONG THE SAID EAST SIDE OF HIGHWAY NO. 27; THENCE EAST 418 FEET; THENCE NORTH 104 FEET; THENCE WEST 418 FEET TO THE POINT OF COMMENCING. THE SOUTH LINE OF SAID LOT BEING A DISTANCE OF 312 FEET NORTH OF THE NORTH LINE OF A FORMER DIRT ROAD, NOW PATCH STREET, AND THE WEST 182.0 FEET OF LOT "C" OF SOUTH ACRES SUBDIVISION AS PER PLAT RECORDED IN PLAT BOOK 4, PAGE 54 RECORDS OF CALCASIEU PARISH, LOUISIANA.

SAID REZONE DOES NOT INCLUDE THE 90X104 PARCEL EAST OF 421 SOUTHGATE STREET.

This re-zone is granted by the City of Sulphur and may be withdrawn by the City of Sulphur should said re-zone 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 re-zone, 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.

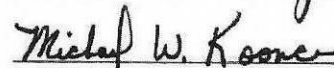
That the owner of this re-zone shall be responsible for the recordation thereof, with the Clerk of Court, Calcasieu Parish, Louisiana, and shall provide the City of Sulphur a receipt evidencing recordation within 10 days of the effective date of this re-zone.

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

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

APPROVED

CHRISTOPHER L. DUNCAN - MAYOR
DATE 6-15-2010

APPROVED AND ADOPTED by the
City Council of the City of Sulphur on this
14th day of June, 2010.

MICHAEL W. KOONCE, Chairman

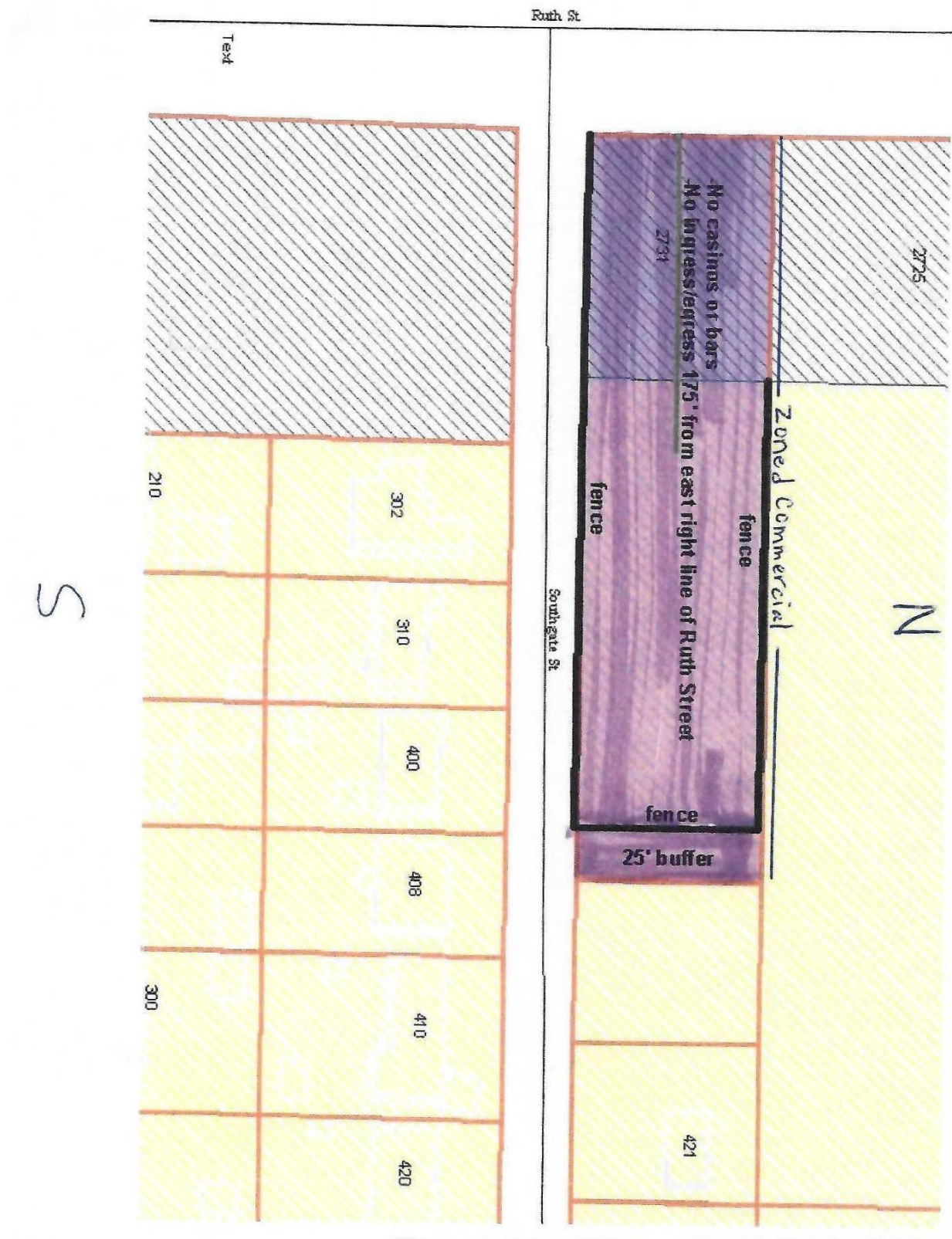
I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this 15th day of June, 2010, at 11:00 o'clock a.m.


ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received from the Mayor at 2:00 o'clock p.m. on this 15th day of June, 2010, the foregoing ordinance which has approved/vetoed by the Mayor.


ARLENE BLANCHARD, Clerk

THIS EXHIBIT WAS ATTACHED TO THE ORDINANCE



Section 8. - Bufferyards.

Whenever an existing residential use is bounded by a less restricted use, the proposed use will install a six (6) foot tall buffer constructed of wood or brick masonry. Furthermore, a twenty (20) foot buffer width will also be maintained that will be void of any parking apron, construction, accessory use, etc. The bufferyard is to remain free, clear and open of any obstruction. When any existing residential use abuts an industrial district or use, the proposed use in the industrial district will provide a minimum of twenty-five (25) feet in width between itself and the said residential use.





Background: June, 2010 City Council adopted Ordinance No. 983 (see attached) which rezoned part of 2731 South Ruth Street to Commercial and stipulations were placed on this property. The stipulations were placed when the residents of Southgate Street opposed the rezone. The potential buyer wants all the stipulations to be removed from Ordinance No. 983. The only stipulation that would be required is the Bufferyard (see attached Bufferyard).

The email below is from the Project Manager for the buyer:

Arlene Blanchard

From: Lane Babin <lbabin@hj-m.us>
Sent: Tuesday, March 2, 2021 2:43 PM
To: Arlene Blanchard
Subject: RE: question XRM:04130279

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Arlene,

The simple reason is that the rear portion of the property (beyond the first 175' is virtually useless with the current stipulations in place. It is not feasible to develop anything on the property with it requiring an 8 ft fence around the property, and no access beyond the first 175' from the side street (Southgate St). We would like the entire property to be zoned commercial, with the removed stipulations so that we can develop it for valuable use to the community. While we do not have an exact property use determined (because we don't know what will be approved), we were initially thinking that we could develop some nice office spaces to lease to local businesses.

If we can't get those stipulations removed for commercial use, our secondary option would be to develop the rear portion (beyond the first 175' from Ruth St) as nice townhomes (or similar type housing) if we could have that portion of the property rezoned to Mixed Use.

It is difficult to put all of that onto that small application. Please let me know if you require additional information.

Best,
Lane



Lane Babin
Project Manager
Direct: (337) 310-0366 Ext: 871 | Cell: (337) 288-1111
www.hendersonimplement.com | www.hendersonwholesale.co
211 W Service Rd. Welsh, LA 70591



ORDINANCE NO.

M-C SERIES

ORDINANCE AMENDING ORDINANCE NO. 983, M-C SERIES ADOPTED JUNE 14, 2010, WHICH GRANTED A REZONE FROM BUSINESS AND RESIDENTIAL TO COMMERCIAL FOR RICHARD COLE, 2731 SOUTH RUTH STREET TO REMOVE CERTAIN STIPULATIONS PLACED ON PROPERTY.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby remove the following stipulations that were placed on 2731 South Ruth Street:

1. Construct a wooden privacy fence, eight feet in height. Fence shall be placed along the south property line from the east right of way of Ruth Street to a point twenty-five feet west of the parcel's east property line (approximately 389 feet in length); along a line parallel to the parcel's east property line, located twenty-five feet west of that line, for the full length of that line; and along the north property line from a point 135 feet east of the east right of way line of Ruth Street to a point twenty-feet west of the parcel's east property line (approximately 254 feet in length). Fence shall be constructed upon completion of building construction.
2. Any points of ingress and egress connecting to Southgate Street must be entirely located between a point defined by the intersection of the east right of way line of Ruth Street and the north right of way line of Southgate Street to a point on the north right of way line of Southgate Street, located 175 feet east of the east right of way line of Ruth Street. The locations of said right of way lines shall be as defined as of the date of this rezone.

BE IT FURTHER ORDAINED that the following stipulations shall stay in effect:

1. Provide a buffer strip twenty-five feet in width, along the full length of the parcel's east property line.
2. Permissible uses do not include casinos or bars.

BE IT FURTHEREST ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby amend Ordinance No. 983, M-C Series that was adopted on June 14, 2010 by the City Council which granted a rezone from Business and Residential to Commercial for Richard Cole, 2731 South Ruth Street and remove certain stipulations placed on property.

APPROVED AND ADOPTED by
the City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____, 2021.

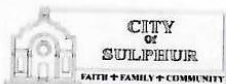
MIKE KOONCE, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2021, 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 _____,
2021, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk



CITY OF SULPHUR
APPLICATION FOR
DEVELOPMENT APPROVAL

Date Received _____

\$50.00 Fee (Non-Refundable)

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 RICHARD JOSEPH COLE DATE 2/26/2021

PROPERTY OWNER INFORMATION

Name of Property Owner RICHARD JOSEPH COLE

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

Mailing Address: 1301 BERNADETTE ST Email: lbehin@hi-m-us (Lane)

Phone Number (H) 337-528-2827 (W) _____ (C) 337-540-7310

Location Address: 2731 S. RUTH ST, SULPHUR, LA 70663

Present Zoned Classification: Commercial/Res.

PROPERTY INFORMATION

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

YES ☐ NO ☒
INITIAL AB

☒ REZONE ☒ EXCEPTION ☐ SUBDIVISION
☐ DOES REZONE REQUIRE FENCING

REQUEST INFORMATION

☐ BILLBOARD ☐ PRE. PLAT ☐ FINAL PLAT

NAME OF SUBDIVISION _____

Zoning Change: From RES To COM

Purpose of Request: Amend Ordinance #983 to remove stipulations, and
rezone east residentially zoned piece to commercial.

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: 2/26/2021

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

ORDINANCE NO. 983, M-C SERIES

AN ORDINANCE GRANTING A RE-ZONE FROM BUSINESS/RESIDENTIAL DISTRICT TO COMMERCIAL DISTRICT OF THE LAND USE ORDINANCE OF THE CITY OF SULPHUR, LOUISIANA, TO RICHARD COLE, 2731 RUTH STREET.

WHEREAS, the following described property located in the City of Sulphur, State of Louisiana, being rezoned from Business/Residential District to Commercial District is owned by Richard Cole, to-wit:

SHOWING SURVEY OF THE CERTAIN LOT OR PARCEL OF LAND COMMENCING AT A POINT ON THE EAST SIDE OF LOUISIANA HIGHWAY NO. 27 50 FEET EAST AND 244.9 FEET SOUTH OF THE NORTHWEST CORNER OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 10 WEST, LOUISIANA MERIDIAN; THENCE RUNNING 104 FEET SOUTH ALONG THE SAID EAST SIDE OF HIGHWAY NO. 27; THENCE EAST 418 FEET; THENCE NORTH 104 FEET; THENCE WEST 418 FEET TO THE POINT OF COMMENCING. THE SOUTH LINE OF SAID LOT BEING A DISTANCE OF 312 FEET NORTH OF THE NORTH LINE OF A FORMER DIRT ROAD, NOW PATCH STREET, AND THE WEST 182.0 FEET OF LOT "C" OF SOUTH ACRES SUBDIVISION AS PER PLAT RECORDED IN PLAT BOOK 4, PAGE 54 RECORDS OF CALCASIEU PARISH, LOUISIANA.

SAID REZONE DOES NOT INCLUDE THE 90X104 PARCEL EAST OF 421 SOUTHGATE STREET.

WHEREAS, improvements on the property will include the following stipulations:

1. Construct a wooden privacy fence, eight feet in height. Fence shall be placed along the south property line from the east right of way of Ruth Street to a point twenty-five feet west of the parcel's east property line (approximately 389 feet in length); along a line parallel to the parcel's east property line, located twenty-five feet west of that line, for the full length of that line; and along the north property line from a point 135 feet east of the east right of way line of Ruth Street to a point twenty-five feet west of the parcel's east property line (approximately 254 feet in length). Fence shall be constructed upon completion of building construction.
2. Provide a buffer strip, twenty-five feet in width, along the full length of the parcel's east property line.
3. Permissible uses do not include casinos or bars.
4. Any points of ingress and egress connecting to Southgate Street must be entirely located between a point defined by the intersection of the east right of way line of Ruth Street and the north right of way line of Southgate Street to a point on the north right of way line of Southgate Street, located 175 feet east of the east right of way line of Ruth Street. The locations of said right of way lines shall be as defined as of the date of this rezone.

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 re-zone from Business/Residential District to Commercial District to Richard Cole for the following described property to wit:

SHOWING SURVEY OF THE CERTAIN LOT OR PARCEL OF LAND COMMENCING AT A POINT ON THE EAST SIDE OF LOUISIANA HIGHWAY NO. 27 50 FEET EAST AND 244.9 FEET SOUTH OF THE NORTHWEST CORNER OF THE NORTHEAST ¼ OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 10 WEST, LOUISIANA MERIDIAN; THENCE RUNNING 104 FEET SOUTH ALONG THE SAID EAST SIDE OF HIGHWAY NO. 27; THENCE EAST 418 FEET; THENCE NORTH 104 FEET; THENCE WEST 418 FEET TO THE POINT OF COMMENCING. THE SOUTH LINE OF SAID LOT BEING A DISTANCE OF 312 FEET NORTH OF THE NORTH LINE OF A FORMER DIRT ROAD, NOW PATCH STREET, AND THE WEST 182.0 FEET OF LOT "C" OF SOUTH ACRES SUBDIVISION AS PER PLAT RECORDED IN PLAT BOOK 4, PAGE 54 RECORDS OF CALCASIEU PARISH, LOUISIANA.

SAID REZONE DOES NOT INCLUDE THE 90X104 PARCEL EAST OF 421 SOUTHGATE STREET.

This re-zone is granted by the City of Sulphur and may be withdrawn by the City of Sulphur should said re-zone 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.

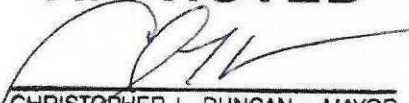
Grantee hereby agrees and contracts to hold Grantor harmless from any damages created and/or caused by the granting of this re-zone, including, but not limited to, litigation defense, litigation costs, violation of subdivision restrictive covenants, building code violations or any other damages, property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

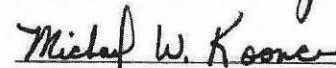
That the owner of this re-zone shall be responsible for the recordation thereof, with the Clerk of Court, Calcasieu Parish, Louisiana, and shall provide the City of Sulphur a receipt evidencing recordation within 10 days of the effective date of this re-zone.

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

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

APPROVED



CHRISTOPHER L. DUNCAN - MAYOR
DATE 6-15-2010

APPROVED AND ADOPTED by the
City Council of the City of Sulphur on this
14th day of June, 2010.

MICHAEL W. KOONCE, Chairman

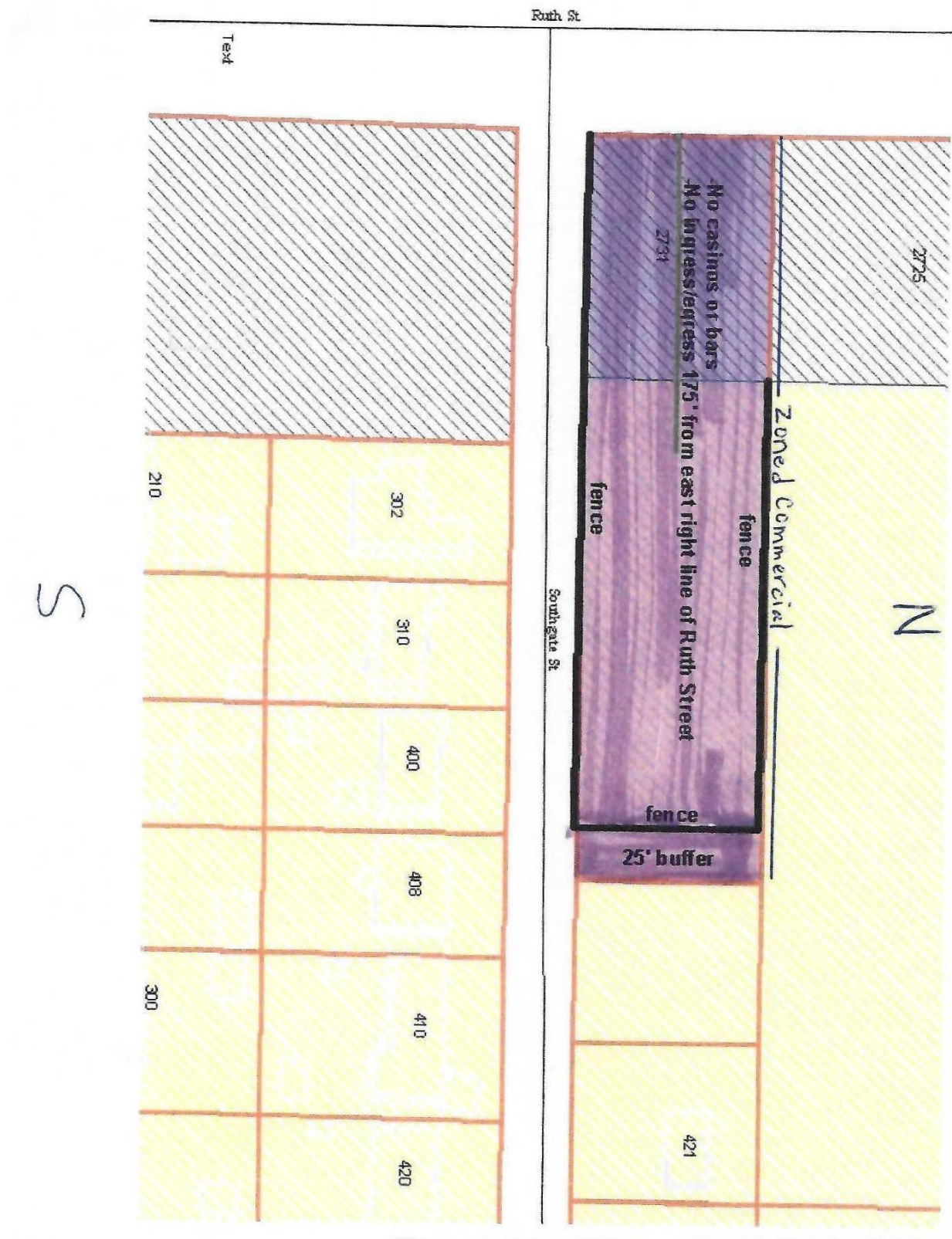
I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this 15th day of June, 2010, at 11:00 o'clock a.m.


ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received from the Mayor at 2:00 o'clock p.m. on this 15th day of June, 2010, the foregoing ordinance which has approved/vetoed by the Mayor.


ARLENE BLANCHARD, Clerk

THIS EXHIBIT WAS ATTACHED TO THE ORDINANCE



Section 8. - Bufferyards.

Whenever an existing residential use is bounded by a less restricted use, the proposed use will install a six (6) foot tall buffer constructed of wood or brick masonry. Furthermore, a twenty (20) foot buffer width will also be maintained that will be void of any parking apron, construction, accessory use, etc. The bufferyard is to remain free, clear and open of any obstruction. When any existing residential use abuts an industrial district or use, the proposed use in the industrial district will provide a minimum of twenty-five (25) feet in width between itself and the said residential use.



THIS IS THE EAST 90 FEET
OF 2731 HWY. 1256 TO BE
REZONED TO COMMERCIAL



ORDINANCE NO. _____ M-C SERIES

ORDINANCE GRANTING THE ZONING OF PROPERTY TO BUSINESS
OWNED BY KENNETH PHIPPS, FOR PROPERTY LOCATED AT 2747 EAST
NAPOLEON STREET.

WHEREAS, in 2003 when the City of Sulphur adopted zoning, said parcel failed to be zoned.

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

The City Council of the City of Sulphur does hereby zone property for Kenneth Phipps,
2747 East Napoleon Street, to Business District for the following described property to wit:

COM ON E/L SE NW SEC 36.9.10, WHERE IT INTERSECTS N/L HWY 90,
TH W ALONG N/S HWY, 100 FT, N T S/L RR R/W OF S P R R 170 FT M/L
ETC "OFFC COMPLEX"

E 50 FT OF – COM 100 FT W OF E/L SE NW 36.9.10, ON N/S HWY 90, TH W
300 FT, N TO R/W OF S P R R 170 FT M/L ETC

Upon approval by City Council, applicant 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 Zoning.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2021.

MIKE KOONCE, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2021, 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 _____,
2021, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk



Memo

To: Land Use

From: Stacy Dowden *SD*
Director of Public Works

cc: Arlene Blanchard, Mayor Mike Danahay

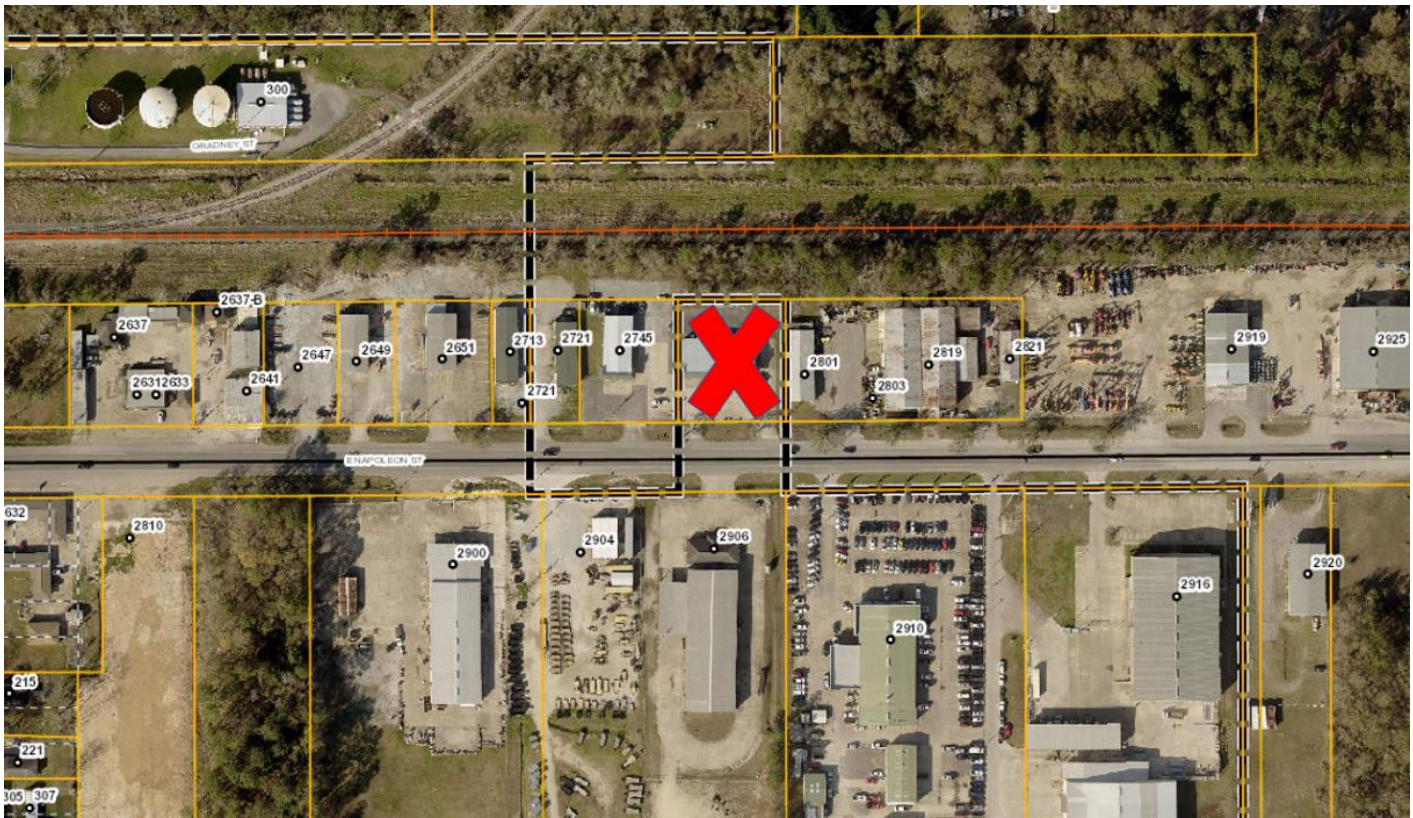
Date: November 11, 2020

Re: 2. Resolution zoning property to Business District for Kenny Phipps, 2747 East Napoleon Street.

Application:

The applicant, Kenny Phipps, is requesting to have the property located at 2747 East Napoleon Street Zoned. This property is located within the City limits of Sulphur but has not previously received a zoning designation. The property adjacent to this property is zoned Business, and the request is to also zone this property Business.









ORDINANCE NO. _____, M-C SERIES

**ORDINANCE AUTHORIZING MAYOR DANAHAHAY 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 _____, 2021.

MIKE KOONCE, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2021, 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 _____,
2021, 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 _____ 2021, 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, Brian Abshire, and the CITY OF DEQUINCY, hereinafter referred to as "CITY," a political subdivision of the State of Louisiana, and represented herein by its duly authorized Mayor, Mike Danahay.

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

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

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, area municipalities, and other community-based organizations in Calcasieu Parish;

WHEREAS, the CITY desires to cooperate with the PARISH in providing advertising assistance for the PROGRAM;

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 May 30, 2021 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 inside the city limits of the CITY.
- iii. The PARISH will be responsible for hiring and paying persons to work in any aspect of the PROGRAM operations.
- iv. The PARISH will include the CITY'S logo on all PROGRAM advertisements.
- v. The PARISH will host an annual training for all PROGRAM employees.
- vi. The PARISH will provide its own waste dumpsters at each site.

2. Term of Agreement

The initial term of this agreement shall commence upon execution of this agreement and shall continue until July 31, 2021.

3. Payment Terms

The CITY agrees to pay the PARISH five thousand dollars (\$5,000.00) by May 30, 2021. 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 (See Exhibit A)**, 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,
- (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 to 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

¹ Davis Bacon Act is not applicable to this agreement.

- 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) **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),
 - (4) **National Environmental Policy Act** which prohibits any activities that will have an adverse impact on the environment,
 - (5) **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,
 - (6) **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,
 - (7) **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 CITY 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,
 - (8) **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), and
 - (9) **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.

In compliance with Section 5(a)(8) above, the CITY 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 CITY also agrees to provide immediate notice, but in no case later than three (3) business days, after being notified that the CITY, 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 CITY 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 CITY is

prohibited in any way from contracting on any projects involving federal funds at any time during the duration of this agreement then the CITY may, at its sole discretion, immediately implement the termination provisions discussed in Section 7 below.

6. Liability and Indemnity

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:

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

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

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

THUS DONE AND SIGNED on the ____ day of _____ 2021, 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: _____
BRIAN ABSHIRE, 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 _____ 2021, in _____,
Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due
reading of the whole.

WITNESSES:

CITY OF SULPHUR:

Witness Signature

BY: _____
MIKE DANAHAAY, MAYOR

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING MAYOR MIKE DANAHAY TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH CALCASIEU PARISH POLICE JURY FOR THE OVERLAY OF MAPLEWOOD DRIVE FROM PRATER ROAD TO WALCOTT ROAD.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Danahay to enter into a Cooperative Endeavor Agreement with Calcasieu Parish Police Jury for the overlay of Maplewood Drive from Prater Road to Walcott Road.

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 _____, 2021.

MIKE KOONCE, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this _____ day of _____, 2021, 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 _____, 2021, 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 _____ 2021, by and between the CALCASIEU PARISH POLICE JURY, hereinafter referred to as "PARISH," a political subdivision of the State of Louisiana, represented herein by its duly authorized Administrator, Bryan C. Beam, and the CITY OF SULPHUR, hereinafter referred to as "CITY," a political subdivision of the State of Louisiana, and represented herein by its duly authorized Mayor, Mike Danahay.

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

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

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

WHEREAS, the PARISH and the CITY considers the public benefit of the overlay of Maplewood Drive between Prater Road and Walcot Road within Ward Four of Calcasieu Parish, hereinafter referred to as "PROJECT," to be proportionate to the costs associated with this activity.

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

1. Scope of Agreement

The PARISH and the CITY hereby agree that the PARISH will bear responsibility for the overall administration and management of the PROJECT. Maplewood Drive is identified in the map attached hereto as Exhibit A. As part of this responsibility, the PARISH agrees to administer the PROJECT to satisfactory completion in accordance with the plans and specifications of the construction contract, including engineering, inspections, approval of invoices, etc.

2. Term of Agreement

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

3. Payment Terms

Under this agreement, the CITY shall reimburse the PARISH for the CITY'S share of the construction cost within thirty (30) days of receipt of an invoice from the PARISH. The cost share shall be based on the percentage of the PROJECT'S roadway located within the CITY limits or the PARISH limits. Where the road is adjacent to, but not in the city limits, the CITY and PARISH shall equally share the cost as provided for in Louisiana Revised Statute 33:224.

The construction cost for Maplewood Drive for the PROJECT is currently estimated to be one hundred twenty thousand dollars (\$120,000). The CITY'S reimbursement to the PARISH for Maplewood Drive is calculated at twenty-seven percent (27%) of its' construction cost, or thirty-two thousand four hundred dollars (\$32,400) as shown in the ownership breakdown attached hereto as Exhibit B. The PARISH'S share is calculated at seventy-three percent (73%) of its' construction cost, eighty-seven thousand six hundred dollars (\$87,600) as shown in the ownership breakdown attached hereto as Exhibit B. Actual reimbursement payment shall be based on actual cost incurred calculated using the bid unit prices of the PROJECT.

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

4. Amendments and Assignments

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

5. Records and Audits

For audit purposes, all records will be made available by both parties to any authorized representative of either party and said records will be retained for three (3) years from the final contractual payment under this agreement. It is also agreed that all records shall be made

available to either party at no additional charge for such information. If any confidential information is obtained during the course of this agreement, both parties agree not to release that information without the approval of the other party unless instructed otherwise by court order, grantor, auditor, public information request or as required by law.

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

6. Liability, Indemnity and Insurance

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

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

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

7. Termination of Agreement and Dispute Resolution

While both parties agree to negotiate all contractual disputes in good faith, the PARISH and the CITY both reserve the right to terminate this agreement at any time upon written notice of termination. 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 CITY 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.

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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:

Honorable Mike Danahay, Mayor
Sulphur City Hall
101 N Huntington St
Sulphur, Louisiana 70663

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

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

THUS DONE AND SIGNED on the ____ day of _____ 2021, in Lake Charles, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

CALCASIEU PARISH POLICE JURY:

Witness Signature

BY: _____
BRYAN C. BEAM, ADMINISTRATOR

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

THUS DONE AND SIGNED on the ____ day of _____ 2021, in Sulphur, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

CITY OF SULPHUR:

Witness Signature

BY: _____
MIKE DANAHAAY, MAYOR

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

Exhibit A - Maplewood Drive Overlay

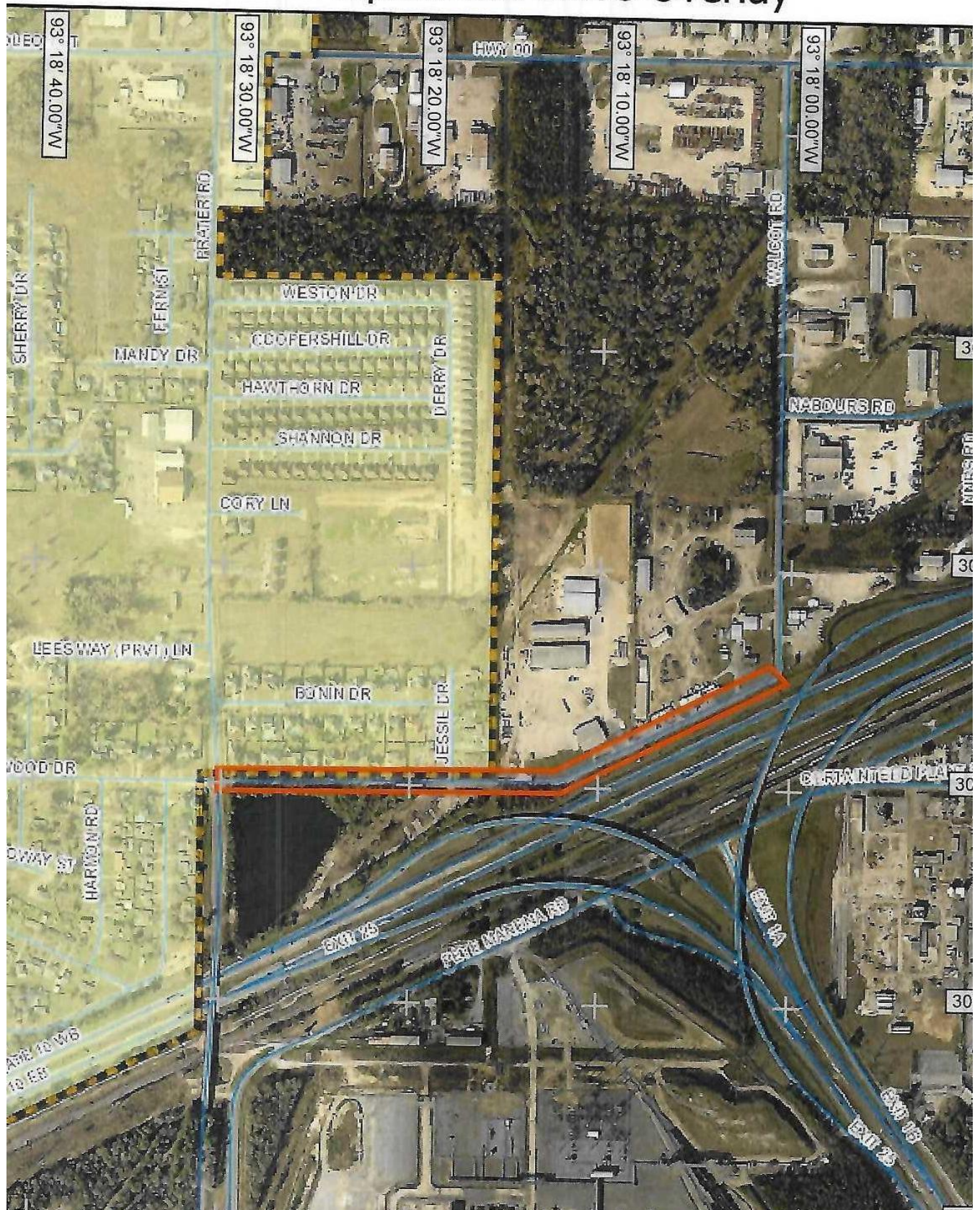


Exhibit 'B' - Maplewood Dr Road Ownership/Overlay Cost Breakdown

Road Segment	To-From	Length (FT)	City %	City (FT)	Parish %	Parish (FT)
Maplewood Dr 1	Prater Rd - Jessie Dr	1056	50%	528	50%	528
Maplewood Dr 2	Jessie Dr - Walcot Rd	1584	12%	190	88%	1394

			Length Ft	\$ per Mile *	City Cost	Parish Cost	Overall Cost
Maplewood Dr 1	Prater Rd - Jessie Dr		1056	\$ 240,000	\$ 24,000	\$ 24,000	\$ 48,000
Maplewood Dr 2	Jessie Dr - Walcot Rd		1584	240,000	8,640	63,360	72,000

Calculated Total	\$ 32,640	\$ 87,360	\$ 120,000
	27.2%	72.8%	100.0%

Agreement Total	\$ 32,400	\$ 87,600	\$ 120,000
	27%	73%	100%

*Cost per mile based on estimated cost to parish. Final actual cost will be determined after bid opening

AN ORDINANCE ADOPTING THE ANNUAL BUDGET OF REVENUES AND EXPENDITURES FOR THE FISCAL YEAR JULY 1, 2021 TO JUNE 30, 2022, FOR THE CITY OF SULPHUR, LOUISIANA.

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

SECTION I. The attached estimate of revenues as reflected in the summary and such other fiscal exhibits and information as required by Section 1308(D), Louisiana Local Government Act, be and the same, is hereby adopted to serve as the Budget of Revenues for the City of Sulphur for fiscal year July 1, 2020, to June 30, 2021.

SECTION II. The attached statement of anticipated expenditures as reflected in the summary and such other fiscal exhibits and information as required by Section 1308(D), Louisiana Local Government Act, be and the same is hereby adopted to serve as the Budget of Expenditures for the City of Sulphur for the fiscal year July 1, 2020, to June 30, 2021.

SECTION III. The adoption of the Budget of Expenditures as reflected in the line-item budget filed with the Clerk of the Council containing object of expenditure classifications shall be declared to be the appropriation of the amount set therein as established in each budget classification by object of expenditure.

SECTION IV. The adoption of the Capital Improvement Budget as submitted for a period of five years with the first year being for the budget year 2020-2021 shall be for the expenditures as appropriated therein.

SECTION V. The amounts appropriated for all accounts shall not exceed the amounts fixed therefor in the Budget of Expenditures unless all terms and conditions of the Sulphur Home Rule Charter are complied with. In accordance with Section 5-04 (E) of the Sulphur Home Rule Charter (Transfer of Appropriations): At any time during the fiscal year the Mayor may transfer part or all of any unencumbered appropriation within programs or functions. Nothing contained in this section shall be construed to prohibit the governing authority from amending or making an appropriation to and for a contingent fund to be used in cases of emergency.

BE IT FURTHER ORDAINED that this Ordinance shall become effective July 1, 2021.

APPROVED AND ADOPTED by the City Council of the City of Sulphur, Louisiana, on this ____day of _____, 2021.

_____, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this ____ day of _____, 2021, 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 _____, 2021, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ORDINANCE NO. _____, M-C SERIES

AN ORDINANCE DECLARING CERTAIN SURPLUS MOVABLE PROPERTY OF THE CITY OF SULPHUR AND PROVIDING FOR THE DISPOSAL THEREOF (OFFICE EQUIPMENT & VEHICLES)

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

Department	QTY	Description	Value
Fire	4	Filing Cabinets	No value
Fire	1	Desk	No value
Fire	1	40 gal electric Rheem brand water heater	No value
Fire	1	Trane brand condensing unit	No value
Shop	1	Wastewater Hollywood Kingston	\$100.00
Shop	1	PD Chevy Tahoe Vin# 3137	\$500.00
Shop	1	Generator from water plant	\$50.00
Shop	1	Ford Expedition Vin# 3148	\$2000.00

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

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

APPROVED AND ADOPTED by
the City Council of the City of Sulphur,
Louisiana, on this ____day of
_____, 2021.

MIKE KOONCE, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this ____ day of _____, 2021, 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 _____, 2021, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ORDINANCE NO. _____, M-C SERIES

ORDINANCE RESCINDING ORDINANCE NO. 1670, M-C SERIES,
ADOPTED MAY 11, 2020, WHICH SET FORTH GARBAGE/TRASH
COLLECTION FEES CHARGED BY THE CITY.

WHEREAS, due to COVID-19 and Hurricane's Laura and Delta, a financial hardship has been placed on the citizens of Sulphur, therefore, the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby rescind the below Ordinance No. 1670, M-C Series, adopted May 11, 2020, which set forth garbage/trash collection fees charged by the City:

RESCIND:

GARBAGE-TRASH (SOLID WASTE)

\$19.00 Per Unit Per Month (A unit residential or service as defined in existing Contract)

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

APPROVED AND ADOPTED by
the City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____, 2021.

Mike Koonce, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2021, 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 _____,
2021, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

Resolution authorizing the Request for Proposals for engineering for Hurricane Laura damaged infrastructure and City owned properties.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize the Request for Proposals for engineering for Hurricane Laura damaged infrastructure and City owned properties.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2021.

MIKE KOONCE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

Resolution appointing Theodore Thompson to the West Calcasieu Airport Managing Board to fill the unexpired term of Don Chamblee.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby appoint Theodore Thompson to the West Calcasieu Airport Managing Board to fill the unexpired term of Don Chamblee with term to expire June, 2021.

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this ____ day of
_____, 2021.

MIKE KOONCE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk