

AGENDA
SULPHUR CITY COUNCIL MEETING
MONDAY, MAY 10, 2021 AT 5:30 P.M.

THERE WILL BE A REGULAR MEETING OF THE SULPHUR CITY COUNCIL **MONDAY, MAY 10, 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. RESOLUTION electing a new Chairman and Vice-Chairman for City Council.
RES23-21 (Mike Koonce)
2. PROCLAMATION to Mickey Smith, Jr., Maplewood Middle School band director.
I05-21 (Mayor Danahay)
3. PROCLAMATION to Tommy Little for receiving 2021 Champions of Service award for volunteer work. I06-21 (Mayor Danahay)
4. RESOLUTION awarding low bid received for the Verdine Water Treatment Improvement Program Phase 2A – Procurement of New Eight (8) Foot Diameter Manganese Greensand Pressure Filters. RES24-21 (Mayor Danahay)
5. PUBLIC HEARING on ordinance authorizing Mayor Mike Danahay to sign Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury for Summer Feeding Program. ORD33-21 (Mayor Danahay)
6. PUBLIC HEARING on ordinance entering into a Cooperative Endeavor Agreement with Calcasieu Parish Police Jury for the overlay of Maplewood Drive from Prater Road to Walcott Road. ORD34-21 (Mayor Danahay)
7. PUBLIC HEARING on ordinance amending and re-adopting the General Fund Budget for Fiscal Year ending June 30, 2021. ORD35-21 (Mayor Danahay)
8. PUBLIC HEARING on 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. ORD36-21 (Mayor Danahay)

9. PUBLIC HEARING on ordinance declaring certain surplus movable property of the City of Sulphur and providing for the disposal thereof. ORD37-21 (Mayor Danahay)
10. PUBLIC HEARING on ordinance rescinding Ordinance No. 1670, M-C Series which set forth garbage/trash collection fees charged by the City. ORD38-21 (Mayor Danahay)
11. PUBLIC HEARING on ordinance amending Ordinance No. 1670, M-C Series to set forth Garbage/Trash Collection Fees charged by the City. ORD39-21 (Mayor Danahay)
12. PUBLIC HEARING on ordinance amending Ordinance No. 1218 M-C Series, adopted June 9, 2014 which set forth a Capital Recovery Fee charged by the City. ORD40-21 (Mayor Danahay)
13. PUBLIC HEARING on ordinance amending Appendix B, Article IV, Part 2 to provide for Section 10 – Borrow Pits and Ponds. ORD41-21 (Mayor Danahay)
14. INTRODUCTION OF ORDINANCE authorizing Mayor Danahay to sign the LA DOTD maintenance agreement for mowing and litter pickup for Fiscal Year ending June 30, 2022. ORD42-21 (Mayor Danahay)
15. RESOLUTION amending Resolution No. 3043, M-C Series, to include the festival Chamber Fest. RES25-21 (Mayor Danahay)
16. RESOLUTION authorizing the advertisement of bids for Smith Road and Archie Road Rehabilitation. RES26-21 (Mayor Danahay)
17. RESOLUTION approving liquor license for West Calcasieu Chamber of Commerce for Chamber Red, White & Run 5K. RES27-21 (Mayor Danahay)
18. RESOLUTION accepting the Municipal Water Pollution Prevention Environmental Audit Report. RES28-21 (Mayor Danahay)
19. Public Comment. 3 MINUTES PER SPEAKER - ONLY SPEAK 1 TIME PER ITEM

This ends the public comment section of the meeting.

ADJOURNMENT

The next regular City Council meeting will be held on Monday, June 14, 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.

RESOLUTION NO. _____, M-C SERIES

Resolution electing a Chairman and Vice-Chairman for City Council.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby elect Joy Abshire as Chairman and Mandy Thomas as Vice-Chairman for City Council.

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

, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

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.

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
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

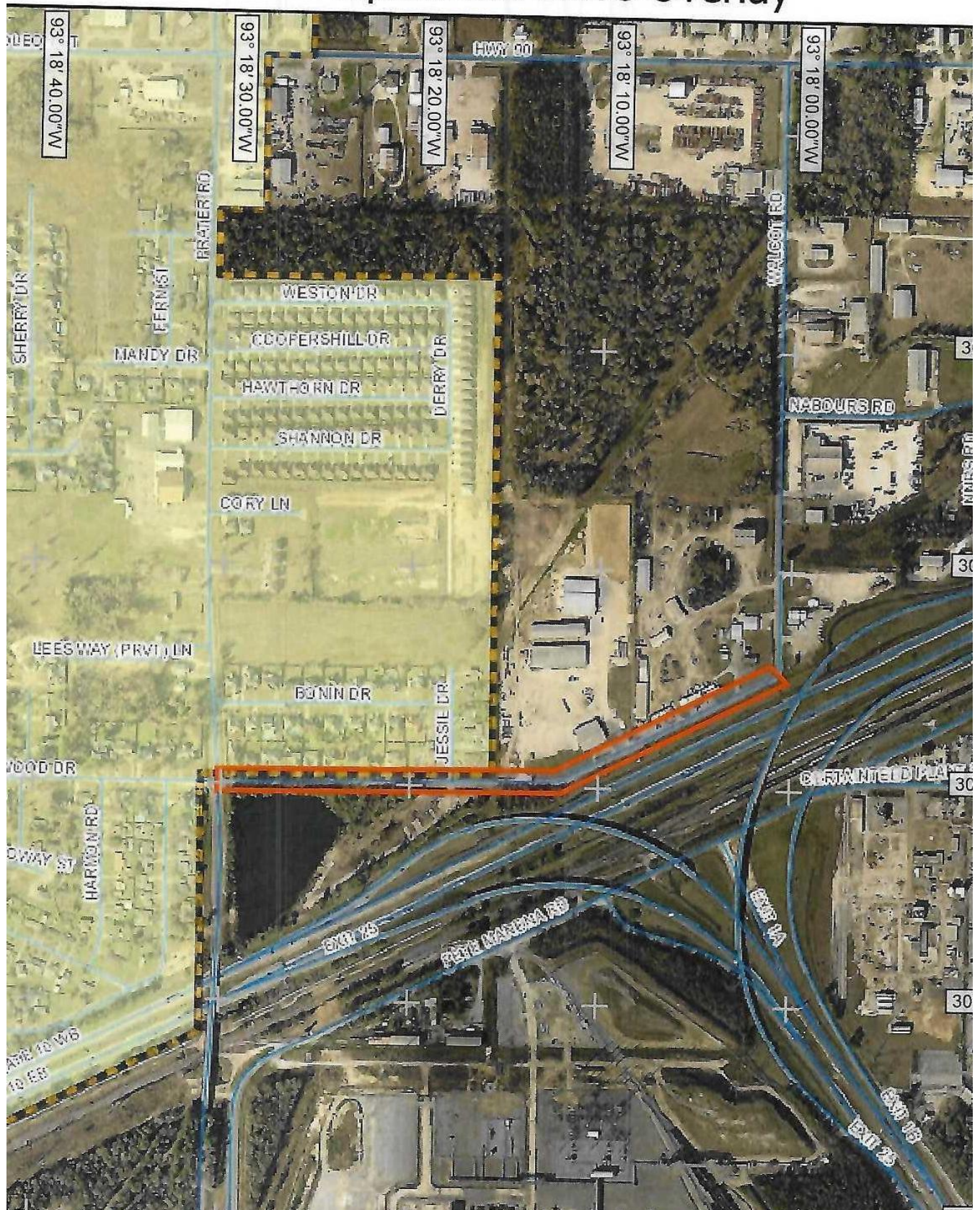


Exhibit 'B' - Maplewood Dr Road Ownership/Overlay Cost Breakdown

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

ORDINANCE NO. _____, M-C SERIES

AN ORDINANCE AMENDING AND RE-ADOPTING THE GENERAL FUND BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2021.

BE IT ORDAINED by the City of Sulphur, Louisiana, through its governing body, the City Council of the City of Sulphur, Louisiana, as follows:

SECTION 1. That the General Fund Budget of the City of Sulphur, Louisiana, for the fiscal year ending June 30, 2021, heretofore adopted by the City Council, be and the same is hereby amended and re-adopted in accordance with “Exhibit A” attached hereto and made a part hereof.

SECTION 2. All ordinances and resolutions or parts thereof in conflict herewith be and the same are hereby repealed.

BE IT FURTHER ORDAINED that this Ordinance shall become effective upon approval by the Mayor.

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 on this _____ day of _____, 2021, at _____ o'clock _____ m., the foregoing Ordinance which has been approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

	Actual YTD 1-25-2021	Budget	Difference	Amended Budget	
001-0000-337.00-.01	INTERGOVERNMENTAL REV / Federal REVENUE				
001-0000-361.10-.00	INTEREST / INTEREST ON INVESTMENTS	2,071,675.00 \$	15,000.00 \$	(2,056,675.00) \$	\$ 20,000,000.00 FEMA and CARES Act before 6/30/2021
001-0000-369.39-.00	MISCELLANEOUS / INSURANCE RMB	15,560.07 \$	125,000.00 \$	109,439.93 \$	30,000.00
001-0000-369.40-.00	MISCELLANEOUS / HURRICANE CONTRIBUTIONS	2,020,201.18 \$	-	(2,020,201.19) \$	2,020,000.00
001-0000-392.40-.00	SALE OF FIXED ASSETS / SALE OF TRANSPORTATION	55,005.00 \$	-	(55,005.00) \$	55,000.00
		13,767.01 \$	5,000.00 \$	(8,767.01) \$	15,000.00
				<u>\$ 22,120,000.00</u>	<u>Revenue</u>
001-1030-410.40-.10	PROFESSIONAL SERVICES/ AUDIT & LEGAL & PROF SVCS	63,827.00 \$	175,000.00 \$	111,173.00 \$	Crowdtergulf
				<u>\$ 12,000,000.00</u>	
				<u>\$ 12,000,000.00</u>	<u>Expenditure</u>

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 AS AMENDED

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
Public Works	1	2007 GMC Sweeper Vacall 1GDM7F1B78F405194	\$7,000.00
Water Plant	1	Scrap Pile	\$250.00

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

ORDINANCE NO. _____, M-C SERIES

AN ORDINANCE AMENDING ORDINANCE NO. 1670, M-C SERIES
TO SET FORTH GARBAGE/TRASH COLLECTION FEES CHARGED
BY THE CITY.

BE IT ORDAINED by the City Council of the City of Sulphur,
Louisiana, the governing authority thereof, that garbage-trash collection fees for normal
services rendered by the City of Sulphur, Louisiana, shall be as follows:

GARBAGE-TRASH (SOLID WASTE)

~~\$19.00~~ **\$19.65** Per Unit Per Month (A unit residential or service as defined in
existing Contract)

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.

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

AN ORDINANCE AMENDING ORDINANCE NO. 1218, M-C SERIES
ADOPTED JUNE 9, 2014 WHICH SET FORTH A CAPITAL RECOVERY
FEE CHARGED BY THE CITY.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that a Capital Recovery Fee for normal monthly water and/or sewer service for all household units, commercial units, recreational vehicle park units, mobile home park units, apartment units and City Council approved developmental units shall be as follows:

CAPITAL RECOVERY FEE

FLAT RATES

Inside	Outside
1.25 3.00	2.50 6.00

BE IT FURTHER ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that the Capital Recovery Fee shall be assessed for all units, occupied or unoccupied, in recreational vehicle parks, mobile home parks, apartment complexes and City Council approved developmental units.

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.

MIKE KOONCE, Chairman

I HEREBY CERTIFY that the
forgoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2021, at _____ o'clock
____.m.

ARLENE BLANCHARD, Clerk

I HERBY CERTIFY that I have received
from the Mayor at _____ o'clock ____ .m.
on this _____ day of _____,
2021, the foregoing Ordinance which
has been approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ORDINANCE AMENDING APPENDIX B, ARTICLE IV, PART 2 OF THE
LAND USE ORDINANCE TO PROVIDE FOR SECTION 10 – BORROW PITS
AND PONDS.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Appendix B, Article IV, Part 2 to provide for Section 10 – Borrow Pits and Ponds, of the Land Use Ordinance of the City of Sulphur to read as follows:

Section 10 – Borrow Pits and Ponds

Borrow-pits and Ponds: The removal of gravel, shell, sand, and/or topsoil materials from a lot or a part thereof to an on-site or off-site location.

1. Borrow-pits or ponds shall not exceed five (5) acres.
2. Borrow-pits or ponds shall have a setback minimum of fifty (50) feet from property lines (where applicable a fifty (50) foot front yard setback will be measured from the required right-of-way line as per the major thoroughfare plan). A public hearing is required if the minimum setbacks are not met.
3. All Borrow-pit and Pond applications shall be presented to Land Use Commission and City Council for approval.
4. The applicant shall meet the following requirements:
 - I. That the extraction and hauling be performed from daylight to dusk only;
 - II. That the extraction is performed in accordance with the borrow-pit and pond application and the site plan on file with the division of planning and development;
 - III. That necessary steps must be taken to maintain dust control and to prevent spillage and tracking from occurring on any public road;
 - IV. That no hauling will take place during inclement weather;
 - V. That a local development permit must be obtained prior to hauling;
 - VI. That hauling will be subject to any weight limits on any affected city road or bridge;
 - VII. That backfilling of any type is prohibited without proper permitting and prior approval of the Land Use Commission and the City Council.
 - VIII. That the development adheres to stormwater best management practices;
 - IX. That an application for and/or compliance with an LPDES stormwater, sand and gravel pit, or discharge permit through the department of environmental quality may be required;
 - X. That a road damage bond may be required as per the recommendation of the Public Works Director.
 - XI. That obstructing the flow of surface water is prohibited;
 - XII. Borrow-pits and Ponds shall be developed in accordance with watershed performance standards established herein with additional design criteria established in Chapter 24 of this code; and
 - XIII. That hauling must be completed within three (3) years.

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



City of Sulphur Application for Borrow Pit or Pond

Date: _____

Submit the following with this application: Legal description and a detailed site plan. Upon review, the Permit Office may require a cash deposit. If necessary, the deposit must be paid to the Permit Office before the application is considered complete. This will apply to all borrow pit and pond application requests.

Name of Applicant: _____ Phone: _____ Cell: _____

Address: _____
Street City State, Zip Code

Name of Dirt Contractor: _____ Phone: _____ Cell: _____

Address: _____
Street City State, Zip Code

Does the Dirt Contractor have an occupational license? _____ Yes _____ No

Location of Excavation: _____

Purpose of Excavation: Personal use: Borrow Pit _____ Pond _____

Will any dirt be removed from the site? _____ Yes _____ No

Size of Borrow Pit/Pond: _____ Length _____ Width _____ Depth _____ Side Slope
(Can't exceed 5 acres)

If dirt is removed from the site, this section must be filled out completely

What percentage of dirt will be removed from site _____ % # of cubic yards _____

Cubic yards are determined by using this formula (Length (ft.) X Width (ft.) X Depth (ft.) divided by 27 = cubic yards

1. Size of trucks to haul dirt: _____ 7 yards _____ 14 yards _____ Other _____

2. Number of loads to be hauled each day: _____

3. Which days of the week do you plan to operate: _____

4. Operating hours of borrow pit/pond: _____

5. How long will it take to complete the dirt removal operation: _____

6. Do you have a contract with a specific company: _____

7. Name all roads you plan to haul on from this location: _____

8. Is site to be fenced? _____ Yes _____ No Fence type: _____

9. Will borrow pit/pond be stocked? _____ Yes _____ No

10. Will public have access to the stocked pit? _____ Yes _____ No

11. What are the setbacks? _____ Side yard _____ Rear Yard _____ Front Yard

12. What is the distance of the nearest borrow pit in operation _____

13. Length of access road and type of road surface _____

Special Note: The individuals signing this form, including all accompanying documents, certifies that the information provided is true, correct and complete to the best of my knowledge and belief.

Applicant _____ Date _____ Dirt Contractor _____ Date _____

Comment letter from Land Use Administrator/Chief Building Official _____

Remarks: _____

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING MAYOR DANA HAY TO SIGN THE LA DOTD MAINTENANCE AGREEMENT FOR MOWING AND LITTER PICKUP FOR FY YEAR ENDING JUNE 30, 2022.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Mike Danahay to sign the LA DOTD Maintenance Agreement for mowing and litter pickup for FY ending June 30, 2022.

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

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

**MAINTENANCE AGREEMENT
INCLUDING MOWING AND LITTER PICKUP**

FOR THE FISCAL YEAR ENDING JUNE 30, 2022

BETWEEN

CITY OF SULPHUR

AND

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

AGREEMENT

This **AGREEMENT**, ("Agreement") is made and entered into this _____ day of _____, 2021, by and between the **STATE OF LOUISIANA**, through the Department of Transportation and Development, hereinafter referred to as ("**DOTD**"), represented herein by its Secretary or his duly authorized designee, City of Sulphur hereinafter referred to as ("**Municipality**"), appearing herein through its Mayor, Mike Danahay, duly authorized.

WITNESSETH:

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

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

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

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

ARTICLE I: Covered Roadways:

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

ARTICLE II. Mowing Litter and Trash Collection

The **Municipality** shall conduct its operation in a manner such that the safety and convenience of the public shall be regarded as a priority. All equipment and traffic control devices shall be in accordance with the Manual on Uniform Traffic Control Devices. The **DOTD** reserves the right to stop the **Municipality** from working or order any piece of equipment removed from the roadway or right of way should it be determined that the minimum safety standards are not being met.

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

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

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

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

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

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

The **Municipality** shall mow grass and cut or otherwise control mowable vegetation along ditches, around signs, guardrails and bridge ends, trim overhanging grass along curbs, and remove litter and debris within the designated, dedicated or apparent right of way. For purposes of this Agreement, Mowable vegetation is defined as any trees, vegetation, brush, etc., that is two inches in diameter or less measured five inches above the ground. Mowing and litter removal shall be accomplished a minimum of four (4) times per year. The dates of the mowing operations shall be set forth on the Mowing Plan submitted by Municipality to Roadside Development Coordinator assigned to the DOTD District where the mowing operations are to take place.

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

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

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

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

ARTICLE III: Use of Herbicide/Chemicals in Mowing Operations

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

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

Municipality shall notify DOTD of its intention to apply chemicals for growth retarding purposes. Said notification shall be in writing and shall be included in the **Municipality's** Roadside Management Plan. The Roadside Management Plan shall

include projected mowing and spraying schedules for the yearly contract. All herbicide applicators must possess a Category 6 Pesticide Applicators license obtained through the Louisiana Department of Agriculture and Forestry. A copy of licenses shall be included in the **Municipality's** Management Plan if the work is to be performed by **Municipality** employees. If herbicide/chemical application will be performed by **Municipality's** contractor, proof of insurance and required Louisiana licensing procedures shall be followed. The **DOTD** reserves the right to inspect and approve all forms of application equipment when making herbicide/chemical applications to **DOTD** Roadways and rights of ways.

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

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

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

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

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

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

Spot Treatments:

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

Roadside Development Coordinator for the chemicals used by the **Municipality** for spot treatments.

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

ARTICLE IV: Reimbursement

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

ARTICLE V: Payments

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

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

ARTICLE VI: Substandard Performance

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

ARTICLE VII: Indemnification

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

ARTICLE VIII: Funding Contingency

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

ARTICLE IX: Limitation On Use of State Funds

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

ARTICLE X: Term and Cancellation

This Agreement shall begin on **July 1, 2021**, and shall end on **June 30, 2022**, but may be terminated earlier under any or all of the following conditions:

By mutual agreement and consent of the parties hereto.

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

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

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

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

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

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

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

ARTICLE XI: Claims for Liens

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

ARTICLE XII: Compliance With Laws

The **Municipality** agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the

Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the **Municipality** agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

ARTICLE XIII: Agreement Modifications

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

ARTICLE XIV: Disputes

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

ARTICLE XV: Record Keeping, Reporting and Audits

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

Agreement, for inspection by the **DOTD** Audit Control Section, the Legislative Auditor, and/or the Office of the Governor, Division of Administration Auditors under State and Federal Regulations effective as of the date of this Agreement and copies thereof shall be furnished if requested.

ARTICLE XVI: Covenant Against Contingent Fees

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

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

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

ARTICLE XVII: Subletting, Assignment or Transfer

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

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

ARTICLE XVIII: Successors and Assigns

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

THUS DONE AND SIGNED at _____, Louisiana, this ____ day of _____, 2021.

WITNESSES

Municipality

BY: _____
(Signed Name)

Mike Danahay
(Printed Name)

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

Tax ID. # 72-6001361

THUS DONE AND SIGNED at Lake Charles, Louisiana, this ____ day of _____, 2021.

WITNESSES:

DOTD

_____ **BY:** _____
Donald L Duberville, PE
DISTRICT ENGINEER ADMINISTRATOR

City of Sulphur Road description

EXHIBIT "A"

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

Total Undivided 7.76
Total Divided 1.54
Total Miles 9.30

“Exhibit B”

Municipality	Fiscal Year
CDM	

SRM No.

Date from

Fiscal Year

Date to

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

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

[illegible]

Signed By:

Printed Name:

RESOLUTION NO. _____ M-C SERIES

Resolution amending Resolution No. 3043, M-C Series adopted March 13, 2017 which designated additional festivals and events sponsored by the City of Sulphur.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Resolution No. 3043, M-C Series adopted March 13, 2017 to include Chamber Fest – Red, White & Run 5K and to state that designated festivals and events held in the City of Sulphur shall be allowed with the Mayor and Chairman of City Council approval.

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

, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

Examples of the festivals and events follow, but are not limited to:

National Night Out

Stars and Stripes in the Park Classic Show

Veteran's Day Celebration

Christmas Under the Oaks

Movies in the Square

LHSAA Girls State Softball Tournament

LHSAA Boys State Baseball Tournament

SHS Lady Tor Softball Invitational

Roll to the Grove

LHSAA State Swim Meet

Mardi Gras Event

Easter Egg Hunt

Chamber Fest – Red, White & Run 5K - Added

RESOLUTION NO. _____, M-C SERIES

Resolution authorizing the advertisement of bids for Smith Road and Archie Road Rehabilitation.

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 Smith Road and Archie Road Rehabilitation, said bids to be in accordance with the quantities and specifications on file with Meyer and Associates, 600 North Cities Service Hwy., Sulphur, Louisiana 70663 or online at BidXpress.

BE IT FURTHER RESOLVED that the advertisement of bids will be in "The American Press, the official journal of the City of Sulphur, in four separate publications that will be advertised at a later date by Meyer and Associates.

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

MIKE KOONCE, Chairman

RESOLUTION NO. _____, M-C SERIES

Resolution approving liquor license for West Calcasieu Chamber of Commerce for Chamber Fest – Red, White & Run 5K, 923 Ruth Street.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby approve liquor license for West Calcasieu Chamber of Commerce for Chamber Fest – Red, White & Run 5K, 923 Ruth Street.

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

, 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: Chamber Red, White & Run 5K

Owner: Lena McArthur

Business Location: 923 Ruth St Sulphur, La 70663

Date of Application: April 05, 2021

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: _____

CITY OF SULPHUR
SPECIAL EVENT PERMIT

CLASS "A"

LOW CONTENT ☒

HIGH CONTENT ☐

Name of Organization: Chamber Red, White & Run 5K

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

Address: 923 Ruth St Sulphur, La 70663

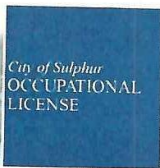
having paid to the Corporation of the City of Sulphur, Louisiana, the sum of \$ _____

is hereby licensed to pursue the occupation as dealer of alcoholic beverages designed for the
period of May 29, 2021 through May 29, 2021 not to exceed three
consecutive days.

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

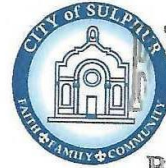
THIS PERMIT MUST BE POSTED CONSPICUOUSLY DURING THE EVENT

JENNIFER THORN, DIRECTOR OF FINANCE



Denise Chandler, Director of Municipal Services

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



RECEIVED
APR 05 2021

BY: [Signature]
Mike Danahay, Mayor

Special Event Permit Application

Application is for High Content Low Low Content Beer Only

1. Name of Event Chamber Fest Red, White & Run 5K
2. Event Location 923 Ruth Street + Sulphur, LA 70663
3. Legal Name of Organization West Calcasieu Chamber of Commerce
4. Mailing Address 500 N Huntington Street, Sulphur, LA 70663
5. Home/Corp Address _____
6. Business Telephone 337-313-1121 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
Lena McArthur - Executive Director
8. Event Dates (Not to exceed 3 consecutive days) May 29, 2021
9. Describe in detail the type of event activity or service you will perform
5K Run starts at 7:30AM Festival with Car Show & Live Bands with Food Trucks

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

Signature of applicant

Lena McArthur

Title

Executive Director

Tax id #/ssn

72-0400437

FAITH



FAMILY



COMMUNITY

Revised 4/22/2020

Anna Manuel

From: Caitlen Johnson
Sent: Wednesday, April 7, 2021 8:23 AM
To: Anna Manuel
Subject: RE: background check/ Lena McArthur

She is CLEAR. This check is only for inside of Sulphur City Limits by Sulphur Police this search does not include anything from Sheriff's Office or State Police that happens inside of City Limits.

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

From: Anna Manuel <amanuel@sulphur.org>
Sent: Wednesday, April 7, 2021 8:17 AM
To: Caitlen Johnson <cjohnson@sulphur.org>
Cc: Anna Manuel <amanuel@sulphur.org>
Subject: background check/ Lena McArthur

Thank you!

Anna Manuel
License Department
City of Sulphur
110 N Huntington St. Sulphur, La 70663
amanuel@sulphur.org
Office: 337-527-4517
Fax: 337-527-2053

AN ORDINANCE ACCEPTING THE DONATION OF PROPERTY FROM CALCASIEU PARISH POLICE JURY AND AUTHORIZING THE MAYOR TO EXECUTE SAID DONATION AGREEMENT AND PROVIDING FOR EFFECTIVE DATE OF ORDINANCE.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby accept from CALCASIEU PARISH POLICE JURY, the donation of the following described property situated in the Parish of Calcasieu, State of Louisiana, to-wit:

BEGINNING AT A EXISTING 1" REBAR MARKING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 10 WEST IN CALCASIEU PARISH LOUISIANA, THENCE N 0°50'03" E ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF NORTHWEST QUARTER A DISTANCE OF 1330.01 FEET TO THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF NORTHWEST QUARTER, ALSO BEING THE SOUTHWEST QUARTER OF SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 10 WEST, RANGE 10 WEST, THENCE N 0°08'25" E ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SOUTHWEST QUARTER A DISTANCE OF 622.78 FEET TO THE SOUTH RIGHT OF WAY LINE OF SOUTH FRONTAGE ROAD, THENCE S 89°23'36" E ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 27.68 FEET TO THE NORTHWEST CORNER OF WEST CALCASIEU PARISH COMMUNITY CENTER AUTHORITY, THENCE S 0°48'42" W (CALL SOUTH) ALONG SHARED PROPERTY LINE WITH WEST CALCASIEU PARISH COMMUNITY CENTER AUTHORITY A DISTANCE OF 1952.58 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER OF NORTHWEST QUARTER OF SECTION 10, THENCE N 89°24'44" W ALONG SAID SOUTH LINE A DISTANCE OF 20.90 FEET TO POINT OF BEGINNING. CONTAINS 0.973 ACRES.

BEING ACQUIRED BY DONOR BY ACT OF SALE FROM SULPHUR GROUP, LLC, AS RECORDED ON MARCH 8, 2017, IN CONVEYANCE BOOK 4176, PAGE 333, BEING ENTRY NO. 3267446, 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 as "Exhibit A".

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

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

WARD FOUR
SOUTH FRONTAGE ROAD PROJECT

ACT OF DONATION

STATE OF LOUISIANA
PARISH OF CALCASIEU

BE IT KNOWN, that on the dates set forth below, before the undersigned Notaries Public, duly commissioned and qualified in and for their respective Parishes and State, and in the presence of the undersigned competent witnesses, personally came and appeared:

CALCASIEU PARISH POLICE JURY, a political subdivision of the State of Louisiana, hereinafter referred to as "Donor" and represented by Brian Abshire, its duly authorized President, whose permanent mailing address is Post Office Box 1583, Lake Charles, Louisiana, 70602; and

CITY OF SULPHUR, a political subdivision of the State of Louisiana, hereinafter referred to as "Donee" and represented by Mike Danahay, its Mayor, whose mailing address is 101 N. Huntington Street, Sulphur, Louisiana 70663,

The Donor declared that it does by these presents, donate, convey, assign, grant transfer, set over and deliver, with all legal warranties and with full substitution and subrogation to all rights and actions of warranty against all former owners and vendors, to the Donee which hereby accepts this donation for itself and its successors and assigns, acknowledging due delivery and possession thereof, all of the Donor's right, title, and interest in the following described property:

Beginning at a existing 1" rebar marking the Southwest corner of the Northwest Quarter of the Northwest Quarter of Section 10, Township 10 South, Range 10 West in Calcasieu Parish Louisiana, thence N 0° 50' 03" E along the West line of said Northwest Quarter of Northwest Quarter a distance of 1330.01 feet to the Northwest corner of said Northwest Quarter of Northwest Quarter, also being the Southwest Quarter of Southwest Quarter of Section 3, Township 10 West, Range 10 West, thence N 0° 08' 25" E along the West line of said Southwest Quarter of Southwest Quarter a distance of 622.78 feet to the South Right of Way line of South Frontage Road, thence S 89° 23' 36" E along said South Right of Way line a distance of 27.68 feet to the Northwest corner of West Calcasieu Parish Community Center Authority, thence S 0° 48' 42" W (call South) along shared property line with West Calcasieu Parish Community Center Authority a distance of 1952.58 feet to the South line of said Northwest Quarter of Northwest Quarter of Section 10, thence N 89° 24' 44" W along said South line a distance of 20.90 feet to Point of Beginning. Contains 0.973 acres.

Being acquired by Donor by Act of Sale from Sulphur Group, LLC, as recorded on March 8, 2017, in Conveyance Book 4176, Page 333, bearing Entry No. 3267446, records of Calcasieu Parish, Louisiana.

together with all improvements, constructions, and component parts that may be located or situated wholly or partially in or on the property (hereinafter referred to as the "Property").

The Donor's intention is to convey and assign to the Donee by virtue of this instrument one hundred percent (100%) of the ownership of the Property.

This donation is made for and in consideration of the mutual benefits accruing to the parties hereto, as more fully set forth in that certain Cooperative Endeavor Agreement ("CEA") entered into by and between Donor and Donee as of January 8th, 2013. Donor and Donee acknowledge and agree that the CEA was entered into for a public purpose, namely the South

Frontage Road Project, involving the development, improvement and maintenance of public roads and utilities.

Donee appears herein to accept this donation and acknowledge delivery and receipt of same.

Donor and Donee have waived the production of the mortgage, conveyance, and tax research certificates, as well as a survey of the premises or title examination, and any and all parties concerned, including but not limited to the undersigned notar(ies) public, are relieved and released from any liability or responsibility resulting therefrom.

IN TESTIMONY WHEREOF, the parties hereto have signed and executed and acknowledged this instrument as their free and voluntary acts, in triplicate originals, in the presence of the undersigned competent witnesses, on the ____ day of _____, 2021.

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

IN TESTIMONY WHEREOF, the parties hereto have signed and executed and acknowledged this instrument as their free and voluntary acts, in the presence of the undersigned competent witnesses, as of this _____ day of _____, 2021.

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

