

AGENDA
SULPHUR CITY COUNCIL MEETING
MONDAY, DECEMBER 13, 2021, AT 5:30 P.M.

THERE WILL BE A REGULAR MEETING OF THE SULPHUR CITY COUNCIL **MONDAY, DECEMBER 13, 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. PRESENTATION by Sulphur Armed Forces Commission. I18-21 (Mayor Danahay)
2. EXTENSION FOR TEMPORARY HOUSING IN RECREATIONAL VEHICLES DUE TO DAMAGE CAUSED BY HURRICANE LAURA FOR THE FOLLOWING ADDRESSES:
 - a. To extend temporary housing in a recreational vehicle at 105 Ann Avenue, in accordance with Ordinance No. 1693.
 - b. To extend temporary housing in a recreational vehicle at 1301 Sherwood Drive, in accordance with Ordinance No. 1693.
 - c. To extend temporary housing in a recreational vehicle at 324 Rio Hondo, in accordance with Ordinance No. 1693.
 - d. To extend temporary housing in a recreational vehicle at 29 Poinsetta Road, in accordance with Ordinance No. 1693.
 - e. To extend temporary housing in a recreational vehicle at 1033 West Verdine Street, in accordance with Ordinance No. 1693.
 - f. To extend temporary housing in a recreational vehicle at 102 Morgan Road, in accordance with Ordinance No. 1693.
 - g. To extend temporary housing in a recreational vehicle at 112 Morgan Road, in accordance with Ordinance No. 1693.
 - h. To extend temporary housing in a recreational vehicle at 4900 Maplewood Drive, in accordance with Ordinance No. 1693.

- i. To extend temporary housing in a recreational vehicle at 415 West Verdine Street, in accordance with Ordinance No. 1693.
3. PUBLIC HEARING on ordinance repealing Ordinance No. 1645, M-C Series which authorized the lease of property of the City of Sulphur to Paula Carlin, 1001 Melanie Drive. ORD91-21 (Mayor Danahay)
4. PUBLIC HEARING on ordinance authorizing Mayor Danahay to sign JSA with Calcasieu Parish E911 Communications District for office space for Police Department. ORD92-21 (Mayor Danahay)
5. PUBLIC HEARING on ordinance granting a rezone to Rotary Club of Sulphur (buyer Mission Land LLC) from Residential to Mixed Residential for the northern parcel (Lot 11) located at 1640 Eddie Street to allow for a mobile home. ORD93-21 (Mike Koonce)
6. PUBLIC HEARING on ordinance granting a rezone to Rotary Club of Sulphur (buyer Mission Land LLC) from Residential to Business for the southern parcel (Lot 13) located at 1640 Eddie Street to allow for storage of construction tools and equipment with office for construction business. ORD94-21 (Mike Koonce)
7. INTRODUCTION OF ORDINANCE amending Chapter 14, Section 5 of the Code of Ordinances of the City of Sulphur – Manufactured home restrictions (square footage of manufactured home). ORD95-21 (Mayor Danahay)
8. INTRODUCTION OF ORDINANCE granting a variance to Regina Perry, 767 North Claiborne Street, to allow for an RV to be 590 square feet rather than the required 600 square feet. ORD96-21 (Dru Ellender)
9. INTRODUCTION OF ORDINANCE amending Chapter 17, Section 19 of the Code of Ordinances of the City of Sulphur – Piping Installation Standards. ORD97-21 (Mayor Danahay)
10. INTRODUCTION OF ORDINANCE authorizing Mayor Danahay to enter into a Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury to accept ownership of a parcel of property located at 2392 Tammy Drive. ORD98-21 (Mayor Danahay)
11. INTRODUCTION OF ORDINANCE authorizing Mayor Danahay to enter into a Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury to accept ownership of a parcel of property located at 1030 Invader Street. ORD99-21 (Mayor Danahay)

12. INTRODUCTION OF ORDINANCE authorizing Mayor Danahay to enter into a Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury to accept ownership of a parcel of property located at 2325 Timberlane Drive.
ORD100-21 (Mayor Danahay)
13. INTRODUCTION OF ORDINANCE authorizing Mayor Danahay to enter into a Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury to accept ownership of a parcel of property located at 2329 Timberlane Drive.
ORD101-21 (Mayor Danahay)
14. INTRODUCTION OF ORDINANCE declaring certain movable property of the City of Sulphur and providing for the disposal thereof (miscellaneous items).
ORD102-21 (Mayor Danahay)
15. RESOLUTION awarding low bid for annual supply of pipe and fittings, chemicals, limestone and asphalt mix for the City. RES55-21 (Mayor Danahay)
16. RESOLUTION re-appointing Coy Vincent to the West Calcasieu Parish Community Center Board of Directors. RES56-21 (Mayor Danahay)
17. RESOLUTION authorizing Mayor Danahay to sign any and all Environmental Review documents for the Sulphur Housing Authority. RES57-21 (Mayor Danahay)
18. RESOLUTION authorizing Jennifer Thorn to sign on behalf of the City of Sulphur to reject Uninsured/Underinsured Motorist Bodily Injury Coverage.
RES58-21 (Mayor Danahay)
19. RESOLUTION setting meeting dates for the City Council, Land Use and Board of Zoning Adjustment meetings for 2022. RES59-21 (Mayor Danahay)
20. RESOLUTION authorizing Mayor Danahay to submit the FY 2019 Edward Byrne Allocation Justice Assistance Grant (JAG) for laptops for Police Department.
RES60-21 (Mayor Danahay)
21. RESOLUTION authorizing the City of Sulphur to join with the State of Louisiana and other local governmental units as a participant in the Louisiana State-Local Government Opioid Litigation Memorandum of Understanding and any subsequent formal agreements necessary to implement the MOU. RES61-21 (Mayor Danahay)
22. RESOLUTION authorizing Mayor Danahay to submit grant application for Certified Mobile Forensic Training with Datapilot 10 for Police Department.
RES62-21 (Mayor Danahay)
23. RESOLUTION authorizing the advertisement of bids for A9-21033-Sulphur Wastewater Plant Phase 1 SBR Process Improvements – Installation of Decant Control Butterfly Valves. RES63-21 (Mayor Danahay)

24. RESOLUTION approving the recommendation of Mayor Danahay for the appointment of Austin Abrahams as Director of Public Works. RES64-21 (Mayor Danahay)
25. 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, January 10, 2022, at 5:30 p.m. in the Council Chambers located at 500 North Huntington Street, Sulphur, LA.

ORDINANCE NO. _____, M-C SERIES

ORDINANCE REPEALING ORDINANCE NO. 1645, M-C SERIES
WHICH AUTHORIZED THE LEASE OF PROPERTY OF THE CITY
OF SULPHUR TO PAULA CARLIN, 1001 MELANIE DRIVE.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby repeal Ordinance No. 1645, M-C Series which authorized the lease of property of the City of Sulphur to Paula Carlin, 1001 Melanie Drive.

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

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

JOY ABSHIRE, 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 been
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

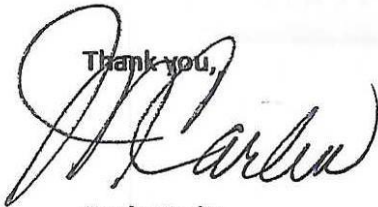
City of Sulphur
101 N. Huntington St
Sulphur, LA 70663

Received certified mail 10/20/21
Arlene

RE: Ordinance No. 1645
Lease property 1001 Melanie Dr. Sulphur LA

To whom it may concern, I Paul Carlin lessee of 1001 Melanie dr. hereby wish to terminate the lease of the aforementioned property.

Thank you,



Paula Carlin

Enclosed \$58⁰⁰ Check 9/4/3-

ORDINANCE NO. 1645 M-C SERIES

ORDINANCE AUTHORIZING THE LEASE OF PROPERTY OF THE CITY
OF SULPHUR TO PAULA CARLIN, 1001 MELANIE DRIVE.

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 execute Lease Agreement with Paula Carlin for property located at 1001 Melanie Drive (Lot 7 of Villa Maria Subdivision).

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 9th day of September 2019.

Melinda Hardy
MELINDA HARDY, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
10th day of September,
2019, at 11:30 o'clock a.m.

Arlene Blanchard
ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received
from the Mayor at 1:15 o'clock p.m.
on this 10th day of September
2019, the foregoing ordinance which has
approved/vetoed by the Mayor.

Arlene Blanchard
ARLENE BLANCHARD, Clerk

APPROVED

Mike Danahay
MIKE DANAHAY - MAYOR

DATE 9/10/19

STATE OF LOUISIANA
PARISH OF CALCASIEU

LEASE AGREEMENT

This Lease Agreement is made and entered into on the day, month, and year set forth below, by and between the City of Sulphur, a municipal corporation and political subdivision of the State of Louisiana, herein appearing through Michael E. Danahay, Mayor, hereinafter referred to as "Lessor," and Paula Carlin, a resident of the Parish Calcasieu of the full age of majority, with a mailing address of 1010 Melanie Dr., Sulphur, LA 70663, hereinafter referred to as "Lessee."

WITNESSETH:

1. Premises. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor the following described property, to-wit:

1001 Melanie Drive
Lot 7 of Villa Maria Subdivision

2. Term. The term of this lease shall be ten (10) years, and shall begin on the 1st day of October, 2019 and ending on the 30th day of September, 2029. In addition, this Lease Agreement, with any extensions is made and accepted subject to the restrictions herein and in Exhibit "A," attached hereto and made a part of this lease agreement.

3. Rent. As rental for the lease premises, Lessee will pay Lessor at its primary business address as noticed by Lessor to Lessee, currently 101 N Huntington St, Sulphur, LA 70663, without demand and without deduction, abatement or set-off, the sum of ONE HUNDRED AND NO/100 (\$100.00) DOLLARS annually, which payment shall be received by the City from the Lessee on or before the 31st of January each year, but with the first payment being due on the 1st of October, 2019.

4. Use. Lessee shall use the above-described property only for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved permeable parking and other uses consistent with FEMA Flood Mitigation Grant Guidance for open space acquisition. It shall additionally comply with all terms of the Cooperative Endeavor Agreement between the City and the Calcasieu Parish Police Jury recorded in Calcasieu Conveyance Book 3751 commencing at Page 492.

5. Repairs and Maintenance. Lessee shall, at his/her own cost and expense, during the term of this Lease Agreement, keep and maintain the leased premises in accordance with all applicable city ordinances, including the obligation to keep the grass mowed. Lessee shall not construct any structures, buildings, or other appurtenances upon the subject property.

6. Liability and Indemnity. Lessee agrees to carry and furnish public liability insurance for its protection and during the term of this lease and any renewal thereof, with limits of not less than \$100,000.00 for injury, loss or damage sustained by one person in any one incident and not less than the sum of \$250,000.00 for injury, loss or damage sustained by more than one person in any one accident and \$100,000.00 for property damage.

Lessee agrees to indemnify, hold harmless, and defend, Lessor from all claims, including costs and expenses of defending such claims for any injury or damage to any person, or the property of any person, occurring during the term of this lease in or about the Leased Premises from any act or omission of Lessee or Lessee's agents, employees, contractors and/or invitees, for which Lessee would be directly or vicariously liable, including any liability related to the condition or maintenance of the Leased Premises.

7. Assignment and Subletting. Lessee shall not assign this lease or sublease the premises or any part thereof, or mortgage, pledge or hypothecate its leasehold interest, or grant any concession or license within the leased premises without prior express written consent of the Lessor, and any attempt to do any of the foregoing without the Lessor's prior express written consent shall be void. Notwithstanding any such consent, the undersigned Lessee will remain solidarily liable, along with any approved assignee or sublessee which shall automatically become liable for all obligations of the Lessee hereunder, and Lessor shall be permitted to enforce the provisions of this instrument directly against the undersigned Lessee and/or any assignee or sublessee without proceeding in any way against any other person.

8. Access by Lessor. Lessor, its agents and employees, shall have access to and the right to enter upon the leased premises at any reasonable time to examine the condition thereof, to take any action required of Lessor or to show the premises for any reasonable purpose.

9. Remedies. It is understood and agreed that the violation of any clause or provision of this Lease shall entitle Lessor at its option to obtain immediate termination of the Lease.

10. Non-waiver. Neither acceptance of rent by the Lessor nor failure by the Lessor to complain of any action, non-action, or default of the Lessee shall constitute a waiver of any of the Lessor's rights contained herein. Waiver by Lessor of any right for any default of Lessee shall not constitute a waiver of any right for either a subsequent default of the same obligation or any other default.

11. Termination of Lease. Lessee shall have the right to cancel this Lease at any time during the primary term or any extended term upon one hundred eighty (180) days written notice to Lessor.

12. Notice. All notices provided herein to the respective parties shall be given in writing and by certified mail to the following addresses (which shall be updated by written notice to the other party):

Lessor: City of Sulphur
101 N Huntington St
Sulphur, LA 70663

Lessee: Paula Carlin
1010 Melanie Dr.
Sulphur, LA 70663

THIS DONE AND SIGNED in Sulphur, Louisiana on this 23rd day of September, 2019

in the presence of the undersigned competent witnesses and Notary Public.

WITNESSES:

Summer Goode

Printed Name 1:
Summer Goode

Erica Martin

Printed Name 2:

Erica Martin

LESSOR

CITY OF SULPHUR

BY:

Michael E. Danahay
MAYOR MICHAEL E. DANAHAY

Renee L. Williams

NOTARY PUBLIC, Id. No. 30465

Printed Name: Renee L. Williams

My Commission Expires: at death

RENEE L. WILLIAMS
NOTARY PUBLIC
ID# 30465
My Commission Expires At Death

THIS DONE AND SIGNED in Sulphur, Louisiana on this 23rd day of September, 2019

in the presence of the undersigned competent witnesses and Notary Public.

WITNESSES:

Erica Martin

Printed Name 1:

Erica Martin

Summer Goode

Printed Name 2:

Summer Goode

LESSEE

Paula Carlin
PAULA CARLIN

Renee L. Williams

NOTARY PUBLIC, Id. No. 30465

Printed Name: Renee L. Williams

My Commission Expires: at death

RENEE L. WILLIAMS
NOTARY PUBLIC
ID# 30465
My Commission Expires At Death

**EXHIBIT "A" TO LEASE
OPEN SPACE LEASED PROPERTY REQUIREMENTS**

Once a property has been mitigated using the Federal Emergency Management Agency (FEMA) hazard mitigation grant funds or other non-disaster FEMA grant funds certain requirements must be adhered to with respect to the future use of that property. All of the following rules must be complied with for such mitigated properties:

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

The goal is to have minimal impact on the floodplain allowing the natural drainage flow characteristics of the property and for the surrounding area to remain as natural as possible. In accordance with that goal and with respect to leases for properties acquired utilizing FEMA disaster or non-disaster grant funds, a decision has been made that no manufactured homes, manufactured offices, recreational vehicles, etc. will be allowed to remain on the lease property even if they are movable and/or temporarily stored on the leased premises. Anything indicative of residential occupancy of the property will not be permitted on any open space leased property.

In addition, no other storage equipment that impedes the flow of flood waters will be allowed. Therefore storage containers with four walls, or anything similar in nature, are not allowed to be located on the open space leased property. While this is both a floodplain and grant requirement, zoning rules may also prevent certain activity on the open space leased property. The storage of any other eligible items must be movable, temporary in nature and in no way connected to the operation of a commercial or governmental facility.

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

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

No electrical connections are allowed on the property without approval by the City and Parish Floodplain Manager. Permitting may be required and will be strictly enforced as to any limitations of approved uses. The above and foregoing restrictions in this Exhibit are non-exclusive restrictions, and the restrictions referenced in the Lease shall always be applicable and followed by the Lessee.

SEE HIGHLIGHTED AMENDMENTS IN SECTION 3 AND 5.

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING MAYOR DANAHAY TO ENTER INTO A JOINT SERVICES AGREEMENT WITH CALCASIEU PARISH E911 COMMUNICATIONS DISTRICT FOR OFFICE SPACE FOR THE POLICE DEPARTMENT.

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 Joint Services Agreement with Calcasieu Parish E911 Communications District for office space for the Police Department.

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.

JOY ABSHIRE, Chairman

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

ARLENE BLANCHARD, Clerk

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

ARLENE BLANCHARD, Clerk

STATE OF LOUISIANA :

JOINT SERVICES AGREEMENT

PARISH OF CALCASIEU :

This Joint Services Agreement is entered into by the CALCASIEU PARISH PUBLIC SAFETY COMMUNICATIONS DISTRICT (“COMMUNICATIONS DISTRICT”) herein represented by its duly authorized Executive Director, Richard J. McGuire, appearing herein pursuant to a Resolution adopted by the Board of Commissioners, attached herein and made a part hereof, and the CITY OF SULPHUR (“SULPHUR”), herein represented by its Mayor, Mike Danahay for the following consideration, and subject to the following conditions, the parties do hereby contract as follows:

1.

The COMMUNICATIONS DISTRICT agrees during the term of this contract to provide floor space, utilities and janitorial services at the COMMUNICATIONS DISTRICT’S primary site, 911 Hodges Street, Lake Charles, Louisiana for SULPHUR to conduct and operate two dispatch positions. The floor space will include an area totaling approximately 200 square feet of floor space on the third floor of the 911 Hodges Street building. This area is on the west wall of the building in between the Mechanical and Equipment rooms on the third floor. Included are rights to use the common areas in coordinate and cooperation with the other buildings occupant. These areas include the third-floor coffee room, the second-floor meeting/training rooms and shower facility, and the first-floor meeting/training room. The COMMUNICATIONS DISTRICT agrees to maintain the facility in good condition during the term of this agreement.

2.

SULPHUR agrees that said space is to be used solely for the purpose of conducting and supervising its dispatch operations. SULPHUR agrees to purchase and install, at its own expense, all equipment and /or furnishings and to employ such personnel as necessary to enable SULPHUR to maintain the operations of its office. It further agrees to reimburse the COMMUNICATIONS DISTRICT for improvements, repairs, renovations or changes made to the facility or equipment requested by SULPHUR and agrees to make no improvements, repairs, renovations or changes to the building, network or equipment without prior approval of the COMMUNICATIONS DISTRICT. SULPHUR shall be liable for any damages to property and/or equipment on the property caused by its personnel, visitors, contract personnel or others, and agrees to keep and return said areas, equipment and facilities in original conditions, accounting for normal wear and tear. SULPHUR agrees at the expiration of the agreement to terminate for other causes to immediately surrender possession by actual delivery of all keys to the COMMUNICATIONS DISTRICT. SULPHUR agrees not permit the presence, use, disposal, storage or release of hazardous substances upon the premises during the term of this agreement.

3.

SULPHUR hereby agrees to indemnify, hold harmless, and defend the COMMUNICATIONS DISTRICT from any and all claims whatsoever kind in tort, contract, or otherwise, arising from or which might arise out of its occupancy of portions of the building situated at 911 Hodges St. Lake Charles, Louisiana, o operations conducted by SULPHUR conducted therein. SULPHUR shall not indemnify, hold harmless, or defend the COMMUNICATIONS DISTRICT from any against any claims alleged to have been caused solely by the fault of the COMMUNICATIONS DISTRICT or as a result of its intentional fault. SULPHUR agrees to provide and maintain Workers Compensation insurance for all SULPHUR employees assigned to or visiting the facility

4.

SULPHUR agrees to remit to the COMMUNICATIONS DISTRICT \$2,000.00 (Two thousand dollars and no cents) within thirty (30) days of receipt of invoice for the yearly lease, to be billed on the anniversary date of this agreement.

5.

The initial term of this Agreement shall be from_____, 2021 to_____, 2022. This Agreement shall be renewed on an annual basis, beginning _____, unless written notice of cancellation is given sixty (60) days prior to the anniversary date.

COMMUNICATIONS DISTRICT reserves the right to cancel agreement if it deems it necessary for the effective and efficient management of its operations. If this Agreement is terminated at any point other than the anniversary date, the SULPHUR shall be reimbursed proportionally for any unused portion of the term from the point of vacating the premises.

THUS DONE AND PASSED in triplicate originals at Lake Charles, Louisiana, in the presence of the undersigned competent witnesses and me, Notary Public, on the _____ day of _____, 2021.

WITNESSES: CALCASIEU PARISH PUBLIC SAFETY
COMMUNICATIONS DISTRICT

BY: _____
RICHARD J MCGUIRE,
Executive Director

NOTARY PUBLIC

THUS DONE AND PASSED in quintuplicate originals at Lake Charles, Louisiana, in the presence of the undersigned competent witnesses and me, Notary Public, on the _____ day of _____, 2021.

WITNESSES: CITY OF SULPHUR

BY: _____
MIKE DANAHAAY, MAYOR

NOTARY PUBLIC

ORDINANCE NO. M-C SERIES

ORDINANCE GRANTING A REZONE TO ROTARY CLUB OF SULPHUR
(BUYER MISSION LAND LLC) FROM RESIDENTIAL TO MIXED
RESIDENTIAL FOR THE NORTHERN PARCEL (LOT 11) LOCATED AT 1640
EDDIE STREET TO ALLOW FOR A MOBILE HOME.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a rezone to Rotary Club of Sulphur (Buyer Mission Land LLC) from Residential to Mixed Residential for the following described property:

LOT 11 DARBONNE EST

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

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

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

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

BE IT FURTHER ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a rezone to Rotary Club of Sulphur (Buyer Mission Land LLC) from Residential to Mixed Residential for the northern parcel (Lot 11) located at 1640 Eddie Street to allow for a mobile home.

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

JOY ABSHIRE, Chairman

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

ARLENE BLANCHARD, Clerk

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

ARLENE BLANCHARD, Clerk



CITY OF SULPHUR
APPLICATION FOR

DEVELOPMENT APPROVAL

Date Received 10/26/21

\$50.00 Fee (Non-Refundable) pd.

(Exact cash or check only)

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

PRINT NAME Tonia Palermo for Mission Land LLC DATE 10/25/21

PROPERTY OWNER INFORMATION

Name of Property Owner Rotary Club of Sulphur (buyer is Mission Land LLC)

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

Mailing Address: PO Box 111 (address for Mission Land is: 3506 Ryan St, Lake Charles, LA 70605)

Email: ToniaPalermo@Live.com (buyer) (C) 337-794-8930 Bill McMullen buyer

Phone Number (H) _____ (W) _____ (C) 337-304-3625 Tonia Palermo buyer

PROPERTY INFORMATION

Location Address: 1640 Eddie St, Sulphur, LA 70663

Present Zoned Classification: Residential

LEGAL DESCRIPTION FROM ABSTRACT OR TAX RECORD (PRINT NEATLY OR TYPE)
Lots 11 and 12 Darbonne Est and Lot N Pecan Acs Sub

DO YOU CURRENTLY HAVE ANY PENDING VIOLATION WITH ANY ORDINANCE OF THE CITY OF SULPHUR
YOU, OR A REPRESENTATIVE, MUST ATTEND BOTH LAND USE AND CITY COUNCIL MEETING

YES ☒ NO ☒
INITIAL LRP

☒ REZONE ☐ EXCEPTION ☐ SUBDIVISION ☐ BILLBOARD ☐ PRE. PLAT ☐ FINAL PLAT
☐ DOES REZONE REQUIRE FENCING

REQUEST INFORMATION

NAME OF SUBDIVISION Darbonne Est

Zoning Change: From: Residential To: Mixed Residential

Purpose of Request: We would like to place two mobile homes on the Property

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

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

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

Applicant Signature: Tonia Palermo Date: 10/25/21

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

Flood zone classification AE bfe 11 ft.









ORDINANCE NO. M-C SERIES

ORDINANCE GRANTING A REZONE TO ROTARY CLUB OF SULPHUR
(BUYER MISSION LAND LLC) FROM RESIDENTIAL TO BUSINESS FOR THE
SOUTHERN PARCEL (LOT 13) LOCATED AT 1640 EDDIE STREET TO
ALLOW FOR STORAGE OF CONSTRUCTION TOOLS AND EQUIPMENT
WITH AN OFFICE FOR CONSTRUCTION BUSINESS.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a rezone to Rotary Club of Sulphur (Buyer Mission Land LLC) from Residential to Business for the following described property:

LOT 13 DARBONNE EST

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

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

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

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

BE IT FURTHER ORDAINED by the Land Use Commission of the City of Sulphur, Louisiana, that they do hereby grant a rezone to Rotary Club of Sulphur (Buyer Mission Land LLC) from Residential to Business for the southern parcel (Lot 13) located at 1640 Eddie Street to allow for storage of construction tools and equipment with office an office for construction business.

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

JOY ABSHIRE, Chairman

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

ARLENE BLANCHARD, Clerk

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

ARLENE BLANCHARD, Clerk



CITY OF SULPHUR
APPLICATION FOR
DEVELOPMENT APPROVAL

Date Received _____

\$50.00 Fee (Non-Refundable)

(Exact cash or check only)

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

PRINT NAME Tonia Palermo for DATE 10/25/21

PROPERTY OWNER INFORMATION

Name of Property Owner Rotary Club of Sulphur (buyer is Mission Land LLC)

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

Mailing Address: PO Box 111 (address for Mission Land is: 3506 Ryan St, Lake Charles, LA 70605)

Email: ToniaPalermo@Live.com (buyer) (c) 337-794-8930 Bill McMullen buyer

Phone Number (H) _____ (W) _____ (C) 337-304-3625 Tonia Palermo buyer

Location Address: 1640 Eddie St, Sulphur, LA 70663

Present Zoned Classification: Residential

LEGAL DESCRIPTION FROM ABSTRACT OR TAX RECORD (PRINT NEATLY OR TYPE)
Lot 13 Darbonne Est

PROPERTY INFORMATION

DO YOU CURRENTLY HAVE ANY PENDING VIOLATION WITH ANY ORDINANCE OF THE CITY OF SULPHUR
YOU, OR A REPRESENTATIVE, MUST ATTEND BOTH LAND USE AND CITY COUNCIL MEETING

YES ☐ NO ☒
INITIAL SRP

☒ REZONE ☐ EXCEPTION ☐ SUBDIVISION ☐ BILLBOARD ☐ PRE. PLAT ☐ FINAL PLAT
☐ DOES REZONE REQUIRE FENCING

REQUEST INFORMATION

NAME OF SUBDIVISION Darbonne Est

Zoning Change: From: Residential To: Business

Purpose of Request: We would like to utilized the metal building to store construction tools and equipment for our construction business.
with small office.

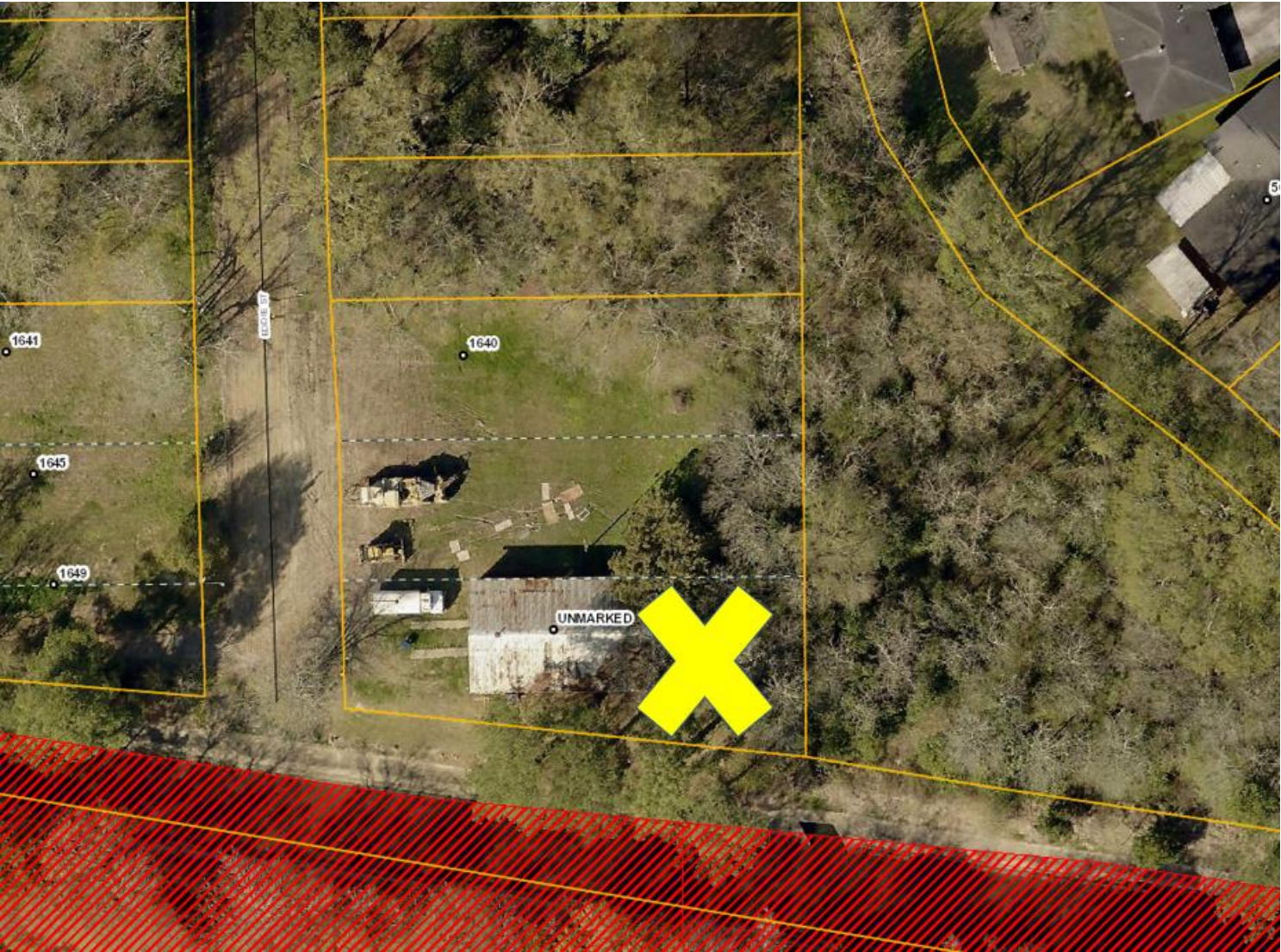
I do hereby understand that no petition for a change in the classification of property shall be filed unless such petition is duly signed and acknowledged by the owners of authorized agents of not less than fifty (50) percent of the area of land for which a change of classification is requested; provided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

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

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

Applicant Signature: Tonia Palermo Date: 10/25/21

- | | Yes | No | N/A |
|---|----------|----------|-------|
| 1. Is site located within the City Limits? | <u>x</u> | _____ | _____ |
| 2. Will the proposed use be a nuisance to the surrounding area because of odors, vibrations, unsightly areas or other unwarranted elements? | _____ | <u>x</u> | _____ |
| 3. Is the capacity of the road and off-street parking facilities adequate for use by the proposed development? | <u>x</u> | _____ | _____ |
| 4. Will the location be served by a fire protection? | <u>x</u> | _____ | _____ |
| 5. Can the proposed development be expected to adversely affect the character/aesthetics of the area involved? | _____ | <u>x</u> | _____ |
| 6. Is property within a designated flood hazard area? | <u>x</u> | _____ | _____ |
| Flood zone classification <u>AE</u> bfe <u>11</u> ft. | | | |









ORDINANCE NO. _____, M-C SERIES

ORDINANCE AMENDING CHAPTER 14, SECTION 5 OF THE CODE OF
ORDINANCES OF THE CITY OF SULPHUR – MANUFACTURED HOME
RESTRICTIONS.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Chapter 14, Section 5 of the Code of Ordinances of the City of Sulphur – Manufactured home restrictions to read as follows:

Sec. 14-5. Manufactured home restrictions.

- (a) Every mobile/manufactured home situated on a lot or within a defined mobile/manufactured home park and/or mobile home district shall conform to the following minimum standards:

- (1) Each mobile/manufactured home shall be a minimum size of six hundred (600) square feet.

The City Council may grant an application to decrease the minimum square feet after a public hearing to consider all relevant facts.

- (2) Mobile/manufactured home shall have skirting in place within thirty (30) days of placement and prior to occupancy.

- a. All skirting shall meet one (1) of the following requirements:

1. Manufactured skirting; or
2. Decorative metal, vinyl or plastic skirting; or
3. Vinyl or plastic lattice work skirting; or
4. Brick, mortar or other stone structure skirting.
5. Exclusion. Skirting made of wood products (including wooden lattice work) is excluded.

- (3) Each mobile/manufactured home shall be inspected by the city inspection department for compliance with the provisions of this section and any other applicable city and/or state ordinance, which inspection shall include, in addition thereto, the following non-exclusive particulars:

- a. The mobile/manufactured home is not in deplorable condition.
- b. The siding and roof are in such condition that is structurally and aesthetically sound. To be considered aesthetically sound, there must be:
 1. No evidence of rotting or weathered components.
 2. No dual roofing or "roofcap" system installed (an alteration by installing a second roof structure over the factory built or original structure) prior to transport.
 3. No exterior staining or discoloration in excess of five (5) percent of the exterior surface area.
 4. No evidence of other similar type of defects.
- c. The underside of the mobile/manufactured home is secure to prevent any underhanging insulation and/or piping so as to prevent animals running at large from residing therein.
- d. Windows are not broken or missing.
- e. All entry and exit doors are operable.
- f. Flooring shall be structurally sound.
- g. The skirting meets one (1) of the requirements of [subsection] 14-5(a)(2)a.1, 2, 3, or 4.
- h. Foundations for mobile/manufactured homes must comply with Louisiana Manufactured Home Division.

-
- i. Skirting shall extend from the bottom of the mobile/manufactured home to the ground.
 - j. Skirting shall cover all four (4) sides of the mobile/manufactured home.
 - k. All mobile/manufactured homes shall be securely fastened, anchored or tied down in a suitable fashion consistent with normally acceptable standards in mobile/manufactured home industry.
 - l. All mobile/manufactured homes shall be connected with city sewer, water, electrical and/or gas power in accordance with applicable city and/or state ordinance.
 - m. A travel trailer or motor home shall not be used as a primary or rental domicile.

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

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

JOY ABSHIRE, 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 GRANTING A VARIANCE TO REGINA PERRY, 767 NORTH
CLAIBORNE STREET, TO ALLOW FOR A 590 SQUARE FOOT MOBILE
HOME RATHER THAN THE REQUIRED 600 SQUARE FOOT.

WHEREAS, in accordance with Chapter 14-5 (a) (1) of the Code of Ordinances of the City of Sulphur, Louisiana, a mobile/manufactured home shall be a minimum size of six hundred (600) square feet.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a variance to Regina Perry, 767 North Claiborne Street, to allow for a 590 square foot mobile home rather than the required 600 square foot for the following described property:

COM 1743 FT N AND 30 FT W OF SE COR E ½ E ½ SE 28.9.10 TH N 33 FT
W 116 FT ETC

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

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

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

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

BE IT FURTHER ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a variance to Regina Perry, 767 North Claiborne Street, to allow for a 590 square foot mobile home rather than the required 600 square foot.

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

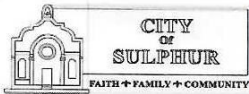
JOY ABSHIRE, Chairman

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

ARLENE BLANCHARD, Clerk

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

ARLENE BLANCHARD, Clerk



CITY OF SULPHUR

APPLICATION FOR

DEVELOPMENT APPROVAL - VARIANCE

Date Received

10/27/21

\$50.00 Fee (Non-Refundable)

pd.

(Exact cash or check only)

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

Print Name Regina L. PerryDate 10/27/21

PROPERTY OWNER INFORMATION

Name of Property Owner Regina L. Perry

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

Mailing Address: 767 N. Claiborne St.Email: regina 9254@bellsouth.netPhone Number (H) 337-532-8608 (W) same(C) same

PROPERTY INFORMATION

Location Address: 767 N. Claiborne St. Sulphur, LA 70663Present Zoned Classification: residential-mixed

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

see attachment

DO YOU CURRENTLY HAVE ANY PENDING VIOLATION WITH ANY ORDINANCE OF THE CITY OF SULPHUR

YES

NO

YOU, OR A REPRESENTATIVE, MUST ATTEND THE BOARD OF ZONING ADJUSTMENT MEETING

INITIAL

RG

VARIANCE REQUEST INFORMATION

Purpose of Variance Request: To allow a 590 sq foot mobile home rather than the required 600 sq ft.

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

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

Furthermore, I, the applicant agree to dispose of the Board of Zoning Adjustment sign(s) placed on my property after the hearing.

Applicant Signature Regina L. Perry Date: 10/27/21

1. Is site located within the City Limits?

Yes

✓

No

N/A

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

✓

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

✓

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

✓

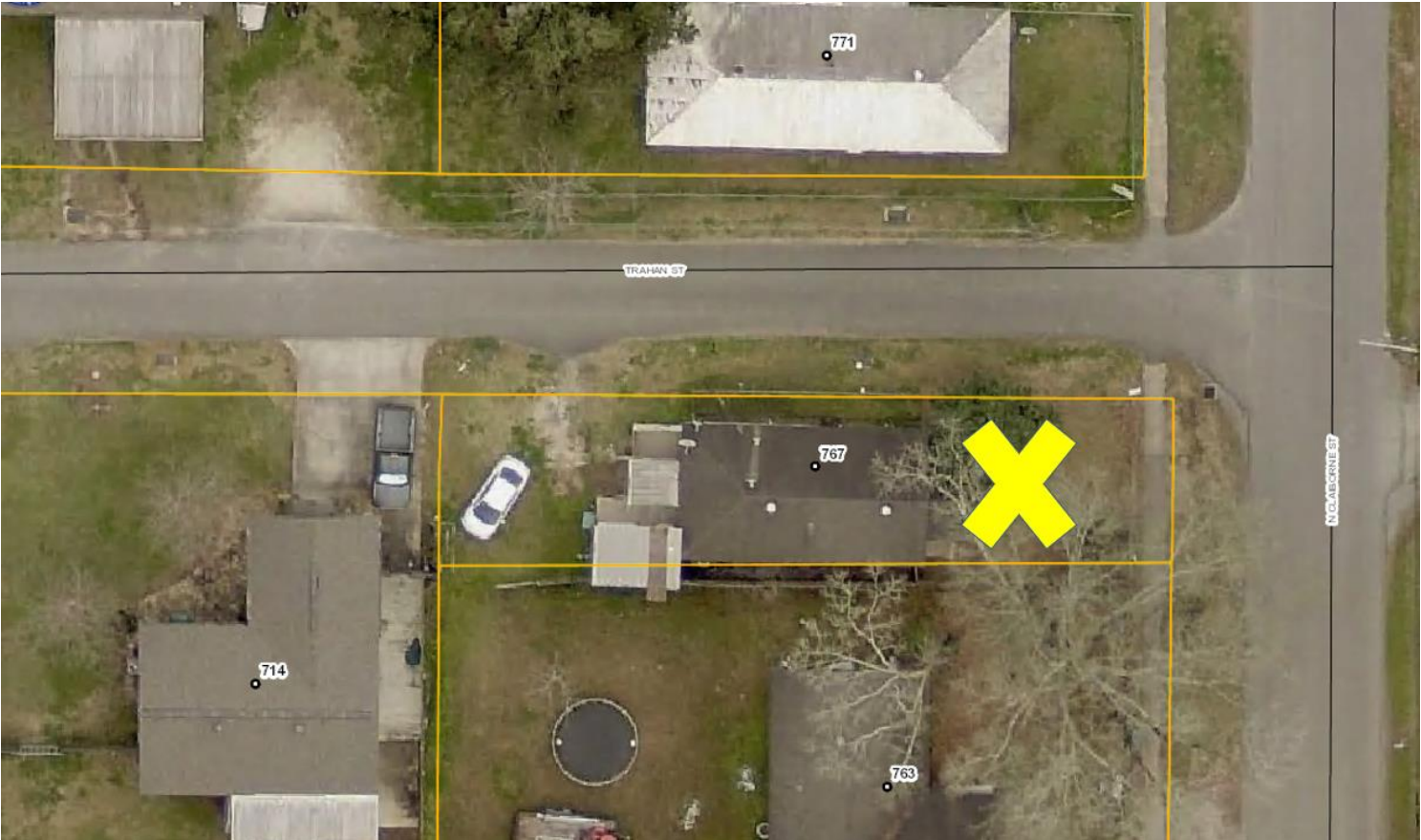
5. Can the proposed development be expected to adversely affect the character/aesthetics of the area involved?

✓

6. Is property within a designated flood hazard area?

✓

Flood zone classification _____ bfe _____ ft.





SEE PAGE 3 FOR AMENDMENT

ORDINANCE NO.

M-C SERIES

ORDINANCE AMENDING CHAPTER 17, SECTION 19 OF THE CODE OF
ORDINANCES OF THE CITY OF SULPHUR – PIPING INSTALLATION
STANDARDS.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Chapter 17, Section 19 of the Code of Ordinances of the City of Sulphur to read as follows:

Sec. 17-19. Piping installation standards.

The standards for the installation of pipelines on city streets, roads and rights-of-way shall be as follows:

(1) *General.*

- a. All materials and workmanship shall conform to accepted standards practices.
- b. All safety precautions for the protection of the traveling public must be observed. Undue delay to traffic will not be tolerated.
- c. All excavations within the limits of the right-of-way shall be backfilled and tamped in six-inch layers. Where sod is removed or destroyed, it shall be replaced. Where it is necessary to make excavations in the shoulders, the top six (6) inches of backfill shall be sand, clay, gravel or equivalent.
- d. Protruding valves and other fittings shall not be installed at any point within the back of side ditches of the streets or public roads.
- e. A guarantee deposit to ensure the satisfactory completion of the work shall accompany the application for permit. This deposit shall be in the form of a certified check made payable to the city. The amount of the guarantee deposit shall be calculated in accordance with schedules given below. No inspection fee is charged and the guarantee deposit will be refunded promptly upon receipt of notice from the director of public works that the work has been satisfactorily completed.
- f. It shall be the duty of the permittee to restore the street, sidewalk, avenue, lane, alley or right-of-way to the original condition within such reasonable time as the director of public works shall order and such restoration shall be done in a good and workmanlike manner and to the satisfaction of the director of public works. In the event of the refusal or neglect by the permittee to make the repairs in not less than two (2) days and not more than ten (10) days from the date permittee is notified by the director of public works as he shall direct, the director of public works shall cause the repairs necessary to restore the proper grade and original condition of the street, sidewalk, avenue, lane, alley, or right-of-way to be made

and the cost of the repair shall be deducted from the guarantee deposit of permittee.

- g. If the deductions from the guarantee deposit on this account exceed sixty (60) percent of the total amount deposited, the permission herein provided shall automatically terminate unless and until the permittee deposits an additional sum to bring the guarantee deposit up to the amount originally required in the application.

(2) *Parallel to the street or public road.* Pipelines paralleling the street or public road:

- a. Shall occupy the last two (2) feet of the right-of-way back of the ditch except where, upon showing of actual necessity, a permit is issued for another location;
- b. Shall have a minimum earth cover of eighteen (18) inches;
- c. Shall have a minimum clearance of eighteen (18) inches below existing or proposed drainage structures.

(3) *Deposit.* The amount of guarantee deposit required in connection with permits for pipelines parallel to the street shall be calculated from the attached schedule:

<i>Length of pipeline (ft.)</i>	<i>Size</i>	<i>Amount of deposit</i>
100 or less	All	\$50.00
100 to 200	All	50.00
Over 200	All	20.00 per 100 ft. or fraction thereof
Over 1 mile	Less than 8"	1000.00 per mile
Over 1 mile	8" or larger	2000.00 per mile

The amount in no case to be less than fifty dollars (\$50.00).

(4) *Cross the street or public road.*

- a. Pipelines shall have an earth cover of not less than twenty-four (24) inches below the flow line of side ditches.
- b. Crossings shall be made at as nearly right angles to the street or public road as possible. No existing drainage structure under the street or public road may be used for this purpose.
- c. The amount of guarantee deposit required in connection with pipelines crossing the street or public roads shall be calculated at the rate of twenty dollars (\$20.00) per inch diameter, or fraction thereof, of the casing. For example to install a six-inch line in a ten-inch casing the amount of deposit would be two hundred dollars (\$200.00).
- d. Construction methods used shall be in accordance with the following requirements:
 1. During construction, suitable barriers shall be erected on the shoulders and proper precautions taken to prevent accidents and delay to traffic.

-
2. Casings or pipelines may be laid by open-cut method.
 3. In cases where the street or public road is cut, the surfacing, which shall be protected from mixture with other material, shall be replaced in as good condition as previous, after trench has been backfilled and tamped in six-inch layers. If additional surfacing material is necessary to restore road to its original condition, it shall be furnished and placed by permittee.
 4. During construction, one-half of the road shall be cut and bridged. The permittee shall make provision for watchmen to direct traffic and to supply warning signs, flags and lights.
- (5) *Type of piping.* **Shall comply with the most recent ASTM F2648.** ~~When owner of property procures piping, the City of Sulphur will install. Piping material is as follows:~~
- a. ~~Corrugated metal, either coated or aluminized steel.~~
 - b. ~~16 gauge reinforced concrete pipe (RCP).~~

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

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

JOY ABSHIRE, 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 AUTHORIZING MAYOR MIKE DANAHAHAY TO ENTER
INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE
CALCASIEU PARISH POLICE JURY TO ACCEPT OWNERSHIP OF A
PARCEL OF PROPERTY LOCATED AT 2392 TAMMY DRIVE.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana,
the governing authority thereof, that they do hereby authorize Mayor Mike Danahay to
enter into a Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury to
accept ownership of a parcel of property located at 2392 Tammy Drive.

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.

JOY ABSHIRE, 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" or the "TRANSFEROR," a political subdivision of the State of Louisiana, represented herein by its duly authorized President, Brian Abshire, and the CITY OF SULPHUR, hereinafter referred to as "CITY" or the "TRANSFeree," a political subdivision of the State of Louisiana, and represented herein by its duly authorized Mayor, Michael Danahay, who do declare and agree as follows:

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

WHEREAS, the PARISH is the owner, of a one hundred percent (100%) ownership interest in a property located at 2392 Tammy Drive, Sulphur, Louisiana, a parcel of land described as follows:

The West 65 feet of Lot 20 and the East 15 feet of Lot 21, Block 10 of Rose Park Subdivision No. 4, as per plat recorded in Plat Book 13, Page 40, records of Calcasieu Parish, Louisiana., Calcasieu Parish, Louisiana.

WHEREAS, this property was acquired pursuant to Hazard Mitigation Federal Grant number 1603-019-0017 and is located in the municipal boundary of the CITY; and

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

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

WHEREAS, on November 24, 2020, FEMA authorized the PARISH to transfer its full ownership interest in a property located at 2392 Tammy Drive, Sulphur, Louisiana to the CITY, subject to those restrictive covenants set forth in Exhibit A.

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

The property located at 2392 Tammy Drive, Sulphur, Louisiana, situated in the Parish of Calcasieu, State of Louisiana with the following legal description:

The West 65 feet of Lot 20 and the East 15 feet of Lot 21, Block 10 of Rose Park Subdivision No. 4, as per plat recorded in Plat Book 13, Page 40, records of Calcasieu Parish, Louisiana., Calcasieu Parish, Louisiana.

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

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

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

WITNESSES:

Witness Signature

Printed Witness Name

Witness Signature

Printed Witness Name

CALCASIEU PARISH POLICE JURY:

BY: _____
BRIAN ABSHIRE, PRESIDENT

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: _____
MICHAEL DANAHAAY, MAYOR

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

EXHIBIT A

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

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

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

WHEREAS, the Calcasieu Parish Police Jury has applied for and been awarded such funding from the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) for assistance from the Federal Emergency Management Agency (FEMA) and has entered into a mitigation grant program Grant Agreement dated August 14, 2009 with FEMA and herein incorporated by reference; making it a mitigation grant program grantee.

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

WHEREAS, the Calcasieu Parish Police Jury, acting by and through the Calcasieu Parish Police Jury Officers, has applied for and been awarded federal funds pursuant to an agreement with GOHSEP dated April 30, 2018 "State-Local Agreement", and herein incorporated by reference, making it a mitigation grant program subgrantee;

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

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

1. Terms. Pursuant to the terms of the Hazard Mitigation Grant Program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-Local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:
 - a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.
 - b. Structures. No new structures or improvements shall be erected on the Property other than:
 - i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;
 - ii. A public rest room; or
 - iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and

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

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

- c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.
- d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.
 - i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.
 - ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- c. Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.
5. Amendment. This agreement may be amended upon signatures of FEMA, the State, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.
6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

CALCASIEU PARISH POLICE JURY:

By: *Jennifer H. Cobian*
Jennifer H. Cobian
Sub-grantee's Authorized Representative

6/19/13
Date

WITNESSED BY:

By: *Natasha Willis*
Natasha Willis

By: *Amber Downs*
Amber Downs

Laurie T. Cormier
Notary Public

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



ORDINANCE NO. _____ M-C SERIES

ORDINANCE AUTHORIZING MAYOR MIKE DANAHAHAY TO ENTER
INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE
CALCASIEU PARISH POLICE JURY TO ACCEPT OWNERSHIP OF A
PARCEL OF PROPERTY LOCATED AT 1030 INVADER STREET.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana,
the governing authority thereof, that they do hereby authorize Mayor Mike Danahay to
enter into a Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury to
accept ownership of a parcel of property located at 1030 Invader Street.

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

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

JOY ABSHIRE, 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" or the "TRANSFEROR," a political subdivision of the State of Louisiana, represented herein by its duly authorized President, Brian Abshire, and the CITY OF SULPHUR, hereinafter referred to as "CITY" or the "TRANSFeree," a political subdivision of the State of Louisiana, and represented herein by its duly authorized Mayor, Michael Danahay, who do declare and agree as follows:

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

WHEREAS, the PARISH is the owner, of a one hundred percent (100%) ownership interest in a property located at 1030 Invader Street, Sulphur, Louisiana, a parcel of land described as follows:

Lots Fifteen (15), Sixteen (16) and Seventeen (17) of Block Two (2) of Starlin Subdivision No. 2, as per plat recorded in Plat Book 5, Page 77, of the records of Calcasieu Parish, Louisiana.

WHEREAS, this property was acquired pursuant to FEMA Flood Mitigation Assistance grant number FMA-PJ-06-LA-2017-022 and is located in the municipal boundary of the CITY; and

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

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

WHEREAS, on July 1, 2021, FEMA authorized the PARISH to transfer its full ownership interest in a property located at 1030 Invader Street, Sulphur, Louisiana to the CITY, subject to those restrictive covenants set forth in Exhibit A.

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

The property located at 1030 Invader Street, Sulphur, Louisiana, situated in the Parish of Calcasieu, State of Louisiana with the following legal description:

Lots Fifteen (15), Sixteen (16) and Seventeen (17) of Block Two (2) of Starlin Subdivision No. 2, as per plat recorded in Plat Book 5, Page 77, of the records of Calcasieu Parish, Louisiana.

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

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

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

WITNESSES:

Witness Signature

Printed Witness Name

Witness Signature

Printed Witness Name

CALCASIEU PARISH POLICE JURY:

BY: _____
BRIAN ABSHIRE, PRESIDENT

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:

Witness Signature

Printed Witness Name

Witness Signature

Printed Witness Name

CITY OF SULPHUR:

BY: _____
MICHAEL DANAHAAY, MAYOR

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

EXHIBIT A

In reference to the property or properties ("Property") conveyed by the Deed between Jeffery Scott Bushnell and Pamela Bushnell participating in the federally-assisted acquisition project ("the Grantor") and the Calcasieu Parish Police Jury, ("the Grantee"), its successors and assigns:

WHEREAS, the Flood Mitigation Assistance Program, as authorized in the National Flood Insurance Reform Act of 1994, Sections 1366 and 1367, (42 USC §§ 4104c, 4104d), identifies the use of FMA funds for planning and carrying out activities designed to reduce the risk of flood damage to structures insurable under the National Flood Insurance Program;

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

WHEREAS, the Calcasieu Parish Police Jury has applied for and been awarded such funding from the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) for assistance from the Federal Emergency Management Agency (FEMA) and has entered into a mitigation grant program Grant Agreement dated August 1, 2017 with FEMA and herein incorporated by reference; making it a mitigation grant program grantee.

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

WHEREAS, the Calcasieu Parish Police Jury, acting by and through the Calcasieu Parish Police Jury Officers, has applied for and been awarded federal funds pursuant to an agreement with GOHSEP dated August 9, 2017 "State-Local Agreement", and herein incorporated by reference, making it a mitigation grant program subgrantee;

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

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

1. Terms. Pursuant to the terms of the Hazard Mitigation Grant Program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-Local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:
 - a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.
 - b. Structures. No new structures or improvements shall be erected on the Property other than:
 - i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;
 - ii. A public rest room; or
 - iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and

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

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

- c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.
- d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.
 - i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.
 - ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional

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

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

- a. The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or
- b. At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

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

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


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

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

4. Enforcement. The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:
 - a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.
 - i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.
 - ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:
 - a. Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.
 - b. Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

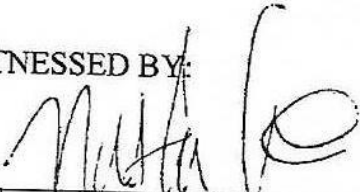
- c. Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.
5. Amendment. This agreement may be amended upon signatures of FEMA, the State, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.
6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

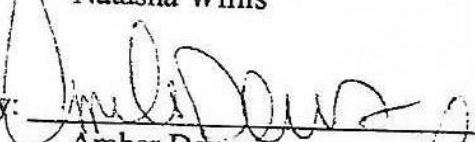
CALCASIEU PARISH POLICE JURY:

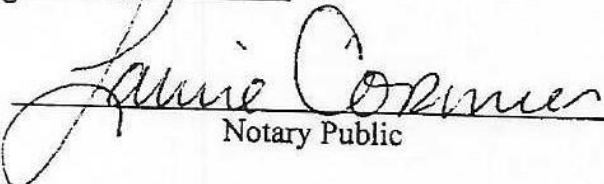
By: 
Jennifer H. Cobian
Sub-grantee's Authorized Representative

2/13/19
Date

WITNESSED BY:

By: 
Natasha Willis

By: 
Amber Downs


Notary Public

LAURIE T. CORMIEF
NOTARY ID #40866

Laurie Cormief
Notary Printed/Stamped Name
and Identification Number

ORDINANCE NO. _____ M-C SERIES

ORDINANCE AUTHORIZING MAYOR MIKE DANAHAAY TO ENTER
INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE
CALCASIEU PARISH POLICE JURY TO ACCEPT OWNERSHIP OF A
PARCEL OF PROPERTY LOCATED AT 2325 TIMBERLANE DRIVE.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana,
the governing authority thereof, that they do hereby authorize Mayor Mike Danahay to
enter into a Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury to
accept ownership of a parcel of property located at 2325 Timberlane Drive.

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.

JOY ABSHIRE, 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" or the "TRANSFEROR," a political subdivision of the State of Louisiana, represented herein by its duly authorized President, Brian Abshire, and the CITY OF SULPHUR, hereinafter referred to as "CITY" or the "TRANSFeree," a political subdivision of the State of Louisiana, and represented herein by its duly authorized Mayor, Michael Danahay, who do declare and agree as follows:

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

WHEREAS, the PARISH is the owner, of a one hundred percent (100%) ownership interest in a property located at 2325 Timberlane Drive, Sulphur, Louisiana, a parcel of land described as follows:

Commencing at a point 430 feet East of the West Quarter Corner of Section 1, Township 10 South, Range 10 West, thence running East 80 feet, thence North 140 feet to the South right-of-way of Timberlane Street, thence West along South line of Timberlane Street 80 feet, thence South 140 feet to the point of commencement.

AND

Commencing at a point 510 feet East of the West Quarter Corner of Section 1, Township 10 South, Range 10 West, Louisiana Meridian, thence run East 30 feet; thence North 140 feet, thence West 30 feet, thence South 140 feet, to the point of commencement.

WHEREAS, this property was acquired pursuant to FEMA Flood Mitigation Assistance grant number FMA-PJ-06-LA-2017-022 and is located in the municipal boundary of the CITY; and

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

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

WHEREAS, on July 1, 2021, FEMA authorized the PARISH to transfer its full ownership interest in a property located at 2325 Timberlane Drive, Sulphur, Louisiana to the CITY, subject to those restrictive covenants set forth in Exhibit A.

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

The property located at 2325 Timberlane Drive, Sulphur, Louisiana, situated in the Parish of Calcasieu, State of Louisiana with the following legal description:

Commencing at a point 430 feet East of the West Quarter Corner of Section 1, Township 10 South, Range 10 West, thence running East 80 feet, thence North 140 feet to the South right-of-way of Timberlane Street, thence West along South line of Timberlane Street 80 feet, thence South 140 feet to the point of commencement.

AND

Commencing at a point 510 feet East of the West Quarter Corner of Section 1, Township 10 South, Range 10 West, Louisiana Meridian, thence run East 30 feet; thence North 140 feet, thence West 30 feet, thence South 140 feet, to the point of commencement.

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

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

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

WITNESSES:

Witness Signature

Printed Witness Name

Witness Signature

Printed Witness Name

CALCASIEU PARISH POLICE JURY:

BY: _____
BRIAN ABSHIRE, PRESIDENT

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: _____
MICHAEL DANAHAAY, MAYOR

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

EXHIBIT A

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

WHEREAS, the Flood Mitigation Assistance Program, as authorized in the National Flood Insurance Reform Act of 1994, Sections 1366 and 1367, (42 USC §§ 4104c, 4104d), identifies the use of FMA funds for planning and carrying out activities designed to reduce the risk of flood damage to structures insurable under the National Flood Insurance Program;

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

WHEREAS, the Calcasieu Parish Police Jury has applied for and been awarded such funding from the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) for assistance from the Federal Emergency Management Agency (FEMA) and has entered into a mitigation grant program Grant Agreement dated August 1, 2017 with FEMA and herein incorporated by reference; making it a mitigation grant program grantee.

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

WHEREAS, the Calcasieu Parish Police Jury, acting by and through the Calcasieu Parish Police Jury Officers, has applied for and been awarded federal funds pursuant to an agreement with GOHSEP dated August 9, 2017 "State-Local Agreement", and herein incorporated by reference, making it a mitigation grant program subgrantee;

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

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

1. Terms. Pursuant to the terms of the Hazard Mitigation Grant Program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-Local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:
 - a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.
 - b. Structures. No new structures or improvements shall be erected on the Property other than:
 - i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;
 - ii. A public rest room; or
 - iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and

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

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

- c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.
- d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.
 - i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.
 - ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional

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


- iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:
 - a. The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or
 - b. At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.
 - iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.
2. Inspection. FEMA, its representatives and assigns including the State or Tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.
 3. Monitoring and Reporting. Every three years on December 30th, the Grantee (mitigation grant program subgrantee), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the

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

4. Enforcement. The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:
 - a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.
 - i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.
 - ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:
 - a. Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.
 - b. Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

- c. Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.
5. Amendment. This agreement may be amended upon signatures of FEMA, the State, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.
6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

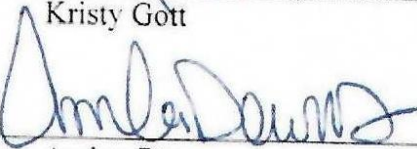
CALCASIEU PARISH POLICE JURY:

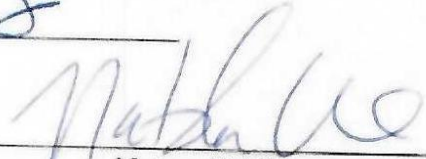
By: 
Jennifer H. Cobian
Sub-grantee's Authorized Representative

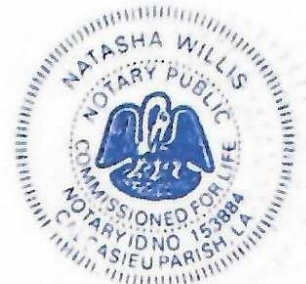
1/16/19
Date

WITNESSED BY:

By: 
Kristy Gott

By: 
Amber Downs


Notary Public
NATASHA WILLIS
NOTARY ID #153884
Notary Printed/Stamped Name
and Identification Number



ORDINANCE NO. _____ M-C SERIES

ORDINANCE AUTHORIZING MAYOR MIKE DANAHAAY TO ENTER
INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE
CALCASIEU PARISH POLICE JURY TO ACCEPT OWNERSHIP OF A
PARCEL OF PROPERTY LOCATED AT 2329 TIMBERLANE DRIVE.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana,
the governing authority thereof, that they do hereby authorize Mayor Mike Danahay to
enter into a Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury to
accept ownership of a parcel of property located at 2329 Timberlane Drive.

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.

JOY ABSHIRE, 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" or the "TRANSFEROR," a political subdivision of the State of Louisiana, represented herein by its duly authorized President, Brian Abshire, and the CITY OF SULPHUR, hereinafter referred to as "CITY" or the "TRANSFeree," a political subdivision of the State of Louisiana, and represented herein by its duly authorized Mayor, Michael Danahay, who do declare and agree as follows:

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

WHEREAS, the PARISH is the owner, of a one hundred percent (100%) ownership interest in a property located at 2329 Timberlane Drive, Sulphur, Louisiana, a parcel of land described as follows:

Beginning at a point 540 feet East of the West quarter corner of Section 1, Township 10, South, Range 10 West, thence North 165 feet, thence East 127 feet, thence Southwesterly 166.9 feet to point 101 feet East of the point of commencement, thence West 101 feet to point of commencement, Calcasieu Parish, Louisiana, together with all buildings and improvements situated thereon.

WHEREAS, this property was acquired pursuant to FEMA Flood Mitigation Assistance grant number FMA-PJ-06-LA-2017-022 and is located in the municipal boundary of the CITY; and

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

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

WHEREAS, on July 1, 2021, FEMA authorized the PARISH to transfer its full ownership interest in a property located at 2329 Timberlane Drive, Sulphur, Louisiana to the CITY, subject to those restrictive covenants set forth in Exhibit A.

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

The property located at 2329 Timberlane Drive, Sulphur, Louisiana, situated in the Parish of Calcasieu, State of Louisiana with the following legal description:

Beginning at a point 540 feet East of the West quarter corner of Section 1, Township 10, South, Range 10 West, thence North 165 feet, thence East 127 feet, thence Southwesterly 166.9 feet to point 101 feet East of the point of commencement, thence West 101 feet to point of commencement, Calcasieu Parish, Louisiana, together with all buildings and improvements situated thereon.

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

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

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

WITNESSES:

Witness Signature

Printed Witness Name

Witness Signature

Printed Witness Name

CALCASIEU PARISH POLICE JURY:

BY: _____
BRIAN ABSHIRE, PRESIDENT

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: _____
MICHAEL DANAHAAY, MAYOR

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

EXHIBIT A

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

WHEREAS, the Flood Mitigation Assistance Program, as authorized in the National Flood Insurance Reform Act of 1994, Sections 1366 and 1367, (42 USC §§ 4104c, 4104d), identifies the use of FMA funds for planning and carrying out activities designed to reduce the risk of flood damage to structures insurable under the National Flood Insurance Program;

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

WHEREAS, the Calcasieu Parish Police Jury has applied for and been awarded such funding from the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) for assistance from the Federal Emergency Management Agency (FEMA) and has entered into a mitigation grant program Grant Agreement dated August 1, 2017 with FEMA and herein incorporated by reference; making it a mitigation grant program grantee.

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

WHEREAS, the Calcasieu Parish Police Jury, acting by and through the Calcasieu Parish Police Jury Officers, has applied for and been awarded federal funds pursuant to an agreement with GOHSEP dated August 9, 2017 "State-Local Agreement", and herein incorporated by reference, making it a mitigation grant program subgrantee;

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

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

1. Terms. Pursuant to the terms of the Hazard Mitigation Grant Program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-Local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:
 - a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.
 - b. Structures. No new structures or improvements shall be erected on the Property other than:
 - i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;
 - ii. A public rest room; or
 - iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and

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

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

- c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.
- d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.
 - i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.
 - ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional

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

- iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:
 - a. The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or
 - b. At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.
 - iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.
2. Inspection. FEMA, its representatives and assigns including the State or Tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.
 3. Monitoring and Reporting. Every three years on December 30th, the Grantee (mitigation grant program subgrantee), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the

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

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

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

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

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

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

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

- c. Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.
5. Amendment. This agreement may be amended upon signatures of FEMA, the State, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.
6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

CALCASIEU PARISH POLICE JURY:

By: Jennifer H. Cobian
Jennifer H. Cobian
Sub-grantee's Authorized Representative

11/7/19
Date

WITNESSED BY:

By: Tammy Rousseau
Tammy Rousseau

By: Amber Downs
Amber Downs

Natasha Willis
Notary Public

NATASHA WILLIS
NOTARY ID #153884

Notary Printed/Stamped Name
and Identification Number



ORDINANCE NO. _____, M-C SERIES

AN ORDINANCE DECLARING CERTAIN SURPLUS MOVABLE
PROPERTY OF THE CITY OF SULPHUR AND PROVIDING FOR
THE DISPOSAL THEREOF (MISCELLANEOUS ITEMS)

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

[illegible]

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

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

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

JOY ABSHIRE, Chairman

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

ARLENE BLANCHARD, Clerk

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

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

Resolution re-appointing Coy Vincent to the West Calcasieu Parish Community Center Board of Directors.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby re-appoint Coy Vincent to the West Calcasieu Parish Community Center Board of Directors.

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

JOY ABSHIRE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

Resolution re-appointing Coy Vincent to the West Calcasieu Parish Community Center Board of Directors.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby re-appoint Coy Vincent to the West Calcasieu Parish Community Center Board of Directors with term to expire December 31, 2024.

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

JOY ABSHIRE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk



West Calcasieu Parish Community Center Authority

November 9, 2021

Sulphur City Council
Attn: Council Chairman
P.O. Box 1309
Sulphur, LA 70664-1309

RE: West Calcasieu Parish Community Center Authority Board Appointment

Dear Council members:

Pursuant to the terms set forth by R.S. 33:4576 of the Louisiana Legislature, the West Calcasieu Parish Community Center Authority is writing to inform you that the position for which you are responsible for appointing will expire December 31, 2021. Mr. Coy Vincent, 4315 West Holly Circle, Sulphur, LA currently holds this position. The governing authority for the City of Sulphur may choose to re-nominate Mr. Vincent to serve an additional three (3) year term on the Board of Directors for the West Calcasieu Parish Community Center Authority or have someone else nominated to this position.

The governing authority for the City of Sulphur should make a direct appointment to the West Calcasieu Community Center Authority prior to December 15, 2021. The nominee selected will serve an uncompensated term of three years commencing January 1, 2022 and ending December 31, 2024.

Please feel free to contact me should you have any questions and/or comments.

Professionally,

Adrian Moreno
Executive Director
West Calcasieu Parish Community Center Authority

CC: Coy Vincent
WCPCCA File

FOR A MORE DETAILED REVIEW THE MAYOR HAS A BINDED COPY IN HIS OFFICE

RESOLUTION NO. _____, M-C SERIES

Resolution authorizing Mayor Danahay to sign any and all Environmental Review documents for the Sulphur Housing Authority.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Danahay to sign any and all Environmental Review documents for the Sulphur Housing Authority.

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

JOY ABSHIRE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

CITY STATIONARY GOES HERE!!!

Date: _____

HUD New Orleans Field Office

Attn: _____

Hale Boggs Federal Building

500 Poydras St.

New Orleans, LA 70130

The **Housing Authority of the City of Sulphur** has conducted an Environmental Review on the projects included in the 2022 CFP Annual Statement. It is the determination of the **Housing Authority of the City of Sulphur** and the Responsible Entity of the **City of Sulphur, LA (Calcasieu Parish)**, that this 2022 Environmental Review level is categorically excluded subject to part 58.5. The **categorically excluded activities/projects in the 2022 CFP Annual Statement**, will convert to **EXEMPT** per **Section 58.34(a)(12)**, because the projects do not require any mitigation for compliance with any listed statutes or authorities, nor requires any formal permit or license. The **Housing Authority of the City of Sulphur**, manages 202 low rent public housing units. Those units are identified as **Site LA063-00001**, and are located as follows:

- 15 units at **201-1215 Brook St.**, units 1001-1014;
- 41 units at **201-1238 Pinecrest Dr.**, units 103-1060;
- 20 units at **1001-1021 Alice St.**, units 1045-1074;
- 61 units at **1-21 Sherwood Dr.**, units 2-140; and
- 66 units at **10-20 Fowler Dr.**, units 55-132,

Sulphur, LA 70663 (Calcasieu Parish).

The projects in the 2022 CFP Annual Statement includes the following projects:

— **1406 - Operating cost** utilized to support public housing operations & any shortfalls on MOD activities. - **\$40,000.00**

— **1480 - General Capital Activity - \$395,143.00**

- * **Fees & Cost** to include continuing to provide funds to draw up plans for renovation and construction, take bids, oversee project - **\$30,000.00**
- * **Site Improvements** to include extending concrete walkway as needed **PHA Wide - \$30,000.00**
- * **Dwelling Structures** to include continuing to construct building with walls, ceiling, roof, electrical outlets, plumbing and light fixtures to relocate the washer, dryer & hot water heaters as needed **PHA Wide - \$152,571.50**
- * **Dwelling Structures** to include continuing to remodel kitchens to include remove and replace cabinets, sink, sheetrock, flooring and if needed plumbing and electrical as needed **PHA Wide - \$182,571.50**

Total:
\$435,143.00

If additional documents are needed, please contact **Vena Bertrand**, Executive Director of the **Housing Authority of the City of Sulphur** at (337) 527-5248 or via email at sulphurhousing@bellsouth.net.

Signature of the Responsible Entity _____

Title of the Responsible Entity (i.e., Mayor, Parish President, etc.) _____

Date Signed _____



Request for Release of Funds and Certification

U.S. Department of Housing
and Urban Development
Office of Community Planning
and Development

OMB No. 2506-0087
(exp. 3/31/2011)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s) 2022 Capital Fund Program	2. HUD/State Identification Number LA48P063501	3. Recipient Identification Number (optional) LA063
4. OMB Catalog Number(s) CFDA No# 14.872 Public Housing Capital Fund		5. Name and Address of responsible entity City of Sulphur 101 North Huntington Street Sulphur, LA 70663 Mayor Mike Danahay
6. For information about this request, contact (name & phone number) Vena Bertrand, Ph#: (337) 527-5248 Email: sulphurhousing@bellsouth.net		
8. HUD or State Agency and office unit to receive request HUD New Orleans Field Office Hale Boggs Federal Building 500 Poydras St. New Orleans, LA 70130		7. Name and address of recipient (if different than responsible entity) Housing Authority of the City of Sulphur Vena Bertrand, Executive Director 312 Brook St., Sulphur, LA 70663 (Calcasieu Parish)

The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following

9. Program Activity (ies)/Project Name(s) 1406 - Operations & 1480 - General Capital Activity (Fees & Cost, Site Improvements & Dwelling Structures)	10. Location (Street address, city, county, State) Site LA063-00001: 15 units at 201-1215 Brook St., units 1001-1014; 41 units at 201-1238 Pinecrest Dr., units 103-1060; 20 units at 1001-1021 Alice St., units 1045-1074; 61 units at 1-21 Sherwood Dr., units 2-140; 66 units at 10-20 Fowler Dr., units 55-132, Sulphur, LA 70663 (Calcasieu Parish).
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11. Program Activity / Project Description

1406 - Operating cost utilized to support public housing operations & any shortfalls on MOD activities. - \$40,000.00

1480 - General Capital Activity - \$395,143.00

- * Fees & Cost to include continuing to provide funds to draw up plans for renovation and construction, take bids, oversee project - \$30,000.00
- * Site Improvements to include extending concrete walkway as needed PHA Wide - \$30,000.00
- * Dwelling Structures to include continuing to construct building with walls, ceiling, roof, electrical outlets, plumbing and light fixtures to relocate the washer, dryer & hot water heaters as needed PHA Wide - \$152,571.50
- * Dwelling Structures to include continuing to remodel kitchens to include remove and replace cabinets, sink, sheetrock, flooring and if needed plumbing and electrical as needed PHA Wide - \$182,571.50

Part 2. Environmental Certification (to be completed by Responsible Entity)

With reference to the above Program Activity (ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal ☐ did ☒ did not require the preparation and dissemination of an environmental impact statement.
4. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
5. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
6. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

7. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
8. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity

Title of Certifying Officer

Date signed

X

Address of Certifying Officer

Part 3. To be completed when the Recipient is not the Responsible Entity

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient

Title of Authorized Officer

Date signed

X

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

RESOLUTION NO. _____, M-C SERIES

Resolution authorizing Jennifer Thorn, Director of Finance, to sign on behalf of the City of Sulphur to reject Uninsured/Underinsured Motorist Bodily Injury Coverage.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby reject Uninsured/Underinsured Motorist Bodily Injury Coverage from the Automobile policy and authorize Jennifer Thorn to sign on behalf of the City of Sulphur to reject Uninsured/Underinsured Motorist Bodily Injury Coverage from the Automobile policy.

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

JOY ABSHIRE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

Resolution setting meeting dates for the Sulphur City Council, Land Use Commission and Board of Zoning Adjustment for 2022.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby set the following meeting dates for the Sulphur City Council, Land Use Commission and Board of Zoning Adjustment for 2022 as follows:

City Council

Land Use & Board of Zoning Adjustment

The Land Use meetings will be held immediately following the 5:30 Board of Zoning Adjustment meetings

Monday, January 10	Tuesday, January 18
Monday, February 14	Tuesday, February 22
Monday, March 14	Monday, March 21
Monday, April 11	Monday, April 18
Monday, May 9	Monday, May 16
Monday, June 13	Monday, June 20
Monday, July 11	Monday, July 18
Monday, August 8	Monday, August 15
Monday, September 12	Monday, September 19
Tuesday, October 11	Monday, October 17
Monday, November 14	Monday, November 21
Monday, December 12	Monday, December 19

BE IT FURTHER RESOLVED that meetings will be held at 500 North Huntington Street, Sulphur, Louisiana 70663 at 5:30 p.m.

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

JOY ABSHIRE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

Resolution authorizing Mayor Mike Danahay to submit the 2019 Edward Byrne Allocation Justice Assistance Grant (JAG) for laptops for the Police Department.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Mike Danahay to submit the 2019 Edward Byrne Allocation Justice Assistance Grant (JAG) for laptops for the Police Department.

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

JOY ABSHIRE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

APPLICATION FOR FEDERAL ASSISTANCE		2. DATE SUBMITTED	Applicant Identifier
1. TYPE OF SUBMISSION Application Non-Construction	3. DATE RECEIVED BY STATE		State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY		Federal Identifier
5. APPLICANT INFORMATION			
Legal Name		Organizational Unit	
City of Sulphur		Police Department	
Address 500 B North Huntington St Sulphur, Louisiana 70663-2200		Name and telephone number of the person to be contacted on matters involving this application Guillotte, Larry (337) 527-4589	
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 72-6001361		7. TYPE OF APPLICANT Municipal	
8. TYPE OF APPLICATION New		9. NAME OF FEDERAL AGENCY Bureau of Justice Assistance	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.738 CFDA Edward Byrne Memorial Justice Assistance Grant TITLE: Program		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT Sulphur Police Laptop Replacement and Expansion	
12. AREAS AFFECTED BY PROJECT Computer Software and Hardware			
13. PROPOSED PROJECT Start Date: December 13, 2021 End Date: June 06, 2022		14. CONGRESSIONAL DISTRICTS OF a. Applicant b. Project LA03	
15. ESTIMATED FUNDING		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? Program is not covered by E.O. 12372	
Federal	\$ \$7,074.00		
Applicant	\$ \$3,364.14		
State	\$0		
Local	\$0		
Other	\$0		

Program Income	\$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
TOTAL	\$ \$10,438.14	

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION
PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DUTY
AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL
COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.

Close Window



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Approved: OMB No. 1121-0329
Expires 11/30/2020

Background

Recipients' financial management systems and internal controls must meet certain requirements, including those set out in the "Part 200 Uniform Requirements" (2.C.F.R. Part 2800).

Including at a minimum, the financial management system of each OJP award recipient must provide for the following:

- (1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, and the name of the Federal agency.
- (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program.
- (3) Records that identify adequately the source and application of funds for Federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest, and be supported by source documentation.
- (4) Effective control over, and accountability for, all funds, property, and other assets. The recipient must adequately safeguard all assets and assure that they are used solely for authorized purposes.
- (5) Comparison of expenditures with budget amounts for each Federal award.
- (6) Written procedures to document the receipt and disbursement of Federal funds including procedures to minimize the time elapsing between the transfer of funds from the United States Treasury and the disbursement by the OJP recipient.
- (7) Written procedures for determining the allowability of costs in accordance with both the terms and conditions of the Federal award and the cost principles to apply to the Federal award.
- (8) Other important requirements related to retention requirements for records, use of open and machine readable formats in records, and certain Federal rights of access to award-related records and recipient personnel.

1. Name of Organization and Address:

Organization Name: CITY OF SULPHUR

Street1: 101 NORTH HUNTINGTON ST.

Street2:

City: SULPHUR

State: LOUISIANA

Zip Code: 70663

2. Authorized Representative's Name and Title:

Prefix: MR First Name: LARRY

Middle Name:

Last Name: GUILLOTTE

Suffix: Jr

Title: ASSISTANT CHIEF OF POLICE

3. Phone: (337) 527-4589

4. Fax: 3375270406

5. Email: LGUILLOTTE@SULPHUR.ORG

6. Year Established:
1916

7. Employer Identification Number (EIN):
726001361

8. DUNS Number:
96025291000

9. a) Is the applicant entity a nonprofit organization (including a nonprofit institution of higher education) as described in 26 U.S.C. 501(c)(3) and exempt from taxation under 26 U.S.C. 501(a)? ☐ Yes ☒ No

If "No" skip to Question 10.

If "Yes", complete Questions 9. b) and 9. c).



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Approved: OMB No. 1121-0329
Expires 11/30/2020

AUDIT INFORMATION

9. b) Does the applicant nonprofit organization maintain offshore accounts for the purpose of avoiding paying the tax described in 26 U.S.C. 511(a)?

☐ Yes ☐ No

9. c) With respect to the most recent year in which the applicant nonprofit organization was required to file a tax return, does the applicant nonprofit organization believe (or assert) that it satisfies the requirements of 26 C.F.R. 53.4958-6 (which relate to the reasonableness of compensation of certain individuals)?

☐ Yes ☐ No

If "Yes", refer to "Additional Attachments" under "What An Application Should Include" in the OJP solicitation (or application guidance) under which the applicant is submitting its application. If the solicitation/guidance describes the "Disclosure of Process related to Executive Compensation," the applicant nonprofit organization must provide -- as an attachment to its application -- a disclosure that satisfies the minimum requirements as described by OJP.

For purposes of this questionnaire, an "audit" is conducted by an independent, external auditor using generally accepted auditing standards (GAAS) or Generally Governmental Auditing Standards (GAGAS), and results in an audit report with an opinion.

10. Has the applicant entity undergone any of the following types of audit(s) (Please check all that apply):

- ☐ "Single Audit" under OMB A-133 or Subpart F of 2 C.F.R. Part 200
☒ Financial Statement Audit
☐ Defense Contract Agency Audit (DCAA)
☐ Other Audit & Agency (list type of audit):

☐ None (if none, skip to question 13)

11. Most Recent Audit Report Issued: ☒ Within the last 12 months ☐ Within the last 2 years ☐ Over 2 years ago ☐ N/A

Name of Audit Agency/Firm: STEVEN M. DEROUEN & ASSOCIATES

AUDITOR'S OPINION

12. On the most recent audit, what was the auditor's opinion?

- ☐ Unqualified Opinion ☒ Qualified Opinion ☐ Disclaimer, Going Concern or Adverse Opinions ☐ N/A: No audits as described above

Enter the number of findings (if none, enter "0"): 0

Enter the dollar amount of questioned costs (if none, enter "\$0"): \$ 0

Were material weaknesses noted in the report or opinion?

☐ Yes ☒ No

13. Which of the following best describes the applicant entity's accounting system:
☐ Manual ☐ Automated ☒ Combination of manual and automated

14. Does the applicant entity's accounting system have the capability to identify the receipt and expenditure of award funds separately for each Federal award?

☒ Yes ☐ No ☐ Not Sure

15. Does the applicant entity's accounting system have the capability to record expenditures for each Federal award by the budget cost categories shown in the approved budget?

☒ Yes ☐ No ☐ Not Sure

16. Does the applicant entity's accounting system have the capability to record cost sharing ("match") separately for each Federal award, and maintain documentation to support recorded match or cost share?

☒ Yes ☐ No ☐ Not Sure



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Approved: OMB No. 1121-0329
Expires 11/30/2020

17. Does the applicant entity's accounting system have the capability to accurately track employees actual time spent performing work for each federal award, and to accurately allocate charges for employee salaries and wages for each federal award, and maintain records to support the actual time spent and specific allocation of charges associated with each applicant employee?

☐ Yes ☒ No ☐ Not Sure

18. Does the applicant entity's accounting system include budgetary controls to preclude the applicant entity from incurring obligations or costs that exceed the amount of funds available under a federal award (the total amount of the award, as well as the amount available in each budget cost category)?

☒ Yes ☐ No ☐ Not Sure

19. Is applicant entity familiar with the "cost principles" that apply to recent and future federal awards, including the general and specific principles set out in 2 C.F.R. Part 200?

☒ Yes ☐ No ☐ Not Sure

PROPERTY STANDARDS AND PROCUREMENT STANDARDS

20. Does the applicant entity's property management system(s) maintain the following information on property purchased with federal award funds (1) a description of the property; (2) an identification number; (3) the source of funding for the property, including the award number; (4) who holds title; (5) acquisition date; (6) acquisition cost; (7) federal share of the acquisition cost; (8) location and condition of the property; (9) ultimate disposition information?

☒ Yes ☐ No ☐ Not Sure

21. Does the applicant entity maintain written policies and procedures for procurement transactions that -- (1) are designed to avoid unnecessary or duplicative purchases; (2) provide for analysis of lease versus purchase alternatives; (3) set out a process for soliciting goods and services, and (4) include standards of conduct that address conflicts of interest?

☒ Yes ☐ No ☐ Not Sure

22. a) Are the applicant entity's procurement policies and procedures designed to ensure that procurements are conducted in a manner that provides full and open competition to the extent practicable, and to avoid practices that restrict competition?

☒ Yes ☐ No ☐ Not Sure

22. b) Do the applicant entity's procurement policies and procedures require documentation of the history of a procurement, including the rationale for the method of procurement, selection of contract type, selection or rejection of contractors, and basis for the contract price?

☒ Yes ☐ No ☐ Not Sure

23. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from entering into a procurement contract under a federal award with any entity or individual that is suspended or debarred from such contracts, including provisions for checking the "Excluded Parties List" system (www.sam.gov) for suspended or debarred sub-grantees and contractors, prior to award?

☒ Yes ☐ No ☐ Not Sure

TRAVEL POLICY

24. Does the applicant entity:

(a) maintain a standard travel policy?

☒ Yes ☐ No

(b) adhere to the Federal Travel Regulation (FTR)?

☒ Yes ☐ No

SUBRECIPIENT MANAGEMENT AND MONITORING

25. Does the applicant entity have written policies, procedures, and/or guidance designed to ensure that any subawards made by the applicant entity under a federal award -- (1) clearly document applicable federal requirements, (2) are appropriately monitored by the applicant, and (3) comply with the requirements in 2 CFR Part 200 (see 2 CFR 200.331)?

☐ Yes ☐ No ☐ Not Sure

☒ N/A - Applicant does not make subawards under any OJP awards



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Approved: OMB No. 1121-0329
Expires 11/30/2020

26. Is the applicant entity aware of the differences between subawards under federal awards and procurement contracts under federal awards, including the different roles and responsibilities associated with each?

☐ Yes ☐ No ☐ Not Sure
☒ N/A - Applicant does not make subawards under any OJP awards

27. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from making a subaward under a federal award to any entity or individual is suspended or debarred from such subawards?

☐ Yes ☐ No ☐ Not Sure
☒ N/A - Applicant does not make subawards under any OJP awards

DESIGNATION AS 'HIGH-RISK' BY OTHER FEDERAL AGENCIES

28. Is the applicant entity designated "high risk" by a federal grant-making agency outside of DOJ? (High risk includes any status under which a federal awarding agency provides additional oversight due to the applicant's past performance, or other programmatic or financial concerns with the applicant.)

☐ Yes ☒ No ☐ Not Sure

If "Yes", provide the following:

(a) Name(s) of the federal awarding agency:

[REDACTED]

(b) Date(s) the agency notified the applicant entity of the "high risk" designation:

[REDACTED]

(c) Contact information for the "high risk" point of contact at the federal agency:

Name:

[REDACTED]

Phone:

[REDACTED]

Email:

[REDACTED]

(d) Reason for "high risk" status, as set out by the federal agency:

[REDACTED]

CERTIFICATION ON BEHALF OF THE APPLICANT ENTITY

(Must be made by the chief executive, executive director, chief financial officer, designated authorized representative ("AOR"), or other official with the requisite knowledge and authority)

On behalf of the applicant entity, I certify to the U.S. Department of Justice that the information provided above is complete and correct to the best of my knowledge. I have the requisite authority and information to make this certification on behalf of the applicant entity.

Name: LARRY GUILLOTTE JR

Date: 2021-11-29

Title: ☐ Executive Director ☐ Chief Financial Officer ☐ Chairman

☒ Other: ASSISTANT CHIEF OF

Phone: (337) 527-4589

Attachment 1

FFY 2019 Edward Byrne Allocation Justice Assistance Grant (JAG)

Project: Sulphur Police Laptop Replacement and Expansion

Program Narrative

Sulphur City

The Sulphur Police Department is requesting funding for replacing aging laptop computers and purchasing new laptops for the addition of new officers to our department. These laptops will be assigned to an individual officer for his/her express use for professional use only.

The Department has effectively used vehicle mounted computers as a staple of law enforcement efforts for about 20 years. During that time law enforcement has evolved to a point where virtually all paperwork is completed on the computer. Incident reports, offense reports, traffic crash reports, as well as warrant checks are all computer based. The department's computers are used to dispatch and update officers in the field at times. Our reports are wirelessly sent to supervisors and are uploaded to the Department's database for long term storage and dissemination. This system has raised the efficiency and security of the reporting system, as well as established better accountability for officers writing the reports. Computers are further used to check driver's licenses and identification of contacts made by officers, as well as to inquire about license plates of vehicles to check validity and to recover stolen vehicles / license plates. Officers are also able to inquire about certain items through serial numbers to possibly recover reported stolen items, thereby making apprehensions of suspects. The computers make it possible for officers to update their knowledge of laws and landmark court cases right on a scene because many of those are now on web based systems and are readily available to law enforcement. Officers are able to keep individual logs of contacts made in the field and any activity that is deemed important for reference for possible future relevant investigations. In addition to the above information, most internal departmental business is conducted via computer through communication via e-mail, as well as web based information such as policy and procedure and city forms ranging from payroll forms to financial forms. Computers have become an integral and necessary part of our department. The Seven Thousand Seventy-four dollars (\$7,074) the Sulphur Police Department is requesting from the grant will be used to augment public service by purchasing and replacing aging laptop computers already in use in our patrol cars as well as provide laptops for new officers for our expanding department. The department intends to purchase 3 laptop computers at a cost of Three Thousand Three Hundred and Fifty Dollars and Thirty-One cents (\$3,350.31) each and three (3) auto power adaptors for the laptops at a cost of one hundred Twenty-nine dollars (\$129.00) each, for a total of Ten Thousand four hundred thirty-eight dollars and Seventeen cents (10,438.17)

FFY 2019 Byrne JAG Application Budget Narrative

Grant funds will be expended to purchase 3 Panasonic Toughbooks 55 model FZ-55CA7GCVM laptop computers and 3 Lind auto DC 12-volt power adaptors, model CF-LNDDC120HW for the laptop computers.

The quoted price for the laptop computers is Three Thousand Three Hundred Fifty Dollars and Thirty-Seven cents (\$3,350.37) each. The quoted price for the 12-volt power adaptors is One Hundred Twenty-Nine dollars and One Cents (\$129.01) each. The total project cost will be Ten Thousand Four Hundred Thirty-Eight Dollars and Fourteen Cents (10,438.14).

The laptops and the power adaptors will be purchased with a combination of Grant and city funds. The cost to the city will be Three Thousand Three Hundred sixty-Four Dollars and Fourteen Cents (3,364.14) while the Federal request will be Seven Thousand Seven-Four Dollars (7,074.00).

Item	Computation	Cost
Panasonic Toughbook 55 Laptop Computer Mfg Part# FZ-55CA7GCVM	\$3,350. 37 per unit X 3	\$10,051.11
Lind Mfg Part# CF-LNDDC120HW DC 12-volt power adaptor	\$129.01 per unit X 3	\$387.03

Total \$10,438.14

Budget Category	Amount
A. Personnel	\$0.00
B. Fringe Benefits	\$0.00
C. Travel	\$0.00
D. Equipment	\$10,438.14
E. Supplies	\$0.00
F. Construction	\$0.00
G. Consultants/Contracts	\$0.00

H. Other		\$0.00a
	Total Direct Costs	\$10,438.14
I. <u>Indirect Costs</u>		\$0.00
Total Project Costs		\$10,438.14
Federal Request		\$7,074.00
Non-Federal Amount		\$3,364.14

Review Narrative

attachment 3

This application was made available to the Mayor of the City of Sulphur for review on December 03, 2021. The Mayor approved moving forward with the application and the expenditure of the City funded portion of the award. The application will be reviewed by the Sulphur City Council on their next monthly meeting and available for public comment on December 13, 2021

Attachment 4

FFY 2019 Byrne JAG Application Abstract

Applicant: Sulphur City
 Project: Sulphur Police Laptop Replacement and Expansion
 Goals: The Sulphur Police Department seeks to utilize grant funding to replace and expand one area of Law Enforcement services.
 The areas enhanced by this grant would be:
 1) Computer software / hardware

Attachment #5

FFY 2019 Edward Byrne Allocation Justice Assistance Grant (JAG)

Project: Sulphur Police Laptop Replacement and Expansion

Disclosure of Pending Applications

Sulphur City

The City of Sulphur does not have pending applications submitted in the last 12 months for federally funded assistance that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and work sheet in the application under this solicitation.

Attachment 6

FFY 2019 Edward Byrne Allocation Justice Assistance Grant (JAG)

Project: Sulphur Police Laptop Replacement and Expansion

Disclosure of High Risk

Sulphur City

The City of Sulphur has not been declared high risk by any Federal Agency.

QUOTE CONFIRMATION




DEAR JENNIFER MONTGOMERY,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below.
Click [here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MJBR895	8/31/2021	MJBR895	0708109	\$10,438.14

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Panasonic Toughbook 55 - 14" - Core i7 8665U - vPro - 16 GB RAM - 512 GB SS Mfg. Part#: FZ-55CA7GCVM Contract: Louisiana Panasonic NVP Computer Equipment (MNWNC-124 4400003681)	3	6002085	\$3,350.37	\$10,051.11
LIND - car power adapter - 120 Watt Mfg. Part#: CF-LNDDC120HW UNSPSC: 39121006 Contract: Louisiana Panasonic NVP Computer Equipment (MNWNC-124 4400003681)	3	2974934	\$129.01	\$387.03

PURCHASER BILLING INFO			
Billing Address: CITY OF SULPHUR ACCOUNTS PAYABLE PO BOX 1309 SULPHUR, LA 70664-1309 Phone: (337) 527-4500 Payment Terms: Net 30 Days-Govt State/Local		SUBTOTAL	\$10,438.14
		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$10,438.14
DELIVER TO		Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
Shipping Address: CITY OF SULPHUR 101 N HUNTINGTON ST SULPHUR, LA 70663-2601 Shipping Method: DROP SHIP-GROUND			

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION			
	Darius Menafield	(866) 448-3728	darimen@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
<http://www.cdw.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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RESOLUTION NO. _____, M-C SERIES

A Resolution authorizing the **City of Sulphur** (herein referred to as this “Governmental Unit”) to join with the State of Louisiana and other local governmental units as a participant in the *LOUISIANA STATE-LOCAL GOVERNMENT OPIOID LITIGATION MEMORANDUM OF UNDERSTANDING* (the “MOU”) and any subsequent Formal Agreements necessary to implement the MOU, including but not limited to, the Subdivision Settlement Participation Form(s) in Exhibit K of the *Distributor Settlement Agreement* and the *Janssen Settlement Agreement*¹.

WHEREAS, the City of Sulphur has suffered harm from the opioid epidemic;

WHEREAS, the City of Sulphur recognizes that the entire State of Louisiana has suffered harm as a result from the opioid epidemic;

WHEREAS, the State of Louisiana has a pending action in state court, and a number of Louisiana Cities and Parishes have also filed an action *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (the “Opioid Litigation”);

WHEREAS, the State of Louisiana and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation;

WHEREAS, the Louisiana Memorandum of Understanding (the “MOU”) sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the MOU will be entered into at a future date; and,

WHEREAS, participation in the MOU by a large majority of Louisiana cities and parishes will materially increase the amount of funds to Louisiana and should improve Louisiana’s relative bargaining position during additional settlement negotiations;

WHEREAS, failure to participate in the MOU will reduce funds available to the State, the City of Sulphur, and every other Louisiana city and Parish;

NOW, THEREFORE, BE IT RESOLVED BY THIS GOVERNMENTAL UNIT:

SECTION 1. That this Governmental Unit finds that participation in the MOU would be in the best interest of the Governmental Unit and its citizens in that such a plan ensures that almost all of the settlement funds go to abate and resolve the opioid epidemic and each and every City and Parish receives funds for the harm that it has suffered.

SECTION 2. That this Governmental Unit hereby expresses its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the MOU, attached hereto as Exhibit “A.”

¹

SECTION 3. That Derrick G. Earles and/or David C. Laborde are hereby expressly authorized to execute the MOU in substantially the form contained in Exhibit "A."

SECTION 4. That, Mayor Mike Danahay, is hereby authorized to execute any formal agreements implementing a unified plan for the allocation and use of opioid settlement proceeds that is not substantially inconsistent with the MOU and this Resolution including but not limited to the Subdivision Settlement Participation Form(s) in the *Distributor Settlement Agreement* and the *Janssen Settlement Agreement*².

SECTION 5. That the Clerk be and hereby is instructed to record this Resolution in the appropriate record book upon its adoption.

SECTION 6. The clerk of this Governmental Unit is hereby directed to furnish a certified copy of this Ordinance/Resolution to:

Attorney General Jeff Landry
c/o Bill Stiles
Post Office Box 94005
Baton Rouge, LA 70804

SECTION 7. This Resolution shall take effect immediately upon its adoption.

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

JOY ABSHIRE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

Resolution authorizing Mayor Mike Danahay to submit grant application for Certified Mobile Forensic Training with Datapilot 10 for Police Department.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Mike Danahay to submit grant application for Certified Mobile Forensic Training with Datapilot 10 for Police Department.

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

JOY ABSHIRE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

DATAPILOT

18200 Von Karman Avenue, Suite 780 | Irvine, CA 92612 | TEL: (949) 341-0007 | FAX: (949) 341-0008

GENERAL INFORMATION

Contact Name	Ryan Arnold	Quote Number	00002790
Mailing Address	500 N. Huntington St Sulphur, LA 70663	Created Date	11/30/2021
Phone	(337) 527-4590	Expiration Date	12/30/2021
Fax	(337) 527-4561	Payment Terms	Net 30
Email	rarnold@sulphur.org		

BILLING AND SHIPPING

Bill To Name	Sulphur Police Department	Ship To Name	Sulphur Police Department
Bill To	500 N. Huntington St Sulphur, LA 70663		

Quantity	Product Code	Product Description	List Price	Adjustment \$	Subtotal \$
1.00	CP210-D10	DATAPILOT 10 Field Acquisition Device (256GB) Includes 1-yr software with desktop evidence viewer and complimentary training	\$2,995.00	\$500.00	\$2,495.00
1.00	CP210-TRN-WEB	On-Demand Certified Training for DATAPILOT 10 Includes on-demand training (online), guide and use cases for developing skills in mobile forensics. Must complete and pass the written test for certification.	\$2,295.00	\$1,000.00	\$1,295.00
1.00	CP210-PWRKIT	Techno Power Kit add-on for DATAPILOT 10 Includes dock station, extra cables, car charging adapter, and additional battery with ruggedized carrying case.	\$595.00	\$100.00	\$495.00
1.00	BN-PK1	Discount Applied: Grant Package 1	(\$931.00)		(\$931.00)
Total \$					\$3,354.00
Grand Total \$					\$3,354.00

PREPARED BY

Thank you for considering DATAPILOT, Inc. Please contact me with any questions and/or additional information.

Prepared By Paul Aleman
Email paleman@susteen.com
Phone 949-359-7231

Acceptance of Quote

Purchase Order Number: _____ Date: _____

Authorized By/Title (please print): _____

Authorized Signature: _____

NOTE: All prices are subject to all applicable state and/or local taxes and import fees. Terms are subject to credit department approval. This purchase is subject to DATAPILOT's online Terms of Sale unless you have a separate purchase agreement signed by both your company and DATAPILOT, Inc., in which case, that separate agreement will govern. DATAPILOT's online Terms of Sale can be found at: <https://www.datapilot.com>

RESOLUTION NO. _____, M-C SERIES

Resolution authorizing the advertisement of bids for A9-21033-Sulphur Wastewater Plant Phase 1 SBR Process Improvements – Installation of Decant Control Butterfly Valves.

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 Phase 1 SBR Process Improvements – Installation of Decant Control Butterfly Valves, said bids to be in accordance with the quantities and specifications on file with Meyer & Associates, Inc., 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 three separate publications, giving notice as follows:

General Notice

Separate sealed Bids for Phase 1 SBR Process Improvements – Installation of Decant Control Butterfly Valves; MA Project No. A9-21033-DA, will be received by the City at the City Hall, 101 North Huntington Street, Sulphur, LA 70663, until 11:00 a.m. CST, on January 10, 2021, and then at said time and at said office publicly opened and read aloud. Work consists of construction demolition, SBR exterior decant piping and fitting modification, installation and eight (8) City furnished 20” Decant Control Butterfly Valves, and installation of access stairs and walkways.

Work Classification

Work Classification: Municipal and Public Works Construction of Heavy Construction

Obtaining the Bidding Documents

Electronic copies of the Bidding Documents may be obtained from the Issuing Office of Meyer & Associates, Inc. (337) 625-8353, located at 600 North Cities Service Hwy., Sulphur, LA 70663. A Bidding Document deposit is not required. In order to submit a bid, Bidders must obtain an original set of electronic Bidding documents from Meyer & Associates, Inc. for the approved electronic bid website defined herein said advertisement.

Access to electronic bidding is available through the Bidding Documents Website <https://www.bidexpress.com>.

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

JOY ABSHIRE, Chairman

RESOLUTION NO. _____ M-C SERIES

Resolution approving the recommendation of Mayor Mike Danahay for the appointment of Austin Abrahams as Director of Public Works.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, that they do hereby approve the recommendation of Mayor Mike Danahay for the appointment of Austin Abrahams as Director of Public Works.

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

JOY ABSHIRE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk