

NOTICE.....The City Council meetings will temporarily be held at 1551 East Napoleon Street.

AGENDA
SULPHUR CITY COUNCIL MEETING
MONDAY, JUNE 13, 2022, AT 5:30 P.M.

THERE WILL BE A REGULAR MEETING OF THE SULPHUR CITY COUNCIL **MONDAY, JUNE 13, 2022, AT 5:30 P.M.,** IN THE COUNCIL CHAMBERS LOCATED AT 1551 EAST NAPOLEON 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. PUBLIC HEARING on ordinance granting a rezone to BCL Properties, LLC, 225 South Post Oak Road, from Residential District to Commercial, to continue leasing building for light manufacturing, wholesaling, and warehousing. ORD59-22 (Melinda Hardy)
2. PUBLIC HEARING on ordinance accepting Final Plat from Mimosa Park Subdivision, LLC, for Mimosa Park Subdivision Phase III. ORD60-22 (Mike Koonce)
3. RESOLUTION accepting streets in Mimosa Park Subdivision Phase III. RES27-22 (Mike Koonce)
4. PUBLIC HEARING on ordinance amending Chapter 14, Section 5 of the Code of Ordinances of the City of Sulphur – Manufactured Home Restrictions (age requirement and photos). ORD61-22 (Mayor Danahay)
5. PUBLIC HEARING amending and re-adopting the General Fund Budget for Fiscal Year ending June 30, 2022. ORD62-22 (Mayor Danahay)
6. PUBLIC HEARING amending Ordinance No. 1751, M-C Series, particularly Section 18-4 Definitions - Major Subdivision. ORD63-22 (Mayor Danahay)
7. PUBLIC HEARING amending Chapter 14, Section 1 of the Code of Ordinances of the City of Sulphur – Moving of mobile/manufactured home in and out of and within the city – to provide for (d) – proof of ownership. ORD64-22 (Mandy Thomas)

8. PUBLIC HEARING entering into a Cooperative Endeavor Agreement with Calcasieu Parish Police Jury for Summer Feeding Program. ORD65-22 (Mayor Danahay)
9. PUBLIC HEARING authorizing Mayor Danahay to into a Cooperative Endeavor Agreement with Calcasieu Parish Public Safety Communications District for Geo-referenced, Aerial, Oblique image libraries and related software. ORD66-22 (Mayor Danahay)
10. INTRODUCTION OF ORDINANCE setting the millage rates for tax year 2022 for General Alimony, Street Maintenance, and Fire Maintenance. ORD67-22 (Mayor Danahay)
11. INTRODUCTION OF ORDINANCE granting a variance to Patty Deville, 334 Evelyn Street, to allow for pig, chicken, and rabbit enclosures to be less than the required 50 feet from a residential property line. ORD68-22 (Dru Ellender)
12. INTRODUCTION OF ORDINANCE amending Chapter 8, Section 6 of the Code of Ordinances of the City of Sulphur - Discharging of firearms. ORD69-22 (Mayor Danahay)
13. INTRODUCTION OF ORDINANCE amending Chapter 5, Section 22 of the Code of Ordinances of the City of Sulphur – Establishment of office of building inspector; appointment; establishment of building department. ORD70-22 (Mayor Danahay)
14. INTRODUCTION OF ORDINANCE authorizing Mayor Danahay to enter into a Master Services Agreement with Compliance Envirosystems, LLC, for sewer system evaluation services. ORD71-22 (Mayor Danahay)
15. INTRODUCTION OF ORDINANCE authorizing Mayor Danahay to enter into a Master Services Agreement with Compliance Envirosystems, LLC, for storm drain evaluation services. ORD72-22 (Mayor Danahay)
16. RESOLUTION re-appointing Tommy Little to the West Calcasieu Airport Managing Board. RES28-22 (Mandy Thomas)
17. RESOLUTION accepting the Mayor's recommendation and appointing a Chief of Police for the City of Sulphur. RES29-22 (Mayor Danahay)
18. RESOLUTION accepting the Mayor's recommendation and appointing a Fire Chief for the City of Sulphur. RES30-22 (Mayor Danahay)
19. RESOLUTION accepting the Mayor's recommendation and appointing a Director of Human Resources for the City of Sulphur. RES31-22 (Mayor Danahay)

20. RESOLUTION accepting the Mayor's recommendation and appointing a Director of Finance for the City of Sulphur. RES32-22 (Mayor Danahay)
21. RESOLUTION accepting the Mayor's recommendation and appointing a Director of Public Works for the City of Sulphur. RES33-22 (Mayor Danahay)
22. RESOLUTION accepting the Mayor's recommendation and appointing a Director of Municipal Services for the City of Sulphur. RES34-22 (Mayor Danahay)
23. RESOLUTION accepting the Mayor's recommendation and appointing a Director of Information Technology for the City of Sulphur. RES35-22 (Mayor Danahay)
24. RESOLUTION accepting the Mayor's recommendation and appointing a City Attorney for the City of Sulphur. RES36-22 (Mayor Danahay)
25. RESOLUTION accepting the Mayor's recommendation and appointing an Assistant City Attorney(s) / City Prosecutor for the City of Sulphur. RES37-22 (Mayor Danahay)
26. RESOLUTION appointing a member from District 1 to the Land Use Commission and Board of Zoning Adjustment for the City of Sulphur. RES38-22 (Dru Ellender)
27. RESOLUTION appointing a member from District 2 to the Land Use Commission and Board of Zoning Adjustment for the City of Sulphur. RES39-22 (Mike Koonce)
28. RESOLUTION appointing a member from District 3 to the Land Use Commission and Board of Zoning Adjustment for the City of Sulphur. RES40-22 (Melinda Hardy)
29. RESOLUTION appointing a member from District 4 to the Land Use Commission and Board of Zoning Adjustment for the City of Sulphur. RES41-22 (Joy Abshire)
30. RESOLUTION appointing a member from District 5 to the Land Use Commission and Board of Zoning Adjustment for the City of Sulphur. RES42-22 (Mandy Thomas)
31. RESOLUTION appointing the Official Journal for the City of Sulphur. RES43-22 (Mandy Thomas)
32. RESOLUTION authorizing Mayor Danahay to enter into a contract with Julian Quebedeaux for the videoing of Sulphur City Council meetings and authorizing to sign same. RES44-22 (Mandy Thomas)
33. RESOLUTION rescinding action taken at the City Council May 9, 2022, City Council meeting which condemned the structure located at 1007 Alvin Street. RES45-22 (Dru Ellender)

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

- a. To condemn building or structure located at 1521 LeBlanc Street, in accordance with Article IX, Section 5-286 through 5-296. (Mike Koonce)
- b. To condemn building or structure located at 717 North Claiborne Street, in accordance with Article IX, Section 5-286 through 5-296. (Dru Ellender)
- c. To condemn building or structure located at 1503 Frances Avenue, in accordance with Article IX, Section 5-286 through 5-296. (Melinda Hardy)
- d. To condemn building or structure located at 587 Cass Street, in accordance with Article IX, Section 5-286 through 5-296. (Dru Ellender)

35. Extension for temporary housing in recreational vehicles due to damage caused by Hurricane Laura for the following addresses:

(Living in RV after 1 year)

- a. To extend temporary housing in a recreational vehicle located at 1105 Henning Drive, in accordance with Ordinance No. 1693 M-C Series (Mike Koonce).
- b. To extend temporary housing in a recreational vehicle located at 706 Live Oak, in accordance with Ordinance No. 1693 M-C Series (Dru Ellender).

(Living in RV after 1 ½ years)

- a. To extend temporary housing in a recreational vehicle located at 1033 West Verdine Street, in accordance with Ordinance No. 1693 M-C Series (Dru Ellender).

36. CONDEMNATION OF STRUCTURES in accordance with Chapter 5, Section 289 of the Code of Ordinances of the City of Sulphur for the condition of the following addresses (PPDR – Personal Property Debris Removal):

1. To condemn building or structure located at 607 East Thomas Street.
2. To condemn building or structure located at 411 Foreman Road
3. To condemn building or structure located at 216 Vine Street.
4. To condemn building or structure located at 703 North Huntington Street.
5. To condemn building or structure located at 1512 South Scott Drive.

6. To condemn building or structure located at 515 Hoffpauir.
7. To condemn building or structure located at 222 Claiborne Street.
8. To condemn building or structure located at 1214 Tillman Street.
9. To condemn building or structure located at 2218 North Rose Park Avenue.
10. To condemn building or structure located at 907 North Crocker Street.
11. To condemn building or structure located at 1529 Quince Street.
12. To condemn building or structure located at 1101 Gulf Lane.
13. To condemn building or structure located at 621 Mustang Street.
14. To condemn building or structure located at 814 Mackey Street.
15. To condemn building or structure located at 916 Lilliput Lane.
16. To condemn building or structure located at 1005 Live Oak.
17. To condemn building or structure located at 822 North Huntington Street.
18. To condemn building or structure located at 1109 Brandi Street.
19. To condemn building or structure located at 2347 Royal Oak Lane.
20. To condemn building or structure located at 751 South Crocker Street.
21. To condemn building or structure located at 140 Self Street.
22. To condemn building or structure located at 318 Vincent Lane.
23. To condemn building or structure located at 26 East End Avenue.
24. To condemn building or structure located at 205 West Parish Road.
25. To condemn building or structure located at 2476 St. Rose Avenue.
26. To condemn building or structure located at 316 Landry Street.
27. To condemn building or structure located at 839 Urban Street.
28. To condemn building or structure located at 1400 LeBlanc Street.

29. To condemn building or structure located at 1608 Weekly Road.
30. To condemn building or structure located at 214 Pine Street.
31. To condemn building or structure located at 1505 Garth Drive.
32. To condemn building or structure located at 919 Lewis Street.
33. To condemn building or structure located at 1284 South Post Oak Road.
34. To condemn building or structure located at 797 Claiborne Street.
35. To condemn building or structure located at 181 Starlin Drive.
36. To condemn building or structure located at 110 Marauder Street.
37. To condemn building or structure located at 220 Avelia Street.
38. To condemn building or structure located at 1208 South Crocker Street.
39. To condemn building or structure located at 644 Maple Street.
40. To condemn building or structure located at 616 Cass Street.
41. To condemn building or structure located at 608 South Crocker Street.
42. To condemn building or structure located at 924 Elm Street.
43. To condemn building or structure located at 933 Elm Street.
44. To condemn building or structure located at 401 Ash Street.
45. To condemn building or structure located at 156 South Post Oak Road.
46. To condemn building or structure located at 1406 LeBlanc Street.
47. To condemn building or structure located at 414 Pinecrest.

37. 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, July 11, 2022, at 5:30 p.m. in the Council Chambers located at 1551 East Huntington Street, Sulphur, LA.

ORDINANCE NO. M-C SERIES

ORDINANCE GRANTING A REZONE TO BCL PROPERTIES, LLC, 255 SOUTH POST OAK ROAD, FROM RESIDENTIAL TO COMMERCIAL, TO CONTINUE LEASING BUILDING FOR LIGHT MANUFACTURING, WHOLESALING, AND WAREHOUSING.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a rezone to BCL Properties, LLC, 255 South Post Oak Road for the following described property:

COM 30 FT W AND 30 FT S OF NE COR SE 35.9.10, S 116.34 FT, W 106.7 FT ETC

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

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

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 BCL Properties, LLC, 255 South Post Oak Road, from Residential to Commercial, to continue leasing building for light manufacturing, wholesaling, and warehousing.

APPROVED AND ADOPTED by
the City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____, 2022.

MANDY THOMAS, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this _____ day of _____, 2022, 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 _____, 2022, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk



CITY OF SULPHUR
APPLICATION FOR
DEVELOPMENT APPROVAL

Date Received

4/28/22

\$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

Schneider

DATE

4/28/22

PROPERTY OWNER INFORMATION

Name of Property Owner BCL Properties LLC

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

Mailing Address: 1331 E. Napoleon St City: Sulphur State: LA Email: brimstonerentalsinc@gmail.com

Physical Address: 1331 E. Napoleon St City: Sulphur State: LA

Phone Number (H) 337-527-7891 (W) 337-527-6378 (C) 331-496-0650

PROPERTY INFORMATION

Location Address: 255 Post Oak, Sulphur, LA, 70663

Present Zoned Classification: Residential

LEGAL DESCRIPTION FROM ABSTRACT OR TAX RECORD (PRINT NEATLY OR TYPE)
qt 350910 - 0000 - 210000101 0000 com 30 ft W and 30 ft S of NE
COR SE 35.9.10, S 116.34 FT, W 106.7 FT ETC REF 1 - ELTON H
LEACH B 1281P 120, P 123 B 1289 P 661 - 74

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 JS

REQUEST INFORMATION

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

☒ DOES REZONE REQUIRE FENCING

NAME OF SUBDIVISION

Zoning Change: From Residential To Commercial

Purpose of Request: To allow continued leasing of building and property
for light manufacturing, whole sales, and warehousing

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 or authorized agents of not less than fifty (50) percent of the area of land for which a change of classification is requested; provided however, that where any lot located in the aforesaid area is owned in division, all co-owners must sign the petition for that lot to be included in the fifty (50) percent area provision, as stated in the City of Sulphur Land Use Ordinance, Number 541, M-C Series.

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

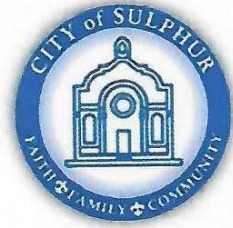
Furthermore, I, the applicant agree to dispose of the Land Use sign(s) placed on my property after the public hearing.

Applicant Signature: [Signature]

Date:


4/28/22

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



Memo

To: Board of Zoning

From: Austin Abrahams 
Director of Public Works

cc: Arlene Blanchard, Mayor Mike Danahay

Date: May 5, 2022

Re: 2. Resolution granting a rezone to BCL Properties, LLC, 255 South Post Oak Road, from Residential to Commercial, to continue leasing building for light manufacturing, wholesaling, and warehousing.

Application:

Applicant is requesting to rezone property from Residential to Commercial.

Property Zone: Residential
Flood Zone: X

This would be a spot zone to rezone too Commercial. There are parcels across the street zoned business.

If rezone is granted there will need to be buffer fence on the East, South, North, and West sides of property.

Stipulations can be placed on the property

The following is allowed in a Commercial district:

- All uses as permitted in Business district classification except single family detached residence
- Kennels
- Hotels and Motels
- Light Manufacturing, Wholesaling, and Warehousing
- Institutions
- Bars (only on major arterial streets and interstate highways)
- Entertainment Establishments
- Permitted as Exceptions by Land Use Commission and City Council
 - Recreational Facilities

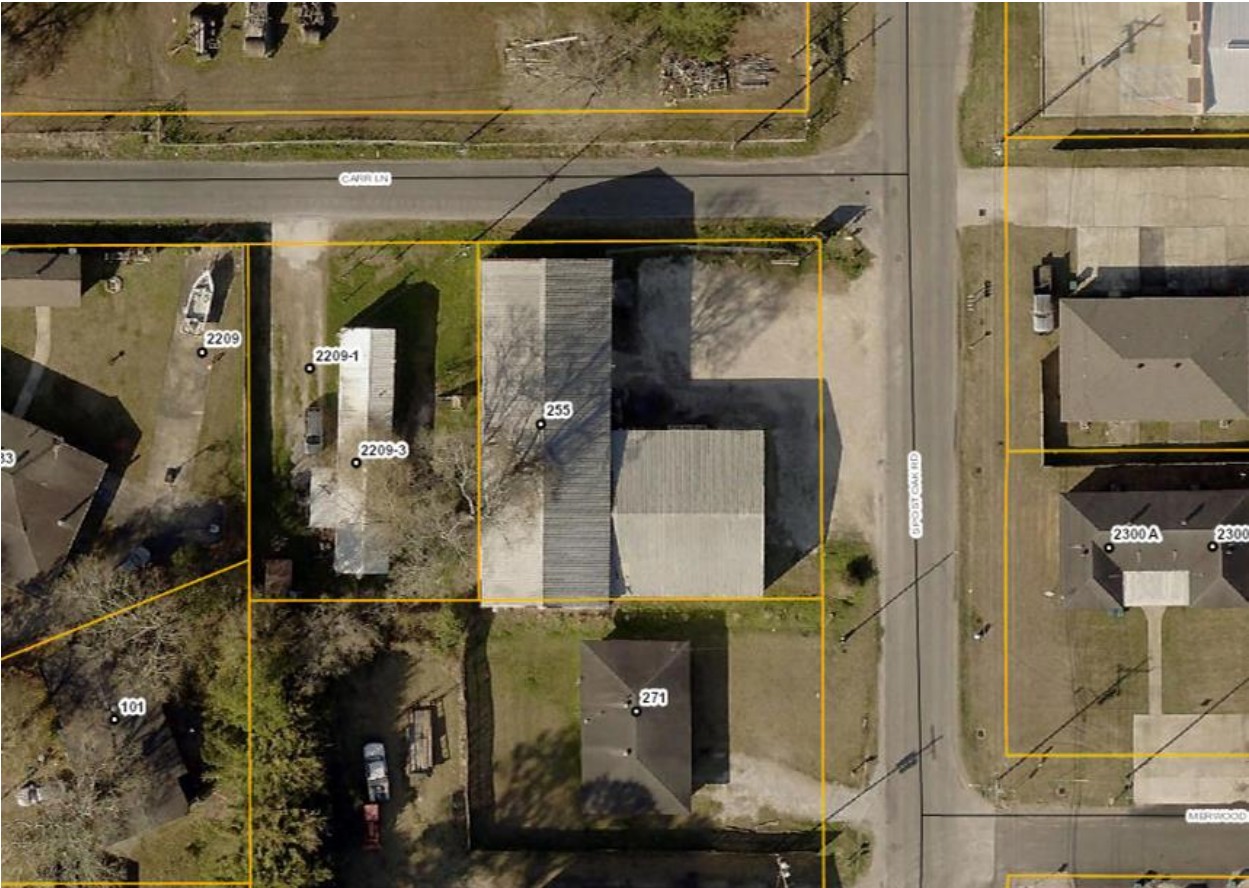


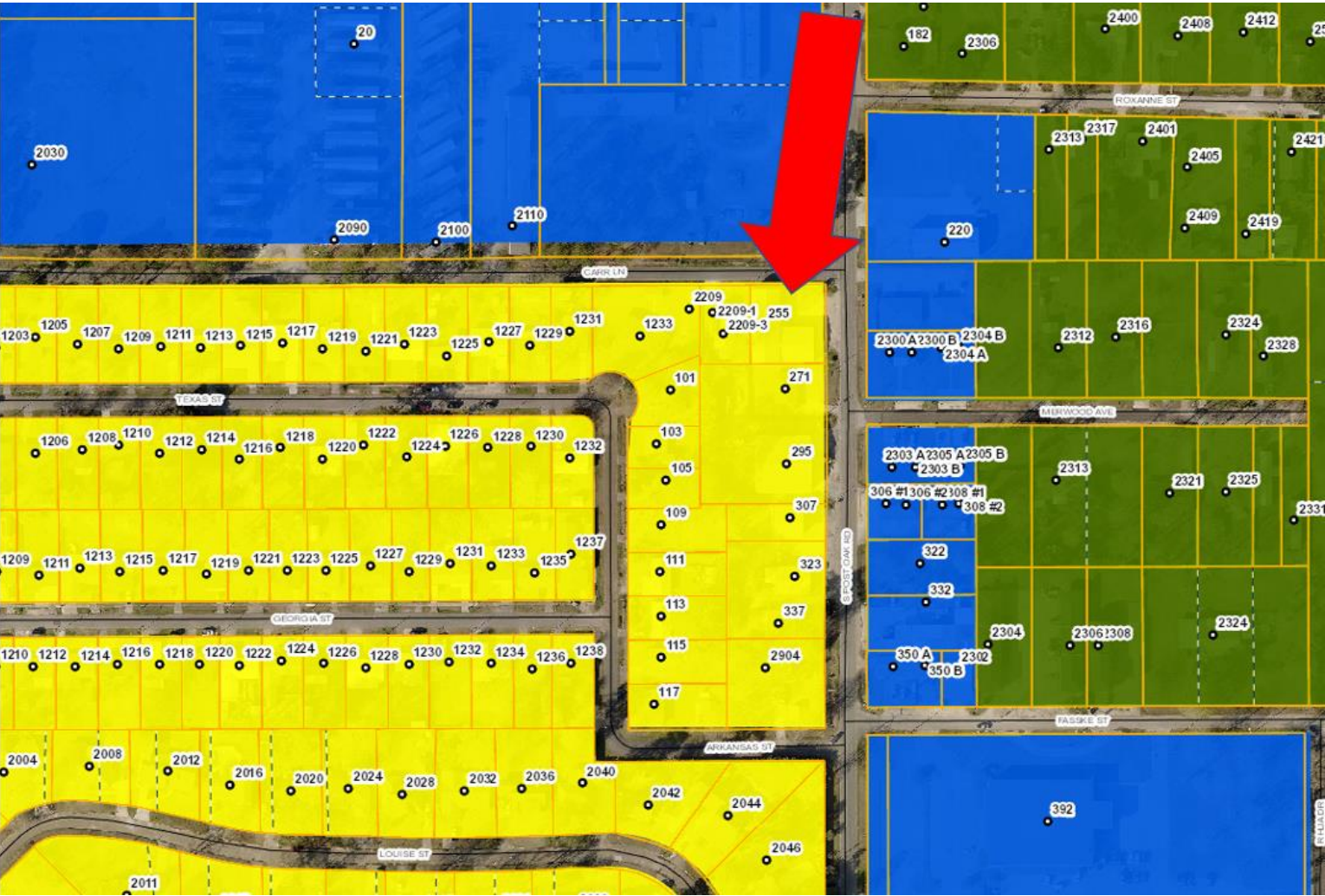












ORDINANCE NO. M-C SERIES

ORDINANCE ACCEPTING FINAL PLAT FROM MIMOSA PARK SUBDIVISION, LLC, FOR MIMOSA PARK SUBDIVISION PHASE III, FOR PROPERTY LOCATED WEST OF WRIGHT ROAD, SOUTH OF CARLYSS BLVD.

WHEREAS, Mimosa Park Subdivision, LLC has submitted a final plat for Mimosa Park Subdivision Phase III; and

WHEREAS, variances listed on attached plat were approved with the adoption of a Cooperative Endeavor Agreement between the City of Sulphur, Parish of Calcasieu and Bel Commercial Limited Liability Company and Belle Savanne Development, LLC, on March 18, 2014; and

WHEREAS, a variance was also granted November 19, 2018, to allow the side corner lot setbacks for Lot B-18 to be 12.5 feet from the side property line and Lot B-8 to be 12 feet from the side property line rather than the required 15 feet.

WHEREAS, said examination reflects that the final plat submitted by Mimosa Park Subdivision, LLC, complies with Chapter 18 of the Code of Ordinances and Article III, Part 1, Section 1, (6) (c) and (e) of the Land Use Ordinance for the City of Sulphur.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby accept final plat from Mimosa Park Subdivision, LLC, for Mimosa Park Subdivision Phase III for the following described property:

THAT CERTAIN TRACT OF LAND SITUATED IN SECTION 10,
TOWNSHIP 10 SOUTH, RANGE 10 WEST, CITY OF SULPHUR,
CALCASIEU PARISH, LOUISIANA, CONTAINING 15.773 ACRES
AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF ROADWAY
CENTERLINES FOR PAISLEY PARKWAY AND PIPERS LANE;
SAID POINT BEING THE POINT OF COMMENCEMENT; THENCE
PROCEED SOUTH 00°58'10" WEST A DISTANCE OF 95.00 FEET;
THENCE SOUTH 89°06'02" EAST A DISTANCE OF 25.00 FEET; TO
THE POINT OF BEGINNING (P.O.B.).

THENCE PROCEED ALONG A BEARING OF SOUTH 89°06'02"
EAST FOR A DISTANCE OF 166.99 FEET TO A POINT;
THENCE PROCEED ALONG A BEARING OF SOUTH 00°58'12"
WEST FOR A DISTANCE OF 350.21 FEET TO A POINT;
THENCE PROCEED ALONG A BEARING OF NORTH 89°01'50"
WEST FOR A DISTANCE OF 171.99 FEET TO A POINT;
THENCE PROCEED ALONG A BEARING OF NORTH 00°58'10"
EAST FOR A DISTANCE OF 30.00 FEET TO A POINT;
THENCE PROCEED ALONG A BEARING OF NORTH 89°06'02"
WEST FOR A DISTANCE OF 958.85 FEET TO A POINT;
THENCE PROCEED ALONG A BEARING OF NORTH 00°53'58"
EAST FOR A DISTANCE OF 4.99 FEET TO A POINT;
THENCE PROCEED ALONG A BEARING OF NORTH 89°06'02"
WEST FOR A DISTANCE OF 115.44 FEET TO A POINT;
THENCE PROCEED ALONG A BEARING OF NORTH 00°59'59"
EAST FOR A DISTANCE OF 2.26 FEET TO A POINT;
THENCE PROCEED ALONG A BEARING OF NORTH 89°32'38"
WEST FOR A DISTANCE OF 415.93 FEET TO A POINT;
THENCE PROCEED ALONG A BEARING OF NORTH 00°53'58"
EAST FOR A DISTANCE OF 545.97 FEET TO A POINT;
THENCE PROCEED ALONG A BEARING OF SOUTH 89°06'02"
EAST FOR A DISTANCE OF 782.29 FEET TO A POINT;

THENCE PROCEED ALONG A BEARING OF SOUTH 00°53’58”
WEST FOR A DISTANCE OF 160.00 FEET TO A POINT;
THENCE PROCEED ALONG A BEARING OF SOUTH 89°06’02”
EAST FOR A DISTANCE OF 13.26 FEET TO A POINT;
THENCE PROCEED ALONG A BEARING OF SOUTH 00°53’58”
WEST FOR A DISTANCE OF 110.00 FEET TO A POINT;
THENCE PROCEED ALONG A BEARING SOUTH 89°06’02” EAST
FOR A DISTANCE OF 700.00 FEET TO A POINT;
THENCE PROCEED ALONG A BEARING OF NORTH 00°58’10”
EAST FOR A DISTANCE OF 40.00 FEET TO THE POINT OF
BEGINNING.

WHEREAS, this final plat is accepted by the City of Sulphur and may be withdrawn by the City of Sulphur should said final plat 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; and

WHEREAS, Grantee hereby agrees and contracts to hold Grantor harmless from any damages created and/or caused by the acceptance of this final plat, 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; and

WHEREAS, if City Council does hereby accept this final plat and the owner of such 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 subdivision; and

WHEREAS, no work shall commence until all applicable permits are obtained. In the event work is commenced prior to obtaining all applicable permits, this acceptance of final plat shall be withdrawn and considered null and void.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby accept the final plat from Mimosa Park Subdivision, LLC, for Mimosa Park Subdivision Phase III and revise the Land Use Map for property located west of Wright Road, south of Carlyss Blvd.

APPROVED AND ADOPTED by
City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2022.

MANDY THOMAS, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2022, 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 _____,
2022, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk



CITY OF SULPHUR
APPLICATION FOR
DEVELOPMENT APPROVAL

Date Received

4-29-22

\$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 Stillwater Development c/o David Hensgens

DATE 4/29/2022

PROPERTY OWNER INFORMATION

Name of Property Owner Mimosa Park Subdivision, LLC

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

Mailing Address: 1611 W. University Avenue City: Lafayette State: LA Email: David@Stillwaterdevelop.com

Physical Address: 1611 W. University Avenue City: Lafayette State: LA

Phone Number (H) (W) (C) 337-581-8270

PROPERTY INFORMATION

Location Address: Mimosa Park - Phase 3 - 300 Paisley Parkway, Sulphur, LA 70665

Present Zoned Classification: Residential District - Section 1

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

DO YOU CURRENTLY HAVE ANY PENDING VIOLATION WITH ANY ORDINANCE OF THE CITY OF SULPHUR YES ☒ NO
YOU, OR A REPRESENTATIVE, MUST ATTEND BOTH LAND USE AND CITY COUNCIL MEETING INITIAL DH

REQUEST INFORMATION

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

NAME OF SUBDIVISION MIMOSA PARK - PHASE 3

Zoning Change: From N/A To N/A

Purpose of Request: N/A

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

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

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


Applicant Signature: [Signature]

Date: 4-29-22

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



Memo

To: Land Use Commissioners
From: Austin Abrahams 
Director of Public Works
cc: Arlene Blanchard, Mayor Mike Danahay
Date: May 5, 2022
Re: 3. Resolution accepting final plat from Mimosa Park Subdivision, LLC, for Mimosa Park Subdivision Phase III.

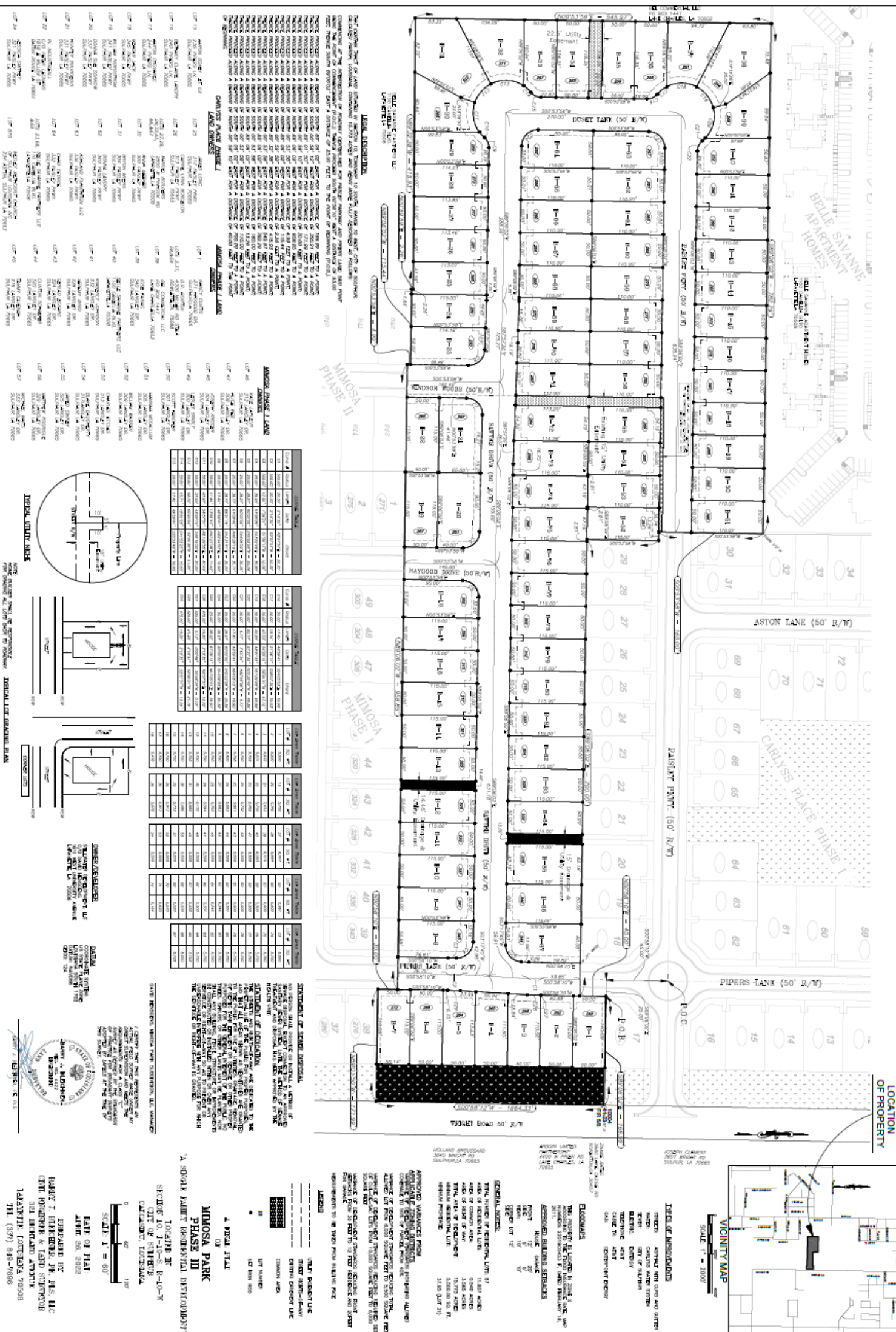
Application:

Applicant is submitting final plat for Mimosa Park Subdivision Phase III.

The final plat has been reviewed by the City of Sulphur.

The City has received as required by ordinance:

- (1) Written certification from the professional of record that the constructed work, including, but not limited to any roadways or utilities, conforms with city approved plans and specifications.
- (2) All quality control test reports on infrastructure improvements including any utilities and roadways, and the obtain written final approval and acceptance from the City Engineer and submit such written approval to the secretary of the council.
 - a. City is waiting on CCTVing on the sewer lines and drainage system.
- (3) As-built drawings of all infrastructure improvements in an electronic format.



PREPARED BY
BARRY T. HITCHCOCK, JR., M.S., M.C.
CIVIL ENGINEER & LAND SURVEYOR
382 MERCANT AVE. N.E.
TALLAHASSEE, FLORIDA 32308
PH (352) 849-7686

RESOLUTION NO. _____ M-C SERIES

RESOLUTION ACCEPTING STREETS IN MIMOSA PARK SUBDIVISION
PHASE III INTO THE CITY'S MAINTENANCE SYSTEM.

WHEREAS, in accordance with Chapter 18, Section 26 of the Code of Ordinances of the City of Sulphur, final plat for Mimosa Park Subdivision Phase III was adopted by City Council on Monday, June 13, 2022, that included the dedication of right-of-way of streets to the perpetual use of the public and servitudes were granted to the public use for the use of utilities, drainage, sewerage removal or other public purpose for the general use of the public.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, that they do hereby accept the following streets in Mimosa Park Subdivision Phase III into the city's maintenance system.

Paisley Parkway
Dusty Lane
Sawyer Drive
Windsor Woods
Haygood Drive
Pipers Lane

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____, 2022.

MANDY THOMAS, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

ORDINANCE NO. _____, M-C SERIES

AN ORDINANCE AMENDING AND RE-ADOPTING THE GENERAL FUND BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2022.

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

SECTION 1. That the General Fund Budget of the City of Sulphur, Louisiana, for the fiscal year ending June 30, 2022, heretofore adopted by the City Council, be and the same is hereby amended and re-adopted in accordance with “Exhibit A” attached hereto and made a part hereof.

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

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

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____, 2022.

MANDY THOMAS, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this _____ day of _____, 2022, at _____ o'clock _____.m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received from the Mayor on this _____ day of _____, 2022, at _____ o'clock _____ m., the foregoing Ordinance which has been approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

CITY OF SULPHUR, LOUISIANA
GENERAL FUND - BUDGET FOR YEAR ENDING
June 30, 2022

	Prior Year FY 2020-2021		Current Year FY 2021-2022					
	Audited	Original Budget	Amended Budget	Actual Year-to-Date as of February 28, 2022	Estimated Remaining for Year	Projected Actual Result at Year End	% Change Last Amended Budget vs. Projected Actual Result at Year End	
SUMMARY OF REVENUES - BY SOURCES:								
Local sources:								
2% Sales taxes	\$ 13,217,358	\$ 15,610,000	\$ 18,000,000	\$ 12,051,838	\$ 5,900,000	\$ 17,951,838	-0.27%	
Ad Valorem Taxes	2,820,591	2,921,000	2,921,000	2,941,475	\$ 33,174	2,974,649	1.84%	
Franchise Taxes	1,271,112	1,300,000	1,300,000	848,683	\$ 450,000	1,298,683	-0.10%	
License, Permits & Fees	11,176,305	1,173,950	1,173,950	1,040,675	\$ 100,000	1,140,675	-2.83%	
Charges for services	1,892,141	1,996,000	1,996,000	1,321,897	\$ 600,000	1,921,897	-3.71%	
Fines and forfeitures	119,084	152,050	152,050	53,622	\$ 100,000	153,622	1.03%	
Code Enforcement	36,153	29,000	29,000	20,635	\$ 9,000	29,635	2.19%	
Gaming revenue	603,441	850,000	850,000	596,284	\$ 298,142	894,426	5.23%	
Grants	-	15,000	15,000	-	\$ -	-	0.00%	
Interest on Investments	28,574	30,000	22,500	14,732	\$ 7,650	22,382	-0.52%	
Other Revenue	-	3,269,720	370,000	241,775	\$ 120,888	362,663	-1.98%	
Total Revenues from Local Sources	31,164,759	27,346,720	26,829,500	19,131,616	7,618,854	26,750,470	-0.29%	
State sources:								
State shared revenue	904,047	843,000	900,000	692,704	250,000	942,704	4.74%	
Grants	-	-	-	-	-	-	0.00%	
Total Revenues from State Sources	904,047	843,000	900,000	692,704	250,000	942,704	4.74%	
Federal sources:								
CAREs Act	2,071,674	7,400,000	7,400,000	-	-	-	0.00%	
FEMA Recovery	15,510,648	30,000,000	-	-	-	-	0.00%	
Total Revenues from Federal Sources	17,582,322	37,400,000	7,400,000	-	-	-	-100.00%	
Total Revenues by Sources	\$ 49,651,128	\$ 65,589,720	35,129,500	\$ 19,824,320	\$ 7,868,854	\$ 27,693,174	-21.17%	
SUMMARY OF EXPENDITURES - BY DEPARTMENT:								
Department								
Administration	\$ 21,521,145	\$ 4,783,941	\$ 6,783,941	\$ 4,235,292	\$ 2,907,856	\$ 7,143,148	5.29%	
Fire	7,276,354	7,720,598	7,501,998	4,622,978	2,570,484	7,193,462	-4.11%	
Inspections	587,752	603,946	603,946	432,980	223,933	656,913	8.77%	
Municipal Services	177,678	90,204	90,204	119,146	80,016	199,162	120.79%	
Police	6,730,612	6,552,432	6,537,104	4,026,552	2,382,811	6,409,363	-1.95%	
Animal Control	289,359	328,990	328,990	178,420	109,183	287,603	-12.58%	
Streets and Maintenance	5,392,263	4,033,916	4,123,812	2,488,031	1,517,982	4,006,013	-2.86%	
Shop	644,512	662,910	662,910	416,441	231,768	648,209	-2.22%	
Debt Service	267,479	278,672	278,672	255,532	23,140	278,672	0.00%	
Total Expenditures by Department	\$ 42,887,154	\$ 25,055,609	\$ 26,911,577	\$ 16,775,372	\$ 10,047,173	\$ 26,822,544	-0.33%	
SUMMARY OF EXPENDITURES - BY FUNCTION:								
Function								
Governmental	\$ 28,880,188	\$ 10,782,579	\$ 12,872,475	\$ 8,125,842	\$ 5,093,878	\$ 13,219,720	2.70%	
Public Safety								
Fire	7,276,354	7,720,598	7,501,998	4,622,978	2,570,484	7,193,462	-4.11%	
Police	6,730,612	6,552,432	6,537,104	4,026,552	2,382,811	6,409,363	-1.95%	
Total Expenditures by Department	\$ 42,887,154	\$ 25,055,609	26,911,577	\$ 16,775,372	\$ 10,047,173	\$ 26,822,544	-0.33%	
SUMMARY OF EXPENDITURES - BY CHARACTERS:								
Characters								
Salaries	\$ 12,051,128	\$ 11,202,121	\$ 11,202,121	\$ 7,079,758	\$ 3,840,597	\$ 10,920,355	-2.52%	
Employee benefits	5,840,326	5,639,662	5,639,662	3,883,610	1,942,090	5,825,700	3.30%	
Travel and training	35,641	155,328	130,000	66,107	51,947	118,054	-9.19%	
Maintenance	1,528,288	510,104	600,000	403,763	203,024	606,787	1.13%	
Utilities	596,359	619,995	619,995	431,659	217,402	649,061	4.69%	
Professional and contractual services	20,071,492	2,946,626	4,946,626	3,140,140	1,835,960	4,976,100	0.60%	
Operating cost	252,792	422,401	422,401	280,568	140,000	420,568	-0.43%	
Insurance	1,444,499	1,400,387	1,400,387	502,699	850,000	1,352,699	-3.41%	
Supplies	336,220	548,279	548,279	188,293	350,000	538,293	-1.82%	
General equipment under \$5,000	140,341	493,130	493,130	88,824	364,803	453,627	-8.01%	
Equipment and other acquisitions over \$5,000	107,713	472,900	264,300	242,447	21,857	264,303	0.00%	
Special and other Activities	482,356	644,676	644,676	467,504	229,494	696,998	8.12%	
Total Expenditures by Characters	\$ 42,887,154	\$ 25,055,609	26,911,577	\$ 16,775,372	\$ 10,047,173	\$ 26,822,544	-0.33%	
Excess (deficiency) of revenues over (under) expenditures	6,763,974	40,534,111	8,217,923			870,629		
OTHER FINANCING SOURCES (USES):								
Transfer (in):								
Fixed Assets Fund		-	-	-	-	-		
Transfer (out):								
FEMA Recovery		(30,000,000)	-	-	-	-		
Street Improvement Capital Projects Fund		-	-	-	-	-		
Debt Service for Paving Projects		-	-	-	-	-		
Public Utility Fund		-	-	-	-	-		
Self Insurance Fund		-	-	-	-	-		
Total other financing sources (uses)	-	(30,000,000)	-	-	-	-		
Net change in fund balance	6,763,974	10,534,111	8,217,923			870,629		
Beginning Fund Balance	\$ 13,797,518	\$ 20,561,492	\$ 20,561,492			\$ 20,561,492		
Ending Fund Balance	\$ 20,561,492	\$ 31,095,603	\$ 28,779,415.11			\$ 21,432,121		

Original Budget

Amended Budget

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AMENDING ORDINANCE NO. 1751, M-C SERIES,
PARTICULARLY SECTION 18-4 DEFINITIONS - MAJOR SUBDIVISION
DEFINITION.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Ordinance No. 1751, M-C Series, particularly Section 18-4 Definitions – Major Subdivision to read as follows:

Major Subdivision shall mean:

- (1) The division of a lot, tract, or parcel of land **which exceeds one acre prior to its division or is a division of** ~~into~~ four (4) or more lots, plots, sites, or other division of land for the purpose, whether immediate or future, of sale or of building development;

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
_____, 2022.

MANDY THOMAS, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2022, at _____ o'clock _____.m.

I HEREBY CERTIFY that I have received
from the Mayor at _____ o'clock _____.m.
on this _____ day of _____, 2022,
the foregoing ordinance which has been
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ARLENE BLANCHARD, Clerk

ORDINANCE NO. _____, M-C SERIES

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

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

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

APPROVED AND ADOPTED by
City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2022.

MANDY THOMAS, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this _____ day of _____, 2022, 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 _____, 2022, 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 _____, 2022, by and between the CALCASIEU PARISH POLICE JURY, hereinafter referred to as "PARISH," a political subdivision of the State of Louisiana, represented herein by its duly authorized President, Tony Stelly, and the CITY OF SULPHUR, hereinafter referred to as "CITY," a political subdivision of the State of Louisiana, and represented herein by its duly authorized Mayor, Mike Danahay.

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

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

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

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

WHEREAS, the PARISH and the CITY consider the public benefit of providing nutritious meals to children who would otherwise not have access to the meals to be proportionate to the costs associated with this activity.

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

1. Scope of Agreement

The PARISH and the CITY hereby agree to the following:

A. PARISH Obligations:

- a. The PARISH will administer the PROGRAM on behalf of the CITY by working with the Louisiana Department of Education and the CITY and will adhere to all policies and procedures applicable in administering the PROGRAM.
- b. The PARISH will provide at least one (1) open feeding site inside the city limits of the CITY.
- c. The PARISH will be responsible for hiring and paying persons to work in any aspect of the PROGRAM operations.
- d. The PARISH will include the CITY'S logo on all PROGRAM advertisements.
- e. The PARISH will provide training for all PROGRAM employees.
- f. The PARISH will provide its own waste dumpsters at each site.

B. CITY Obligations:

- a. The CITY will provide funding assistance in the amount of five thousand dollars (\$5,000) by May 31, 2022 in support of the operation of the PROGRAM.
- b. The CITY will provide assistance in promoting the availability of the PROGRAM by advertising the PROGRAM on media outlets that may be available to the CITY.

2. Term of Agreement

The initial term of this agreement shall commence upon execution of this agreement and shall continue until July 31, 2022.

3. Payment Terms

The CITY agrees to pay the PARISH five thousand dollars (\$5,000) by May 31, 2022. The PARISH is responsible for the remainder of the PROGRAM costs.

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

4. Amendments and Assignments

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

5. Records and Audits

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

For audit purposes, all records will be made available by both parties to any authorized representative of either party and said records will be retained for three (3) years from the final contractual payment under this agreement. It is also agreed that all records shall be made available to either party at no additional charge for such information. If any confidential information is obtained during the course of this agreement, both parties agree not to release that information without the approval of the other party unless instructed otherwise by court order, grantor, auditor, public information request or as required by law.

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

In compliance with grantor and national policy requirements, including the above referenced federal grant requirements, both parties agree to adhere to the following regulations as well as the federal contract clauses addressed in Exhibit A attached, where applicable:

(a) Federally Required Contractual Provisions:

- (1) **Administrative, Contractual or Legal Remedies** are required in all contracts in excess of the simplified acquisition threshold amount that are funded with federal funds and are addressed in various sections of this agreement.
- (2) **Termination Provision** requires all contracts in excess of \$10,000 to contain a provision for termination of the contract for cause or convenience and this provision is addressed in Section 8 of this agreement.
- (3) For all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3, **Equal Employment Opportunity** (see Exhibit B), including Executive Order 11246 which was further amended by Executive Order 11375, which requires equal opportunity for all persons, without regard to race, color, religion, sex or national origin, employed or seeking employment with government contractors or with contractors performing under federally assisted construction contracts,

- (4) For all construction contracts in excess of \$2,000 and required by federal grant regulations, **Davis Bacon Act**¹ which requires payments of wages for laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor and said wage payments will be made at least weekly,
- (5) For all applicable contracts in excess of \$100,000 that involve the employment of mechanics or laborers, **Contract Work Hours and Safety Standards Act** which prohibits certain unsanitary, hazardous or dangerous working conditions and requires that wages of every mechanic and laborer to be on the basis of a standard work week of forty hours with any work in excess of forty hours per week to be compensated at a rate of not less than one and one-half times the basic rate of pay,
- (6) For all contracts that meet the definition of “funding agreement” under 37 CFR Part 401.2(a) and involve a contract with a small business firm or nonprofit organization regarding the assignment or performance of experimental, developmental or research work must comply with the **Rights to Inventions Made Under a Contract or Agreement** contained in 37 CFR Part 401,
- (7) All contracts, subcontracts and sub-grants in excess of \$150,000 must contain a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the **Clean Air Act** and the **Federal Water Pollution Control Act**,
- (8) **Debarment and Suspension (Executive Orders 12549 and 12689 and 2 CFR Part 180)** which prohibit the contracting with any party listed on the “System for Award Management” (SAM.gov), which identifies all parties that have active exclusions (i.e. suspensions, debarments) imposed by a federal agency,
- (9) **Byrd Anti-Lobbying Prohibition (31 U.S.C. 1352)** prohibits the use of federal funds to pay any person or organization for influencing or attempting to influence anyone with any federal contract, grant or other award covered by 31 U.S.C. 1352 and also requires that Contractors that apply or bid for an award exceeding \$100,000 where federal funds are used must file the required certification (see Exhibit C) stating that the parties will not and have not used federal funds to pay any person or organization for influencing or attempting to influence anyone with any federal contract, grant, or other award covered by 31 U.S.C. 1352,
- (10) **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** wherein 2 CFR Part 200.216 prohibits use of federal grant or loan funds to enter into, renew or extend any agreement to procure or obtain equipment, services, or systems that use telecommunications equipment or services produced by Huawei Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) as a substantial or essential component of that system,
- (11) **Domestic Preferences for Procurements** for when federal funds are utilized, and where appropriate and to the extent consistent with other laws and regulations, 2 CFR Part 200.322 allows a federal award to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States

¹ Davis Bacon Act is not applicable to this agreement.

(including but not limited to iron, aluminum, steel, cement, and other manufactured products).

- (12) **Procurement of Recovered Materials** as required by 2 CFR Part 200.323 which requires procurements in excess of \$10,000 to contain the highest percentage of recovered materials practicable while consistent with maintaining a satisfactory level of competition.

(b) National Policy Requirements:

- (1) **Civil Rights Act of 1964**, including Title VI, which generally speaking, states that no person shall on the grounds of race, color or national origin shall be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance,
- (2) **Age Discrimination Act of 1975** which prohibits discrimination based on age in programs or activities receiving federal financial assistance,
- (3) **Section 504 of the Rehabilitation Act of 1973**, if specifically required by the federal agency, which prohibits the exclusion of an otherwise qualified individual because of a disability in programs receiving federal financial assistance including program accessibility, accessible new construction and alterations, reasonable accommodations and effective communication with hearing and visually disabled (this requirement may vary with each federal agency),
- (4) **National Environmental Policy Act** which prohibits any activities that will have an adverse impact on the environment,
- (5) **Energy Policy and Conservation Act** which require the contractors to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan,
- (6) **Reporting Provision** requires that all contracts should include a requirement that the contractor assist the Parish, when applicable, with any awarding agency requirements and regulations pertaining to reporting,
- (7) **Records Access Provision** which reserves the rights of the PARISH, state or federal grantors, the Comptroller General of the United States, or any duly authorized representative of the aforementioned to have access to any books, documents, papers or records of the CITY that are directly pertinent to this agreement for the purpose of making audit examination excerpts and transcriptions and is further discussed in the first part Section 5 of this agreement,
- (8) **Record Retention Provision** requires that any contract executed must include a provision that all required records will be maintained by the contractor/firm for a minimum period of three years after the Parish formally closes out each federal program (Parish grant managers should verify the three-year record retention period with each respective grant agency to ensure that a longer period is not required), and
- (9) **2013 National Defense Authorization Act (41 United States Code (U.S.C.) 4712, Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection)** subjects any subawards and contracts over

the federal simplified acquisition threshold to the provisions of the above act regarding rights and remedies for employee whistleblower protections.

In compliance with Section 5(a)(8) above, the CITY also confirms that it is not a party listed on the "System for Award Management" (SAM.gov) as debarred, suspended or otherwise excluded from contracting on any projects involving federal funds. The CITY also agrees to provide immediate notice, but in no case later than three (3) business days, after being notified that the CITY, or any subcontractor, has been added to the "System for Award Management" or otherwise been disbarred from contracting on any projects involving federal funds. In no event shall CITY utilize a subcontractor at any time during the duration of this agreement who has been disbarred from contracting on any projects involving federal funds. Any Contractor or Subcontractor is required to provide their Unique Entity ID (UEI) number from the SAM.gov site prior to beginning any project receiving federal funding. If the CITY is prohibited in any way from contracting on any projects involving federal funds at any time during the duration of this agreement then the CITY may, at its sole discretion, immediately implement the termination provisions discussed in Section 7 below.

6. Liability and Indemnity

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

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

7. Termination of Agreement and Dispute Resolution

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

8. Severability, Entire Agreement and Captions

This agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. If any provision of this agreement is held invalid, void or unenforceable under any law or regulation or by a court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be so amended, it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provision of this agreement. This agreement, any attached documents, and any referenced documents represent the entire agreement between the PARISH and the CITY and supersede all prior negotiations, representations or agreements, either written or oral. In the event of a conflict between this agreement and other documents, the terms of this agreement shall control.

Each paragraph of this agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation.

9. No Authorship Presumptions

The PARISH and the CITY have had an opportunity to negotiate the language of this agreement in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship. The PARISH and the CITY hereby waive the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this agreement, including but not limited to, any rule of law to the effect that any provision of this agreement shall be interpreted or construed against the party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any person that becomes a party by reason of assignment and/or assumption of this agreement and any successor to a signatory party.

10. Address of Notices and Communications

All notices between the PARISH and the CITY provided for pursuant to this agreement shall be in writing. The name and address of the PARISH's representative is:

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

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

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

Page 7 of 10

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

THUS DONE AND SIGNED on the ____ day of _____ 2022, in Lake Charles, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

CALCASIEU PARISH POLICE JURY:

Witness Signature

BY: _____
TONY STELLY, PRESIDENT

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

THUS DONE AND SIGNED on the ____ day of _____ 2022, in _____, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

CITY OF SULPHUR:

Witness Signature

BY: _____
MIKE DANAHAAY, MAYOR

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

EXHIBIT A: FEDERAL CONTRACT CLAUSES

Since the parties anticipate that federal funding will be applied to this Agreement, the following federal contract clauses must be complied with, where applicable, in addition to the clauses already mentioned.

REMEDIES

See Warranties, Termination and Dispute Resolution section in the Contract for provision addressing Remedies.

TERMINATION FOR CAUSE

See Warranties, Termination and Dispute Resolution section in the Contract for provision addressing Termination for Cause.

TERMINATION FOR CONVENIENCE

See Warranties, Termination and Dispute Resolution section in the Contract for provision addressing Termination for Convenience.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and

subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The Calcasieu Parish Police Jury shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

CLEAN AIR ACT

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

(2) The Contractor agrees to report each violation to the Calcasieu Parish Police Jury and understands and agrees that the Calcasieu Parish Police Jury will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

FEDERAL WATER POLLUTION CONTROL ACT

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 *et seq.*

(2) The Contractor agrees to report each violation to the Calcasieu Parish Police Jury and understands and agrees that the Calcasieu Parish Police Jury will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Calcasieu Parish Police Jury. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Calcasieu Parish Police Jury, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING ACT

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act.

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-

Federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the Contract performance schedule;
- ii. Meeting Contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site,

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES. (REQUIRED FOR CONTRACTS AFTER 11/12/20)

- (a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; and substantial or essential component have the meaning as defined in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment, as used in this clause—
- (b) *Prohibitions.*
 - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from a Federal Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

DOMESTIC PREFERENCES FOR PROCUREMENTS. (REQUIRED FOR CONTRACTS AFTER 11/12/20)

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

Page 6 of 8

Updated 03/25/2022

- (1) The Contractor agrees to provide GOHSEP, the Calcasieu Parish Police Jury, the Treasury's Office of Inspector General, or any authorized oversight body access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide any authorized oversight body or their representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the Calcasieu Parish Police Jury and Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Comptroller General of the United States.

COMPLIANCE WITH FEDERAL EXECUTIVE ORDERS

This is an acknowledgement that Federal financial assistance will be used to fund the Contract. The Contractor will comply with all applicable federal law, regulations, executive orders, 2 CFR Part 200 policies, procedures, and directives.

NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

(a) Any party to this contract must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are also required for the hiring of any subcontractors under this contract.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

COPYRIGHT AND DATA RIGHTS

The Contractor grants to the Calcasieu Parish Police Jury, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Calcasieu Parish Police Jury or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Calcasieu Parish Police Jury data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Calcasieu Parish Police Jury.

COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT

The Contractor shall comply with 18 USC 874, 40 USC 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this contract.

The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR 5.12.

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. **EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**
(Applicable to Contracts and Subcontracts above \$10,000)

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures

EXHIBIT B

authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. **CERTIFICATION OF NONSEGREGATED FACILITIES** (Applicable to Contracts and Subcontracts over \$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING MAYOR DANAHA Y TO INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH CALCASIEU PARISH PUBLIC SAFETY COMMUNICATIONS DISTRICT FOR GEO-REFERENCED, AERIAL, OBLIQUE IMAGE LIBRARIES AND RELATED SOFTWARE.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Danahay to enter into a Cooperative Endeavor Agreement with Calcasieu Parish Public Safety Communications District for Geo-Referenced, Aerial, Oblique image libraries and related software.

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 _____, 2022.

MANDY THOMAS, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2022, 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 _____,
2022, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

COOPERATIVE ENDEAVOR AGREEMENT

UNITED STATES OF AMERICA

BETWEEN

**CALCASIEU PARISH PUBLIC SAFETY
COMMUNICATIONS DISTRICT**

STATE OF LOUISIANA

AND

CITY OF SULPHUR

PARISH OF CALCASIEU

BE IT KNOWN, that before the undersigned Notaries Public, duly commissioned and qualified in and for their respective localities as hereinafter stated, on the dates hereinafter set forth, and in the presence of the competent witnesses hereinafter named and undersigned, personally came and appeared:

CALCASIEU PARISH PUBLIC SAFETY COMMUNICATIONS DISTRICT, of Calcasieu Parish, Louisiana (hereinafter referred to as COMMUNICATIONS DISTRICT), a political subdivision of the State of Louisiana, herein represented by its Executive Director, Richard J. McGuire, appearing herein pursuant to a Resolution dated _____, hereunto attached and made a part hereof; and

CITY OF SULPHUR, Louisiana (hereinafter referred to as "SULPHUR"), a political subdivision of the State of Louisiana, herein represented by _____;

each of whom being duly sworn, did declare that:

Section 1: AUTHORITY

The Cooperative Endeavor Agreement is entered into by the parties under the authority of the Constitution and Laws of the State of Louisiana, including, but not limited to, Article VI, Section 20 and Article VII, Section 14 of the 1974 Louisiana Constitution and L.S.A.-R.S. 33:1321 et seq. ("The Local Service Laws").

Section 2: PURPOSE

COMMUNICATIONS DISTRICT and SULPHUR agree that the respective localities herein have the need for Digital Aerial Photography of Calcasieu Parish for the planning of future growth, maintenance of property tax records, and for the planning and response to both small and large scale emergencies, which would benefit the safety and welfare of the citizens within the area.

Section 3: SCOPE

The endeavor contemplated herein is to provide for the COMMUNICATIONS DISTRICT to purchase Geo-referenced, Aerial, Oblique image libraries and related software detailing the Parish of Calcasieu on the behalf of the SULPHUR.

Section 4: COMMUNICATIONS DISTRICT'S CONTRIBUTION

The COMMUNICATIONS DISTRICT agrees to purchase Geo-referenced, Aerial, Oblique image libraries and related software detailing the SULPHUR's operational area in the Parish of Calcasieu, for the exclusive use by the COMMUNICATIONS DISTRICT, and SULPHUR if all costs and fees are paid up to date.

The COMMUNICATIONS DISTRICT further agrees to assume responsibility for payment of any additional charges to store the data at a location of its choosing.

The COMMUNICATIONS DISTRICT further agrees to comply with all licensing requirements of the chosen vendor for the Geo-referenced, Aerial, Oblique image libraries and related software detailing the Parish of Calcasieu.

No further contribution by the COMMUNICATIONS DISTRICT will be made.

Section 5: SULPHUR'S CONTRIBUTION

The SULPHUR further agrees to compensate the COMMUNICATIONS DISTRICT in the amount of Nine thousand dollars and no cents (\$9,000.00) for the Geo-referenced, Aerial, Oblique image libraries and related software detailing the City of Sulphur. These fees shall be paid within thirty (30) days of receipt of the invoice.

The SULPHUR further agrees to assume responsibility for payment of any additional charges to store the data at a location of its choosing.

The SULPHUR further agrees to comply with all licensing requirements of the chosen vendor for the Geo-referenced, Aerial, Oblique image libraries and related software detailing the Parish of Calcasieu.

The SULPHUR agrees to indemnify and hold the COMMUNICATIONS DISTRICT harmless from any and all actions, causes of actions, claims, demands, damages, charges, costs of court, of any kind, known or unknown, including but not limited to attorney's fees, arising out of the use and maintenance of the above listed equipment.

No further contribution by SULPHUR will be made.

Section 6: AMENDMENTS

The parties hereto may amend this Cooperative Endeavor Agreement at any time by mutual consent, to modify, clarify, add or remove any term or condition provided, however, that no amendment shall be effective unless it is in writing and signed by duly authorized representatives of all parties hereto.

Section 7: INVALIDITY

If any provision, item, application or part of this Cooperative Endeavor Agreement is held invalid, such invalidity shall not affect other provisions, items, applications or parts hereof which can be given effect without the invalid provision, item, application, or part, and to this end the provisions of this Cooperative Endeavor Agreement are hereby declared to be severable.

Section 8: TERM

The term shall be two (2) years, and shall coincide with the procurement contract for the Geo-referenced, Aerial, Oblique image libraries and related software detailing the Parish of Calcasieu. If this Agreement is terminated by any of the signing agencies at any point other than specific in the contract documents, then the terminating agency shall retain the rights of use of the Geo-referenced, Aerial, Oblique image libraries and related software detailing the Parish of Calcasieu for the current contract period. After the current contract period has expired, terminating agency shall not be eligible for any updates to image libraries or related software.

The commencement date is _____.

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 _____, 2022.

WITNESSES:

CALCASIEU PARISH PUBLIC SAFETY
COMMUNICATIONS DISTRICT

BY: _____
RICHARD MCGUIRE, Executive Director
Authorizing Resolution attached

NOTARY PUBLIC

THUS DONE AND PASSED in duplicate original at Sulphur, Louisiana, in the presence of the undersigned competent witnesses and me, Notary Public, on the _____ day of _____, 2022

WITNESSES:

CITY OF SULPHUR

BY: _____
_____, Mayor

NOTARY PUBLIC

ORDINANCE NO. _____ M-C SERIES _____

ORDINANCE WHICH SETS FORTH THE GENERAL ALIMONY,
STREET MAINTENANCE, AND FIRE MAINTENANCE
AUTHORIZED MILLAGE RATES IN THE CITY OF SULPHUR FOR
THE 2022 TAX YEAR.

SECTION 1: BE IT ORDAINED by the Mayor and City Council of the City of Sulphur, Louisiana, in regular and legal session convened, that the City of Sulphur of the Parish of Calcasieu, Louisiana, in a public meeting held on July 11, 2022, which meeting was conducted in accordance with the Open Meetings Law and the additional requirements of Article XII, Section 3 of the Louisiana Constitution and R.S. 42:11 – 28 [R.S. 42:11, et seq.] that the following millage rate(s) be and they are hereby levied upon the dollar of each assessed valuation of all property which is subject to ad valorem taxation within said City for the year 2022 for the purpose of raising revenue:

<u>Tax Description:</u>	<u>Millage Rate(s):</u>
General Alimony (5096 001):	5.850 mills
Street Maintenance (5096 002):	5.300 mills
Fire Maintenance (5096 003):	5.300 mills

SECTION 2. BE IT FURTHER ORDAINED that the proper administrative officials of the Parish of Calcasieu, State of Louisiana, be and they are hereby empowered, authorized, and directed to spread said taxes, as hereinabove set forth, upon the assessment roll of said Parish for the year 2022, and to make the collection of the taxes imposed for and on behalf of the taxing authority, according to law, and that the taxes herein levied shall become a permanent lien and privilege on all property subject to taxation as herein set forth, and collection thereof shall be enforceable in the manner provided by law.

The foregoing ordinance was read in full; the roll was called on the adoption thereof, and the ordinance was adopted by the following votes:

YEAS:
NAYS:
ABSTAINED:
ABSENT:

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2022.

MANDY THOMAS, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2022, 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 _____,
2022, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

CERTIFICATE

I hereby certify that the foregoing is a true and exact copy of the ordinance adopted at the duly called meeting of the Mayor and City Council of the City of Sulphur, Louisiana, which was held on July 11, 2022, at which meeting a quorum was present and voting.

Sulphur, Louisiana, this 11th day of July 2022.

Mike Danahay; Mayor
City of Sulphur, State of Louisiana

Council meets - 2nd monday @ 5:30
introduce ordinance - June 14, 2021
adopt the millage rates for 2021 - july 12,2021

City of Sulphur
Calcasieu Parish

2020 Certified Value: 171,901,440
2021 Projected Value: 182,361,745

General Alimony (5096 001):

2020 Levied Rate:	5.850	Revenue collected for 2020 @ 95% collection rate:	\$955,342.25
2021 Levied Rate:	5.850	Projected Revenue for 2021 @ 95% collection rate:	\$1,013,475.40
		Difference in Revenue:	\$58,133.15

Street Maintenace (5096 002): Expires 2024

2020 Levied Rate:	5.300	Revenue collected for 2020 @ 95% collection rate:	\$865,523.75
2021 Levied Rate:	5.300	Projected Revenue for 2021 @ 95% collection rate:	\$918,191.39
		Difference in Revenue:	\$52,667.64

Fire Maintenace (5096 003): Expires 2024

2020 Levied Rate:	5.300	Revenue collected for 2020 @ 95% collection rate:	\$865,523.75
2021 Levied Rate:	5.300	Projected Revenue for 2021 @ 95% collection rate:	\$918,191.39
		Difference in Revenue:	\$52,667.64

ORDINANCE NO. _____, M-C SERIES

ORDINANCE GRANTING A VARIANCE TO PATTY DEVILLE, 334 EVELYN STREET, TO ALLOW FOR PIG, CHICKEN, AND RABBIT ENCLOSURES TO BE LESS THAN THE REQUIRED 50 FEET FROM A RESIDENTIAL PROPERTY LINE.

WHEREAS, in accordance with Chapter 4, Section 6 of the Code of Ordinances of the City of Sulphur, a pig, chicken, and rabbit enclosure shall not be nearer than 50 feet from any property line used for either residential or commercial purposes; and

WHEREAS, applicant is requesting a variance to allow for the pig, chicken, and rabbit enclosures to be located the following distances from the applicant's north property line:

Enclosure 1	6 feet 6 inches
Enclosure 2	11 feet 8 inches
Enclosure 3	13 feet
Enclosure 4	8 feet 10 inches
Enclosure 5	13 feet 9 inches

WHEREAS, the following described property located in the City of Sulphur, State of Louisiana, is owned by Patty Deville, 334 Evelyn Street, Sulphur, Louisiana 70663, to-wit:

COMMENCING 89 FEET SOUTH OF THE NORTHEAST CORNER OF LOT 1 BLOCK 3 OF EFFIE C. PEVETO SUBDIVISION IN THE NORTH HALF OF THE NORTHEAST QUARTER (N/2 OF NE/4) OF SECTION 33, TOWNSHIP 9 SOUTH, RANGE 10 WEST, THENCE SOUTH 102.5 FEET, THENCE WEST 227.5 FEET, THENCE NORTH 102.5 FEET, THENCE EAST 227.5 FEET, TO THE POINT OF COMMENCEMENT, TOGETHER WITH ALL BUILDINGS AND IMPROVEMENTS SITUATED THEREON.

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.

That 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.

BE IT ORDAINED that City Council does hereby grant a variance to Patty Deville, 334 Evelyn Street, to allow for pig, chicken, and rabbit enclosures to be located closer than the required 50 feet.

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

APPROVED AND ADOPTED by the
City Council of the City of Sulphur on this
_____ day of _____, 2022.

MANDY THOMAS, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this ____ day of _____, 2022, 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 _____, 2022, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

I received a complaint on June 2, 2022, from a neighbor that said he supports the animals being there but not the rooster. You don't need a rooster for eggs. The rooster crows all day long.

Arlene



CITY OF SULPHUR
APPLICATION FOR

DEVELOPMENT APPROVAL - VARIANCE

Date Received April 20, 2022 \$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 Patty Deville Date 4-20-22

PROPERTY OWNER INFORMATION

Name of Property Owner Patty Deville
(Owner must provide proof of ownership such as property tax record or recorded deed)
Mailing Address: 334 Evelyn City: Sulphur State: LA Email: libelle703@yahoo.com
Physical Address: Same City: _____ State: _____
Phone Number (H) _____ (W) _____ (C) 837-532-2862

PROPERTY INFORMATION

Location Address: See attached

Present Zoned Classification: _____

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

See attached

DO YOU CURRENTLY HAVE ANY PENDING VIOLATION WITH ANY ORDINANCE OF THE CITY OF SULPHUR
YOU, OR A REPRESENTATIVE, MUST ATTEND THE BOARD OF ZONING ADJUSTMENT MEETING

YES ☐ NO ☒
INITIAL PD

VARIANCE REQUEST INFORMATION

Purpose of Variance Request: _____

See attached

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 Patty Deville Date 4-20-22

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

To whom it may concern,

I am writing about a complaint that resulted into another observation by the City of Sulphur Animal Control. I was notified that someone had emailed the mayor about the animals that I owned. I spoke with Mr. Greg and he informed me that the animals that I own are not an issue. The issue that was brought up because of the complaint was the location of my cages. I have had my animals for 2 years. The cages have been in the same location the entire time. I got my animals when the state was shut down because of Covid. I have mental health issues. My animals became part of my therapy. The location of their cages has never been an issue before. The neighbor that the cages are near has provided a letter stating that they have no issues with the cages rather they enjoy the cages being close. They come over frequently to enjoy the animals with us. The cages are not a nuisance with the smell. The pig does not have bowel movements in the cage. She comes out to do that, then the feces is scooped up and disposed of. Her cage is also frequently lined with mulch to help with the urine. The chickens' cages are tended to just as well. I take pride in my animals and the care that I give them. They are more than animals to us. They are pets. They will not be used for slaughter. They are loved. Moving the cages would be very hard beings they have been in that location for 2 years. I am coming before you requesting a variance to not move the cages because of the joy that they bring to us and our neighbors. I thank you for your time and your consideration.

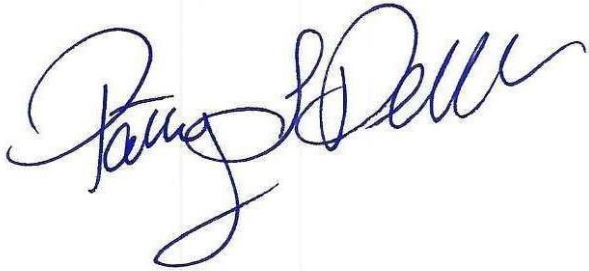
Patty DeVille

334 Evelyn St

Sulphur, La 70663

337-532-2862

Lilbelle703@yahoo.com

A handwritten signature in blue ink, appearing to read 'Patty DeVille', is written over a horizontal line.

Nicholas Feilen

336 Evelyn St.
Sulphur, LA 70663
(337) 379-0350
NWSJFeilen@outlook.com

19th April 2022

To whom it may concern:

I am the neighbor of Patty and Tommy DeVille. I am writing in support of them and their animals. I have no issues with the pig, Gertrude, or any of the chickens, nor the location of their habitats. I have had no issues with the animals, smells, or noises. I rather enjoy having them near and help take care of them at times.

If you have any questions for me, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nicholas Feilen', with a long horizontal flourish extending to the right.

Nicholas Feilen





ORDINANCE NO. , M-C SERIES

AN ORDINANCE AMENDING CHAPTER 8, SECTION 6 OF THE CODE OF
ORDINANCES OF THE CITY OF SULPHUR – DISCHARGING OF
FIREARMS.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Chapter 8, Section 6 of the Code of Ordinances of the City of Sulphur – Discharging of Firearms to read as follows:

Sec. 8-6. Discharging of firearms.

- (a) It shall be unlawful for any person to intentionally discharge any firearm or air gun within the corporate limits, unless such discharge of firearms is reasonably required for the protection of life and property, except as hereinafter provided.
- (b) The provisions of this section shall not apply to persons discharging firearms from approved indoor firing ranges, or any authorized peace officer acting in the proper performance of the officer's official duties, or to the discharge of blank cartridges in theatrical performances or sporting events, or to the firing of salutes by honor guard at funerals or memorials
- (c) Approved indoor firing ranges shall be those firing ranges which have been designed and constructed to meet the requirements set forth in the various codes, relative to structures, in force and effect in the city, and which structures have been designed and constructed in accordance with recognized standards of safety and noise suppression for indoor firing ranges, as certified by a licensed architect or engineer. Caliber of weapons shall not exceed designer's specifications.

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
_____, 2022.

MANDY THOMAS, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2022, 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 _____, 2022,
the foregoing ordinance which has been
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ORDINANCE NO. , M-C SERIES

AN ORDINANCE AMENDING CHAPTER 5, SECTION 22 OF THE CODE OF ORDINANCES OF THE CITY OF SULPHUR – ESTABLISHMENT OF OFFICE OF BUILDING INSPECTOR; APPOINTMENT; ESTABLISHMENT OF BUILDING DEPARTMENT.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Chapter 5, Section 22 of the Code of Ordinance of the City of Sulphur – Establishment of Office of Building Inspector; Appointment; Establishment of Building Department to read as follows:

Sec. 5-22. Establishment of office of building inspector; appointment; establishment of building department.

(a) The person in charge of enforcing the provisions of the building code shall be known as the "building inspector" which title shall be substituted for "building official" wherever it appears in the building code.

~~(b) The mayor shall recommend the building inspector and assistants, and each one recommended shall be voted on by the city council and elected by a majority vote of the council.~~

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
_____, 2022.

MANDY THOMAS, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2022, 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 _____, 2022,
the foregoing ordinance which has been
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

Resolution re-appointing Tommy Little to the West Calcasieu Airport Managing Board

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby re-appoint Tommy Little to the West Calcasieu Airport Managing Board with term to expire June, 2024.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2022.

MANDY THOMAS, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____ M-C SERIES

Resolution approving the recommendation of Mayor Mike Danahay for the appointment of Lewis Coats as Chief of Police.

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 Lewis Coats as Chief of Police.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2022.

MANDY THOMAS, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____ M-C SERIES

Resolution approving the recommendation of Mayor Mike Danahay for the appointment of Dan Selph as Fire Chief.

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 Dan Selph as Fire Chief.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2022.

MANDY THOMAS, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____ M-C SERIES

Resolution approving the recommendation of Mayor Mike Danahay for the appointment of Connie Deville as Director of Human Resources.

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 Connie Deville as Director of Human Resources.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2022.

MANDY THOMAS, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____ M-C SERIES

Resolution approving the recommendation of Mayor Mike Danahay for the appointment of Jennifer Thorn as Director of Finance.

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 Jennifer Thorn as Director of Finance.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2022.

MANDY THOMAS, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

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 _____, 2022.

MANDY THOMAS, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____ M-C SERIES

Resolution approving the recommendation of Mayor Mike Danahay for the appointment of Denise Chandler as Director of Municipal Services.

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 Denise Chandler as Director of Municipal Services.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2022.

MANDY THOMAS, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____ M-C SERIES

Resolution approving the recommendation of Mayor Mike Danahay for the appointment of Jennifer Montgomery as Director of Information Technology.

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 Jennifer Montgomery as Director of Information Technology.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2022.

MANDY THOMAS, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____ M-C SERIES

Resolution approving the recommendation of Mayor Mike Danahay for the appointment of Cade Cole as City Attorney.

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 Cade Cole as City Attorney.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2022.

MANDY THOMAS, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____ M-C SERIES

Resolution approving the recommendation of Mayor Mike Danahay for the appointment of an Assistant City Attorney(s) / City Prosecutor.

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 an Assistant City Attorney(s) / City Prosecutor as follows:

Assistant City Attorney/City Prosecutor – Billy E. Loftin, Jr.
Assistant City Attorney - Greg Belfour

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2022.

MANDY THOMAS, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____ M-C SERIES

Resolution appointing Lenore Carroll from District 1 to the Land Use Commission and Board of Zoning Adjustment.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, that they do hereby appoint Lenore Carroll from District 1 to the Land Use Commission and Board of Zoning Adjustment.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2022.

MANDY THOMAS, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____ M-C SERIES

Resolution appointing Sam Mesuch from District 2 to the Land Use Commission and Board of Zoning Adjustment.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, that they do hereby appoint Sam Mesuch from District 2 to the Land Use Commission and Board of Zoning Adjustment.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2022.

MANDY THOMAS, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____ M-C SERIES

Resolution appointing Veronica Allison from District 3 to the Land Use Commission and Board of Zoning Adjustment.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, that they do hereby appoint Veronica Allison from District 3 to the Land Use Commission and Board of Zoning Adjustment.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2022.

MANDY THOMAS, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____ M-C SERIES

Resolution appointing Robin Baudoin from District 4 to the Land Use Commission and Board of Zoning Adjustment.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, that they do hereby appoint Robin Baudoin from District 4 to the Land Use Commission and Board of Zoning Adjustment.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2022.

MANDY THOMAS, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____ M-C SERIES

Resolution appointing Jonathan Brazzell from District 5 to the Land Use Commission and Board of Zoning Adjustment.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, that they do hereby appoint Jonathan Brazzell from District 5 to the Land Use Commission and Board of Zoning Adjustment.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2022.

MANDY THOMAS, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

Resolution appointing the Official Journal for the City of Sulphur.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby appoint the American Press as the Official Journal for the City of Sulphur.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2022.

MANDY THOMAS, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

AMERICAN PRESS
P.O. BOX 2893
LAKE CHARLES, LOUISIANA 70602
337-494-4007
FAX 337-494-4008

PROPOSAL FORM

Official Journal for
City of Sulphur

Newspaper Bid:

American Press
P.O. Box 2893
Lake Charles, LA 70602

Publisher: Dan Phelan

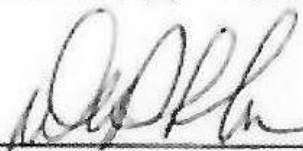
Published: 7 days per week

Cost per square per insertion date
For Legal Advertisements:

\$3.50 per square inch (submitted via email or electronically)

\$4.00 per square inch (submitted hard copy – not electronically)

Proposal Submitted by:



Dan Phelan
President/Publisher

Proposal Submitted: June 3, 2022

RESOLUTION NO. _____, M-C SERIES

Resolution authorizing Mayor Mike Danahay to enter into a contract with Julian Quebedeaux, for the videoing of Sulphur City Council meetings.

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 enter into a contract with Julian Quebedeaux, for the videoing of Sulphur City Council meetings.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2022.

MANDY THOMAS, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

Contract between Julian Quebedeaux and
City of Sulphur for videoing City Council Meetings

This contract made this _____ day of _____ 2022, by and between the City of Sulphur and Julian Quebedeaux.

Julian Quebedeaux will provide the monthly videotaping and editing of the Sulphur City Council regular and special called meetings (public hearings only), as follows, to-wit:

Proposal

Cost to City of Sulphur	Description
\$500.00	Regular 2-hour monthly meeting
\$300.00	Any special called meeting (<i>public hearings only</i>)
\$125.00	For each additional hour of any regular or special meeting

1. **Specifications for a 2-hour monthly and 1-hour Special City Council Meeting**
 1. One camera will be operated to allow for closer shots of those speaking,
 2. A second and third camera will provide close and static images for editing purposes,
 3. Sound will be taken directly from City Council sound system and mixed with the ambient/natural sound to allow for presentations which do not use microphones. The same audio feed will be provided to both cameras to provide continuity during tape or battery changes.
 4. Additional content will be included in the final edit that was shown on the Council room monitor(s)/display and/or images provided on CD (as provided immediately after the meeting).
 5. Editing Criteria
 - A. Edit will never be used for the purpose of removing content from the meeting.
 - B. Edit is only to allow for battery change coverage and to switch between cameras.
 - C. Editing will be minimal to remove obstructed views, unintended camera movement, etc.
 - D. The Calcasieu Parish Police Jury (CPPJ) C-Gov's policies of gavel-to-gavel coverage will be maintained at all times.
 - E. Graphics
Introduction

Identify the production as "Sulphur City Council Meeting (date)"
Introduction graphic will occupy maximum screen.

F. Exit

Identify the production as "Sulphur City Council Meeting (date)"
Exit graphic will occupy maximum screen.

G. Full credit roll.

Identifying graphics should also appear on screen periodically
throughout the meeting.

6. Deliverable

A. Format provided to the Government Channel will be MP2 format.

B. A DVD copy of all edited council meetings, as provided to C-Gov,
will be provided to the Council Clerk within one week of the edited
version being delivered to C-Gov.

C. Provide internet recording in a Mpeg 4 format for use of the
individual Sulphur City Council meetings for period of this
contract. Julian Quebedeaux will not provide the hosting service
for the videos.

D. DVD copy of Sulphur City Council can be created for \$14.95
each, paid directly to Julian Quebedeaux.

E. This proposal is good until fiscal year ending June, 2023.

7. Contract cancellation

A. A 30-day written notice shall be given.

Witness

Mayor Mike Danahay

Witness

Julian Quebedeaux