

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

AGENDA  
SULPHUR CITY COUNCIL MEETING  
**MONDAY, NOVEMBER 14, 2022, AT 5:30 P.M.**

THERE WILL BE A REGULAR MEETING OF THE SULPHUR CITY COUNCIL **MONDAY, NOVEMBER 14, 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. PRESENTATION by Daren Dotson – Louisiana Region 5 STEM Project Coordinator. I13-22 9 (Melinda Hardy)
2. PUBLIC HEARING on ordinance creating a Home Rule Charter Commission for the City of Sulphur. ORD108-22 (Mandy Thomas)
3. PUBLIC HEARING on ordinance authorizing Mayor Danahay to sign agreement with Sulphur Housing Authority for the Sanitary Sewer Lift Station Replacement Project. ORD109-22 (Mayor Danahay)
4. PUBLIC HEARING on ordinance declaring certain surplus movable property of the City of Sulphur and providing for the disposal thereof. ORD110-22 (Mayor Danahay)
5. PUBLIC HEARING on ordinance amending Ordinance No. 682, M-C Series, to correct property description for annexation of J & J Outdoor Advertising, Inc. ORD111-22 (Mayor Danahay)
6. INTRODUCTION OF ORDINANCE amending Ordinance No. 1696, M-C Series – one-half cent sales tax (*amend the interest on the unpaid tax from 1 ¼% to 1%*). ORD112-22 (Mayor Danahay)

7. INTRODUCTION OF ORDINANCE amending Ordinance No. 617, M-C Series – one-percent sales tax (*amend the interest on the unpaid tax from 1 ¼% to 1%*).  
ORD113-22 (Mayor Danahay)
8. INTRODUCTION OF ORDINANCE amending Ordinance No. 435, M-C Series – Master Sales and Use Tax ordinance – (*amending definitions*).  
ORD114-22 (Mayor Danahay)
9. INTRODUCTION OF ORDINANCE granting a right of way and authorizing Mayor Mike Danahay to execute right of way with Entergy Louisiana, LLC, for property located across/above Roselawn Cemetery. ORD115-22 (Mayor Danahay)
10. INTRODUCTION OF ORDINANCE amending Ordinance No. 1712, M-S Series which authorized Mayor Danahay to enter into a Cooperate Endeavor Agreement with Calcasieu Parish Police Jury and Ward 4 Marshal's Office for salaries for the Marshal's office. ORD116-22 (Mayor Danahay)
11. INTRODUCTION OF ORDINANCE authorizing Mayor Mike Danahay to enter into a Joint Services Agreement with Calcasieu Parish Public Safety Communications District for dispatching service to the Sulphur Fire Department.  
ORD117-22 (Mayor Danahay)
12. INTRODUCTION OF ORDINANCE authorizing the private sale of a police dog to a police officer that is no longer needed for police work. ORD118-22 (Mayor Danahay)
13. INTRODUCTION OF ORDINANCE repealing Ordinance No. 1299, M-C Series which created the Hope Economic Development District on Beglis Parkway.  
ORD119-22 (Mayor Danahay)
14. INTRODUCTION OF ORDINANCE repealing Ordinance No. 1312, M-C Series which authorized the levy of a sales tax and hotel occupancy tax for the Hope Economic Development District located on Beglis Parkway.  
ORD120-22 (Mayor Danahay)
15. INTRODUCTION OF ORDINANCE repealing Ordinance No. 1313, M-C Series which authorized Hope Economic Development District to enter into a Cooperative Endeavor Agreement with the City of Sulphur, the District and Hope Investment I, LLC with respect to economic development projects within the District.  
ORD121-22 (Mayor Danahay)

16. INTRODUCTION OF ORDINANCE repealing Ordinance No. 1314, M-C Series which authorized the City of Sulphur to enter into a Cooperative Endeavor Agreement between the City of Sulphur, the District and Hope Investments I, LLC, to govern the collection of the tax, the use of the proceeds of the tax, the operation of the District and the obligation of the Company. ORD122-22 (Mayor Danahay)
17. INTRODUCTON OF ORDINANCE amending Ordinance No. 1369, M-C Series which authorized the levy of a sales tax and hotel occupancy tax for the Opelram Economic Development District located on West Cal Blvd. ORD123-22 (Mayor Danahay)
18. INTRODUCTION OF ORDINANCE amending Ordinance No. 1372, M-C Series which authorized the levy of a sales tax and hotel occupancy tax for the Executive Economic Development District located west of West Cal Arena. ORD124-22 (Mayor Danahay)
19. RESOLUTION awarding low bid for Sulphur Law Enforcement Center Storm Repairs (MAI No. H1-21118-DA). RES78-22 (Mayor Danahay)
20. RESOLUTION amending previously adopted Agreement with Rostan Solutions LLC, to include new Task Order for Insurance Services and new federal clauses. RES79-22 (Mayor Danahay)
21. RESOLUTION accepting Substantial Completion for Roselawn Cemetery Storm Repairs – Fencing. RES80-22 (Mayor Danahay)
22. RULE TO SHOW CAUSE for the condition of the following addresses:
  - a. To condemn building or structure located at 705 North Stanford Street, in accordance with Article IX, Section 5-286 through 5-296. (Dru Ellender)
  - b. To condemn building or structure located at 810 North Claiborne Street #16, #20, #23, #A5 in accordance with Article IX, Section 5-286 through 5-296. (Dru Ellender)
  - c. To condemn building or structure located at 914 Platt Street, in accordance with Article IX, Section 5-286 through 5-296. (Dru Ellender)
  - d. To condemn building or structure located at 904 Taylor Street (accessory structure only), in accordance with Article IX, Section 5-286 through 5-296. (Melinda Hardy)

- e. To condemn building or structure located at 201 East Mimosa Drive, in accordance with Article IX, Section 5-286 through 5-296. (Melinda Hardy)
- f. To condemn building or structure located at 708 Landry Street, in accordance with Article IX, Section 5-286 through 5-296. (Nick Nezat)
- g. To condemn building or structure located at 105 Perkins Street, in accordance with Article IX, Section 5-286 through 5-296. (Dru Ellender)
- h. To condemn building or structure located at 1609 Palermo Drive, in accordance with Article IX, Section 5-286 through 5-296. (Joy Abshire)

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

**(Living in RV after 1 ½ years)**

- a. To extend temporary housing in a recreational vehicle located at 306 Doiron Street, in accordance with Ordinance No. 1693, M-C Series. (NO PERMITS HAVE BEEN ISSUED)
- b. To extend temporary housing in a recreational vehicle located at 945 Beulah Street, in accordance with Ordinance No. 1693, M-C Series. (PERMIT ISSUED OCTOBER 20, 2020)
- c. To extend temporary housing in a recreational vehicle located at 9 Poinsetta Road, in accordance with Ordinance No. 1693, M-C Series. (PERMIT ISSUED APRIL 7, 2022)
- d. To extend temporary housing in a recreational vehicle located at 906 Taylor Street, in accordance with Ordinance No. 1693, M-C Series. (PERMIT ISSUED JUNE 4, 2021)

**(Living in RV after 2 years)**

- e. To extend temporary housing in a recreational vehicle located at 411 Bowie Street, in accordance with Ordinance No. 1693, M-C Series. (PERMIT ISSUED AUGUST 18, 2022)
- f. To extend temporary housing in a recreational vehicle located at 851 McArthur Street, in accordance with Ordinance No. 1693, M-C Series. (NO PERMITS HAVE BEEN ISSUED)

24. 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, December 12, 2022, at 5:30 p.m. in the Council Chambers located at 1551 East Napoleon Street, Sulphur, LA.

ORDINANCE NO.

M-C SERIES AS AMENDED

**ORDINANCE CREATING A HOME RULE CHARTER COMMISSION FOR  
THE CITY OF SULPHUR.**

WHEREAS, in accordance with Section 7-06 (E) of the Home Rule Charter of the City of Sulphur, the City Council may appoint, by ordinance, a Home Rule Charter Commission; and

WHEREAS in accordance with LSA-R.S. 33:1395-1 the following provisions are applicable to Charter Commissions:

Section 1. BE IT ORDAINED that the Charter Commission shall be subject to the following provisions:

- A. The terms of charter commission members shall expire with either the adoption or rejection of the charter by the voters. In situations where no charter has been drafted by the end of the eighteen-month time-period, members' terms shall automatically expire; and
- B. The full text of the proposed charter shall be published once in the official publication of the municipality or parish within thirty days after its submission to the local governing authority of the municipality or parish. Responsibility for publication rests with the governing body affected. If a parish and a municipality are involved, publication shall be by the parish in its official journal; and
- C. Members of the commission shall reside and be a registered voter of the City of Sulphur; and
- D. The said commission shall consist of the following members:

- 1. Gena Granger
- 2. Donna Emmons
- 3. Dennis Bergeron
- 4. Sid Rosteet
- 5. Carla Sigler
- 6. Becky Venissat
- 7. Danny DiPetta

Section 2. BE IT FURTHER ORDAINED by the City Council of the City of Sulphur, Louisiana that they do hereby create a Home Rule Charter Commission for the City of Sulphur in accordance with the provisions of Section 1.

Section 3. BE IT FURTHEREST ORDAINED that this Ordinance shall become effective upon the Mayor's signature or in the manner for effectiveness of ordinances without the Mayor's signature.

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

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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

ORDINANCE NO. \_\_\_\_\_, M-C SERIES

AN ORDINANCE DECLARING CERTAIN SURPLUS MOVABLE  
PROPERTY OF THE CITY OF SULPHUR AND PROVIDING FOR THE  
DISPOSAL THEREOF.

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

DEPT	TYPE	DESCRIPTION	YEAR	MAKE	MODEL	SERIAL #/VIN #	REASON	DATE	VALUE
WWPLANT	EQUIP	CUMMINS GENERATOR	2017	CUMMINS	DSGAE- 1766179	G17021 1470	OUT OF SERVICE	9/13/22	\$300
WWPLANT	EQUIP	PIPEHUNTER- VACUUM TRAILER MOUNTED MACHINE	2013	PIPEHUNTER	VACUUM TRAILER	1T9P01 8250P3 91793	OUT OF SERVICE	9/23/22	\$5,000
WWPLANT	TQ	NEW HOLLAND TRACTOR LOADER BACKHOE	1998	FORD	575E	031008 922	OUT OF SERVICE	9/23/22	\$2,500
WWPLANT	EQUIP	KOHLER 25 KW GENERATOR	1996	KOHLER	20ROZJ	4039DF 00Y	OUT OF SERVICE	9/23/22	\$500

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

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

APPROVED AND ADOPTED by  
the City Council of the City of Sulphur,  
Louisiana, on this \_\_\_\_\_day of  
\_\_\_\_\_, 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

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ORDINANCE NO. \_\_\_\_\_, M-C SERIES

ORDINANCE AMENDING ORDINANCE NO. 682, M-C SERIES, TO  
CORRECT PROPERTY DESCRIPTION FOR ANNEXATION OF J & J  
OUTDOOR ADVERTISING, INC.

WHEREAS, application for annexation was submitted by J & J Outdoor Advertising, Inc. for property located on the south side of I-10, east of Days Inn (parcel #00165115); and

WHEREAS, the property description that was submitted, erroneously had incorporated the adjacent property which is an Entergy right-of-way.

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Ordinance No. 682, M-C Series, adopted October 17, 2005, to correct the property description for the annexation of J & J Outdoor Advertising, Inc. and remove the description for Entergy right-of-way to read as follows:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 7.6 ACRES, MORE OR LESS, AND BEING SITUATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 10 SOUTH, RANGE 9 WEST, IN THE SOUTHWESTERN LAND DISTRICT, LOUISIANA MERIDIAN, CALCASIEU PARISH, LOUISIANA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF CALLED 13.6 ACRE TRACT AS SHOWN ON A PLAT OF SURVEY PREPARED BY CHARLES R. JAMES, PLS, FOR OLSEN ESTATE, DATED JANUARY 28, 1967; THENCE SOUTH 89 DEGREES 56 MINUTES 00 SECONDS WEST (RECORD) FOR A DISTANCE OF 910.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 10; THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID EASTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 10, FOR A DISTANCE OF 554.96 FEET, MORE OR LESS TO A POINT; THENCE NORTH 89 DEGREES 56 MINUTES 00 SECONDS EAST (RECORD) FOR A DISTANCE OF 585.00 FEET TO A POINT; THENCE SOUTH 00 DEGREES 55 MINUTES 00 SECONDS WEST (RECORD) FOR A DISTANCE OF 444.30 FEET (RECORD) TO THE POINT OF BEGINNING, CONTAINING 7.6 ACRES, MORE OR LESS. BEING SUBJECT TO A RAILROAD RIGHT OF WAY, AN EXISTING OVERHEAD ELECTRIC RIGHT OF WAY, AND ANY OTHER RIGHTS OF WAY, OR SERVITUDES, VISIBLE OR INVISIBLE.

LESS AND EXCEPT:

BEING OUT OF AND A PORTION OF THAT CERTAIN TRACT OF LAND OUT OF THE MIDDLE 1/3 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 10 SOUTH, RANGE 9 WEST, AND BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF THE ABOVE DESCRIBED MIDDLE 1/3; THENCE S 0° 51' 30" W A DISTANCE OF 444.21 FEET TO A POINT FOR CORNER; THENCE S 89° 37' 45" W A DISTANCE OF 249.78 FEET TO A POINT FOR CORNER; THENCE N 26° 19' 40" E A DISTANCE OF 497.09 FEET TO A POINT FOR CORNER; THENCE N 89° 36' 35" E A DISTANCE OF 35.98 FEET TO POINT OF BEGINNING AND CONTAINING 1.457 ACRES OF LAND, MORE OR LESS. ALL AS BEING MORE FULLY SHOWN ON PLAT ATTACHED HERETO AND MADE A PART THEREOF.

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

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

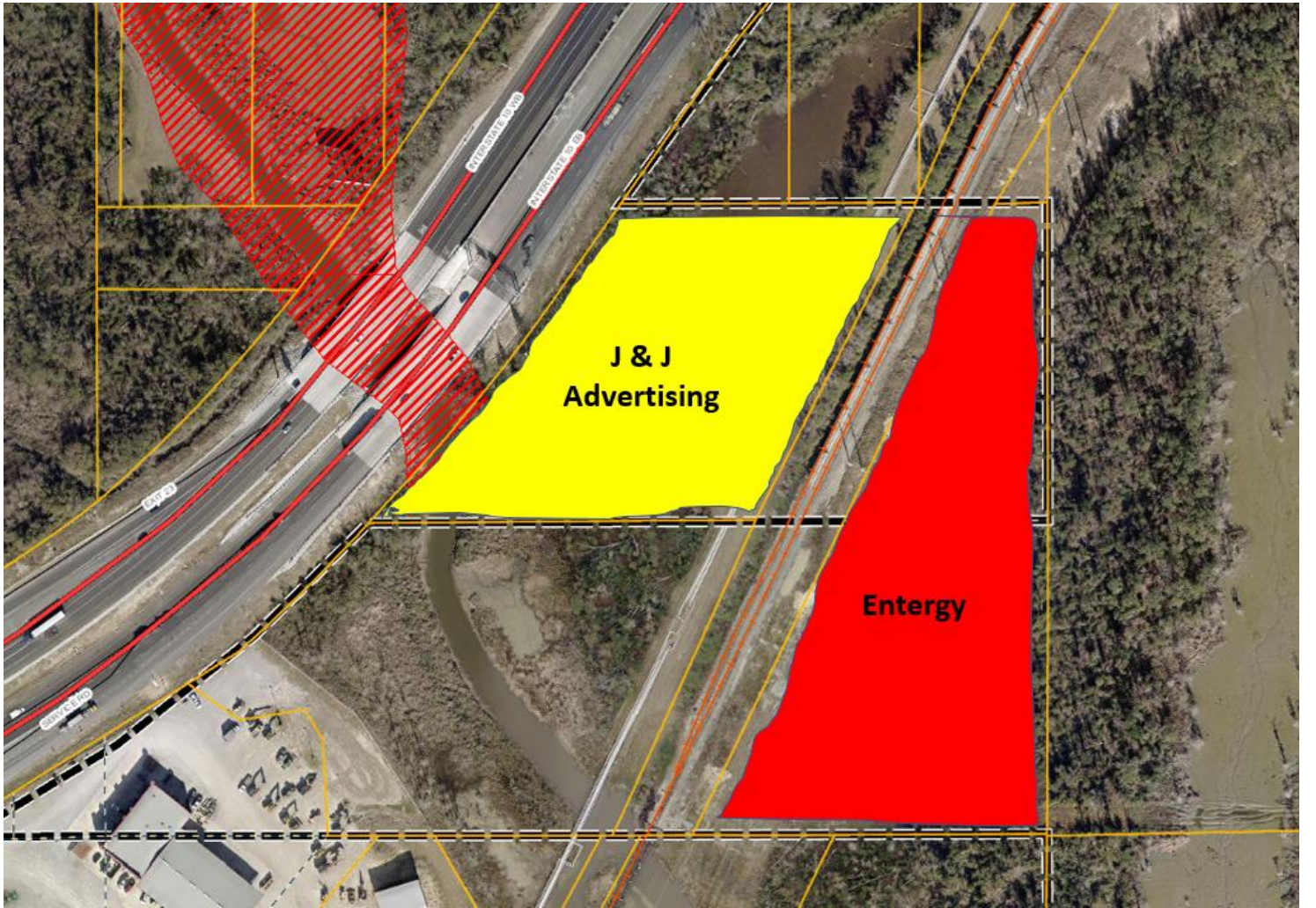
\_\_\_\_\_  
MANDY THOMAS, Chairman

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

ORDINANCE GRANTING A RIGHT OF WAY AND AUTHORIZING  
MAYOR MIKE DANAHAY TO EXECUTE RIGHT OF WAY WITH  
ENTERGY LOUISIANA, LLC, FOR PROPERTY LOCATED OVER OR  
ACROSS ROSELAWN CEMETERY.

WHEREAS, the City of Sulphur desires to grant a right of way over or across Roselawn Cemetery to Entergy Louisiana, LLC that varies in width for a transmission line;

WHEREAS the property to be subjected to the right of way is described as set forth and shown on Exhibit A, attached hereto.

NOW, THEREFORE, BE IT ORDAINED that Mayor Mike Danahay is hereby authorized and empowered, in accordance with the Home Rule Charter, to execute said Right of Way.

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



(01/27/2005)

STATE OF LOUISIANA  
PARISH OF CALCASIEU

Indexing Instructions: \_\_\_\_\_  
Line/Project Identification: \_\_\_\_\_

**RIGHT-OF-WAY INSTRUMENT**  
**ENTERGY LOUISIANA, LLC**

KNOW ALL MEN BY THESE PRESENTS THAT: CITY OF SULPHUR, a Louisiana Governmental Entity, whose mailing address is PO Box 1309, Sulphur, Louisiana 70664, represented herein by Mike Danahay, Mayor; (referred to collectively, whether one or more, as "Grantor") for and in consideration of One Dollar and other valuable consideration, in hand paid to Grantor, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign, and convey unto, **Entergy Louisiana, LLC**, a Texas Limited Liability Company and its successors and assigns (collectively "Grantee"), a right-of-way, servitude and easement that varies in width for the location, relocation, improvements, repair, construction, reconstruction, operation, inspection, patrol, replacement, removal and maintenance of one or more electric power lines, circuit or circuits and/or communication facilities (to be used for operation of Grantee's utility system), now or in the future, including, but not necessarily limited to, poles, towers, cross arms, insulators, wires, cables, conduits, hardware, transformers, switches, guy wires, anchors and other equipment, structures, material and appurtenances, now or hereafter used, useful or desired in connection therewith by Grantee (hereinafter "Grantee's facilities") over, across, under or on that land of Grantor in the Parish of Calcasieu, State of Louisiana described as follows, to-wit:

That certain tract or parcel of land, situated in Section 3, Township 10 South, Range 10 West and/or Section 34, Township 9 South, Range 10 West, Calcasieu Parish, Louisiana, being known as Roselawn Cemetery, and being further described in that certain Warranty Deed, dated February 9, 1988, and recorded at Book 2058, Page 110, under Entry No. 1976073, of the Conveyance Records, of Calcasieu Parish, Louisiana.

Said right-of-way, servitude and easement being more particularly described and shown on Exhibits "A" & "B" attached hereto and made a part hereof.

Grantor hereby grants to Grantee the rights of ingress and egress, as reasonably necessary and in a reasonable manner, at any time, without notice, to, from, or along said right-of-way across the adjoining land of the Grantor, including, but not limited to, the passage of vehicles and equipment upon said right-of-way; the right to install, extend and maintain guy wires and anchors beyond the limits of said right-of-way under emergency circumstances, which guy wires and anchors shall be removed by Grantee as soon as practicable.

Grantee shall have the full and continuing right, without further compensation, to clear and keep clear vegetation within or growing into said right-of-way and the further right to remove or modify from time to time trees, limbs, and/or vegetation outside the said right of way which Grantee considers a risk to any of Grantee's facilities or a risk to the rendering of adequate and dependable service to Grantor or any of Grantee's customers, by use of a variety of methods used in the vegetation management industry. As used in this paragraph, "risk" includes any trees, limbs, and/or vegetation that Grantee determines are tall enough that if they fell may strike, hit, or come in contact with any of Grantee's facilities. Grantee shall pay to Grantor, or Grantor's successor in title, the reasonable market value, as timber, of such trees when removed outside of the said right-of-way.

Grantee shall pay Grantor for physical damages 1) to Grantor's buildings or other structures located outside said right-of-way and 2) to Grantor's growing annual crops, road, bridges and fences where such physical damage is caused by the construction and/or maintenance of Grantee's facilities.

Grantor retains the right to use for Grantor's own purposes the land covered by the said right-of-way so long as such use does not interfere with Grantee's use of said right-of-way and other rights herein granted.

Grantor shall not construct or permit the construction of any structure, obstruction or other hazard within the said right-of-way, including but not limited to, any house, barn, garage, shed, pond, pool, water impoundment, excavation or well, excepting only (a) Grantor's fence(s) and Grantee's facilities, and (b) Grantor's improvements or constructions within or encroaching into the said right-of-way existing on the date of this instrument and shown on Exhibits attached hereto; provided that Grantor shall not modify, alter, extend or add to, or reconstruct such improvements or constructions without the prior written consent of Grantee. Grantor shall not construct or permit the construction of any buildings or other structures on land adjoining said right-of-way in violation of the minimum clearances from the lines and facilities of Grantee, as provided in the National Electrical Safety Code.

This Right of Way Instrument may be executed in multiple parts where there are multiple owners, each of which such multiple part shall be binding on the party or parties so executing.

IN WITNESS WHEREOF, Grantor has executed this Right-of-Way Instrument on this \_\_\_\_ day of \_\_\_\_\_, 2022.

WITNESSES:

GRANTOR:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
City of Sulphur  
By: Mike Danahay, Mayor

\_\_\_\_\_  
Print Name

**ACKNOWLEDGMENT**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME, the undersigned notary, personally came and appeared \_\_\_\_\_, who being first sworn, did depose and say that he/she signed the foregoing instrument as a witness in the presence of City of Sulphur, represented herein by Mike Danahay, Mayor, and another subscribing witness, all of whom signed in my presence, each signing in the presence of all the others, and that all of said signatures thereto are genuine and correct.

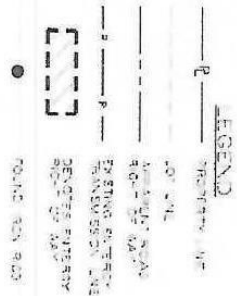
\_\_\_\_\_  
Appearing Witness

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

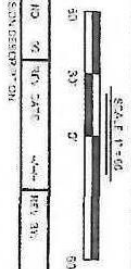


SECTION 5, TOWNSHIP 31 NORTH, RANGE 10 EAST, CALCASIEU PARISH, LOUISIANA  
SOUTHWESTERN LAND DISTRICT

[illegible]

Shirley S. Kellard 9/23/22  
BORN: 11 SEP 1924, LA 5422 DATE

EXHIBIT "A"



RIGHT OF WAY PLAT

ENTERGY LOUISIANA, L.L.C.

PLAT SHOWING RIGHT OF WAY TO SERVE EXISTING  
ENERGY LOUISIANA, L.L.C. TRANSMISSION LINE  
CROSSING TRACT BELONGING TO  
CITY OF SLIPFIRE, LOCATED IN SECTION 3,  
T10S-R10W, CALCASIEU PARISH, LOUISIANA

EXHIBIT B  
CAL 295-296-63  
EXISTING ENTERGY LOUISIANA, L.L.C. TRANSMISSION LINE  
CROSSING TRACT BELONGING TO  
THE CITY OF SULPHUR  
LOCATED IN SECTION 3, T10S-R10W  
CALCASIEU PARISH, LOUISIANA

A CERTAIN TRACT OF LAND LOCATED IN SECTION 3, TOWNSHIP 10 SOUTH, RANGE 10 WEST, CALCASIEU PARISH, LOUISIANA (SOUTHWESTERN LAND DISTRICT) BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2" IRON ROD SITUATED AT THE NORTHEAST CORNER OF LOT 35, SECOND SUBDIVISION SULFUR FARMS, SAID POINT HAVING COORDINATES OF N=630,594.08 AND E=2,636,128.22;

THENCE, S 80°34'45" W DISTANCE OF 186.97 FEET TO A POINT ON THE EASTERN BOUNDARY LINE OF TRACT BELONGING TO THE CITY OF SULPHUR HAVING COORDINATES OF N=630,563.47 AND E=2,635,943.76, SAID POINT BEING THE POINT OF BEGINNING.

THENCE, ALONG SAID EASTERN BOUNDARY LINE, S 12°05'13" E A DISTANCE OF 165.63 FEET TO A POINT;


THENCE, S 72°54'20" W A DISTANCE OF 277.23 FEET TO A POINT;

THENCE, S 73°08'37" W A DISTANCE OF 19.05 FEET TO THE WESTERN BOUNDARY LINE OF SAID TRACT;

THENCE, ALONG SAID WESTERN BOUNDARY LINE, N 00°21'33" E A DISTANCE OF 172.88 FEET TO A POINT;

THENCE, N 72°54'20" E A DISTANCE OF 258.89 FEET BACK TO THE POINT OF BEGINNING AND CONTAINING 1.051 ACRES.

ALL AS MORE FULLY DESCRIBED ON PLAT PREPARED BY T. BAKER SMITH, L.L.C., ENTITLED "EXHIBIT A – RIGHT OF WAY PLAT ENTERGY LOUISIANA, L.L.C. PLAT SHOWING RIGHT OF WAY TO SERVE EXISTING ENTERGY LOUISIANA, L.L.C. TRANSMISSION LINE CROSSING TRACT BELONGING TO THE CITY OF SULPHUR, LOCATED IN SECTION 3, T10S-R10W CALCASIEU PARISH, LOUISIANA" DATED SEPTEMBER 23, 2022. ALL BEARINGS, DISTANCES, AND COORDINATES ARE BASED ON LOUISIANA COORDINATE SYSTEM, SOUTH ZONE (NAD 83).

  
Shane J. Kirkland  
SHANE J. KIRKLAND, P.L.S., LA 5142

9/23/22  
DATE



ORDINANCE NO. \_\_\_\_\_, M-C SERIES

ORDINANCE AMENDING ORDINANCE NO. 1712, M-C SERIES, WHICH AUTHORIZED MAYOR DANAHAY TO ENTER INTO A COOPERATE ENDEAVOR AGREEMENT WITH CALCASIEU PARISH POLICE JURY AND WARD 4 MARSHAL’S OFFICE FOR SALARIES FOR THE MARSHAL’S OFFICE.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Ordinance No. 1712, M-C Series and authorize Mayor Danahay to sign amended Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury and Calcasieu Parish Ward 4 Marshal’s Office concerning funding of salaries.

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 CALCASIEU PARISH WARD FOUR MARSHAL'S OFFICE  
AND  
THE CITY OF SULPHUR**

STATE OF LOUISIANA  
PARISH OF CALCASIEU

THIS COOPERATIVE ENDEAVOR 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 Administrator, Bryan C. Beam, and the CALCASIEU PARISH WARD FOUR MARSHAL'S OFFICE, hereinafter referred to as "MARSHAL," a political subdivision of the State of Louisiana, represented herein by its duly elected Marshal, Brandon Dever, and the CITY OF SULPHUR, hereinafter referred to as "CITY," a political subdivision of the State of Louisiana, and represented herein by its duly elected 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 and CITY have the responsibility under Louisiana Revised Statutes 13:1881 and 13:1883 to provide for the compensation of the MARSHAL and any deputy marshals appointed by the MARSHAL;

WHEREAS, the PARISH, the CITY and the MARSHAL have respectively paid various amounts of compensation for the MARSHAL and the MARSHAL's personnel;

WHEREAS, this agreement supersedes the agreement executed on 26<sup>th</sup> day of May, 2021 wherein the PARISH agreed to provide funding to the CITY for the MARSHAL's compensation and the compensation of other employees previously funded in whole or in part by the PARISH;

WHEREAS, the PARISH and the CITY consider the public benefit of the services provided by the MARSHAL to be proportionate to the costs associated with this activity.

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

Page 1 of 8

## **1. Scope of Agreement**

The MARSHAL, the PARISH and the CITY shall all contribute to funding the compensation of the MARSHAL and the MARSHAL's personnel. The CITY agrees administer and pay the compensation (salaries and benefits) of the MARSHAL and the MARSHAL's personnel. The MARSHAL and the PARISH will make payments of agreed upon amounts to the CITY as reimbursement for compensation payments made by the CITY.

## **2. Term of Agreement**

The initial term of this agreement shall be for a period of two years commencing on January 1, 2021 and continuing until December 31, 2023. This agreement shall automatically renew for successive one-year periods with the same prices, terms and conditions unless any of the parties to the agreement give written notice of their intent not to renew.

## **3. Payment Terms**

Under this agreement, the PARISH agrees to pay the CITY, on behalf of the MARSHAL, a sum of ninety thousand dollars (\$90,000) for each calendar year beginning January 1, 2021, which is inclusive of all amounts properly due. Payment shall be made on a quarterly basis upon receipt of an invoice from the CITY accompanied by proper supporting payroll documentation. Until July 31, 2022, the PARISH was the pay master for several of the MARSHAL's employees. Any amount paid by the PARISH as pay master and not reimbursed by the MARSHAL will be considered part of the above referenced ninety thousand dollars for the calendar year payments in 2021 and 2022.

If this agreement extends beyond the current fiscal year and notwithstanding anything to the contrary and when applicable, all 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 each party to fulfill any future payment requirements of this agreement. If any 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 that party's 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 parties, with the understanding that no amendment to this agreement shall be valid unless it is agreed and signed by all parties. This agreement shall not be assignable by any party without written consent of the others.

## **5. Records and Audits**

For audit purposes, all records will be made available by any party to any authorized representative of other parties 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 any party at no additional charge for such information. If any confidential information is obtained during the course of this agreement, all parties agree not to release that information without the approval of the other parties unless instructed otherwise by court order, grantor, auditor, public information request or as required by law.

## **6. Independent Employment Status**

The MARSHAL's Office employees shall be employees of the MARSHAL and shall not be the employees of the PARISH or the CITY except to the extent included in the CITY's liability, workers' compensation, or other insurance coverage. As between the parties to this agreement, the MARSHAL shall be solely responsible for the actions of his employees and shall hold harmless and fully indemnify the PARISH and the CITY in the event anyone asserts a claim related to their employment status including any claim made on the basis of the actions of the MARSHAL or his employees, except to the extent covered by insurance coverage maintained by the CITY.

## **7. Indemnity**

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

Each party to this agreement will indemnify, defend, and hold harmless the other parties, including their employees and agents, from and against any and all claims or liabilities arising from the fault of that party, its employees or agents in carrying out the party's duties and obligations under the terms of this agreement. This section will survive the termination of this agreement. In the event that any 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.



## **8. Termination of Agreement and Dispute Resolution**

While all parties agree to negotiate all contractual disputes in good faith, the PARISH, the CITY and the MARSHAL 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 the parties agree that any contractual disagreement will be resolved under the jurisdiction of the 14<sup>th</sup> 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.

## **9. 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, the CITY and the MARSHAL 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.

## **10. No Authorship Presumptions**

The PARISH, the CITY and the MARSHAL 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, the CITY and the MARSHAL 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.

## **11. Address of Notices and Communications**

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

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

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

Honorable Mike Danahay, Mayor  
Sulphur City Hall  
101 North Huntington Street  
Sulphur, Louisiana 70663

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

Mr. Brandon Dever, Marshal  
Ward Four Marshal's Office  
802 South Huntington Street  
Sulphur, Louisiana 70663

In the event that the mailing address of the PARISH, the CITY or the MARSHAL 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 parties of the change.

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

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: \_\_\_\_\_  
BRYAN C. BEAM, ADMINISTRATOR

\_\_\_\_\_  
Printed Witness Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Witness Name

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Notary Printed/Stamped Name  
and Identification Number

THUS DONE AND SIGNED on the \_\_\_\_ day of \_\_\_\_\_ 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

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:

**WARD FOUR MARSHAL’S OFFICE:**

\_\_\_\_\_  
Witness Signature

BY: \_\_\_\_\_  
BRANDON DEVER, MARSHAL

\_\_\_\_\_  
Printed Witness Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Witness Name

\_\_\_\_\_  
NOTARY PUBLIC



ORDINANCE NO. \_\_\_\_\_, M-C SERIES

ORDINANCE AUTHORIZING MAYOR MIKE DANAHAAY TO ENTER INTO  
A JOINT SERVICES AGREEMENT WITH CALCASIEU PARISH PUBLIC  
SAFETY COMMUNICATIONS DISTRICT FOR DISPATCHING SERVICE  
TO THE SULPHUR FIRE DEPARTMENT.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Mike Danahay to enter into a Joint Services Agreement with Calcasieu Parish Public Safety Communications District for dispatching service to the Sulphur Fire Department.

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

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



STATE OF LOUISIANA :  
PARISH OF CALCASIEU : JOINT SERVICE AGREEMENT

This Joint Service Agreement is entered into by and between the CALCASIEU COMMUNICATIONS DISTRICT ("COMMUNICATIONS DISTRICT") herein represented by its duly authorized Executive Director, Richard J. McGuire appearing herein pursuant to a Resolution hereunto attached and made a part hereof; The SULPHUR FIRE DEPARTMENT, Calcasieu Parish, Louisiana (SULPHUR FIRE DEPARTMENT), herein represented by Mike Danahay, Mayor, appearing herein pursuant to the attached Resolution adopted by the Board of Commissioners, for the following consideration, and subject to the following conditions, the parties do hereby contract as follows:

1.

The COMMUNICATIONS DISTRICT shall provide dispatching service to the *Sulphur Fire Department*.

2.

The *Sulphur Fire Department* shall remit to the COMMUNICATIONS DISTRICT, Twenty nine-thousand, five-hundred twenty-five dollars (\$29,525.00) per year for this dispatch service.

The initial term shall be one (1) year. This Agreement shall be renewed on an annual basis, unless written notice of cancellation is given at least thirty (30) days prior to the anniversary date.

The commencement and/or anniversary date is January 1, 2023.

3.

The *Sulphur Fire Department* agrees to purchase and install, at its own expense, all equipment necessary to enable the *Sulphur Fire Department* to communicate with E-911 System.

4.

The *Sulphur Fire Department* shall secure and maintain a maintenance/service contract for service on their communications equipment installed at the Communications District by a vendor approved by the Communications District. This maintenance/service contract shall provide 24 hour a day, 7 days a week coverage.



*Sulphur Fire Department* authorizes the COMMUNICATIONS DISTRICT to order emergency maintenance on the *Sulphur Fire Department* communications equipment when necessary to keep the *Sulphur Fire Department* communications equipment functioning.

5.

*Sulphur Fire Department* agrees to indemnify and hold the COMMUNICATIONS DISTRICT harmless for any claim that may arise out of or result from the COMMUNICATION DISTRICT'S operations under this Agreement.

THUS DONE AND PASSED at Lake Charles, Louisiana, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

WITNESSES: CALCASIEU COMMUNICATIONS DISTRICT  
\_\_\_\_\_  
BY: \_\_\_\_\_  
Robert Daughdril, Chairman

\_\_\_\_\_  
NOTARY PUBLIC

THUS DONE AND PASSED AT \_\_\_\_\_, Louisiana, on  
The \_\_\_\_ day of \_\_\_\_\_, 2022.

WITNESSES: SULPHUR FIRE DEPARTMENT  
\_\_\_\_\_  
BY: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
NOTARY PUBLIC

ORDINANCE NO. \_\_\_\_\_, M-C SERIES

**ORDINANCE AUTHORIZING THE PRIVATE SALE OF A POLICE  
DOG TO A POLICE OFFICER THAT IS NO LONGER NEEDED FOR  
POLICE WORK.**

WHEREAS, the City's Director of Finance is authorized to negotiate and approve the sale of a police dog that is no longer needed for police work to a police officer who trained or worked with the dog and for consideration the Director finds proportionate to the value of the dog; and

WHEREAS, the Chief of Police, or the Deputy Chief if the Chief is not available, may certify that a police dog is no longer needed for police work; and

WHEREAS, a dog no longer suitable for police work is presumed to have a nominal value, generally less than \$100, unless the Director finds that a higher value is appropriate.

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

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ORDINANCE NO. \_\_\_\_\_, M-C SERIES

ORDINANCE REPEALING ORDINANCE NO. 1299, M-C SERIES WHICH  
CREATED THE HOPE ECONOMIC DEVELOPMENT DISTRICT ON  
BEGGIS PARKWAY.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the  
governing authority thereof, that they do hereby repeal Ordinance No. 1299, M-C Series which  
created the Hope Economic Development District on Beglis Parkway.

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

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ORDINANCE NO. 1299, M-C SERIES

ORDINANCE CREATING THE HOPE ECONOMIC DEVELOPMENT DISTRICT, IN ACCORDANCE WITH AND AS AUTHORIZED BY PART II OF CHAPTER 27 OF TITLE 33 OF THE LOUISIANA REVISED STATUTES OF 1950, AS AMENDED; DEFINING THE BOUNDARIES THEREOF; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, in order to accomplish the funding of economic development projects in accordance with Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31 through 33:9038.42, inclusive) (the "Act"), the Sulphur City Council desires to create an economic development district within the City of Sulphur, State of Louisiana (the "City"), to be known as "Hope Economic Development District," in which certain taxes may be levied and used to fund projects; and

WHEREAS, there has been published two times in the *Southwest Daily News*, the official journal of the City (the "Official Journal"), a notice in the form attached hereto as Exhibit A, describing the boundaries of the District and informing citizens of the City of the date of consideration of this ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Sulphur City Council (the "Governing Authority"), acting as the governing authority of the City of Sulphur, State of Louisiana (the "City"), that:

SECTION 1. There is hereby created an economic development district within the City, to be named "Hope Economic Development District" (the "District"), having the geographical boundaries set forth in Exhibit B attached hereto, which Exhibit B is hereby incorporated in and made a part of this Ordinance, all pursuant to the Act. As provided by the Act, the District shall be a political subdivision of the State of Louisiana and shall possess such powers and authority and have such duties as provided in the Act and other law, and the Governing Authority of the City shall be the governing authority of the District.

SECTION 2. The domicile of the District shall be the same as that of the City; the District shall adopt an official seal with the word "SEAL" on the inside and surrounded by the official name of the District; the official journal shall be the initial official journal of the District; the Clerk of the Governing Authority shall serve as Clerk of governing authority of the District; the fiscal agent bank of the City shall be the initial fiscal agent bank of the District until the District names its own fiscal agent bank; and the fiscal year of the District shall be the same as that of the City.

SECTION 3. The Mayor of the City and Clerk of the Governing Authority are hereby authorized to do any and all things necessary and incidental to carry out the provisions of this Ordinance.

SECTION 4. All other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. If any provision of this ordinance shall be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this ordinance, but this ordinance shall be construed and enforced as if such illegal or invalid provisions had not been contained herein. Any constitutional or statutory provision enacted after the date of this ordinance which validates or makes legal any provision of this ordinance which would not otherwise be valid or legal, shall be deemed to apply to this ordinance.

SECTION 7. The City of Sulphur does hereby employ Joseph A. Delafield, Attorney at Law.

SECTION 6. This Ordinance shall be published one time in the Official Journal of the City and be in full force and effect upon publication.

This Ordinance having been submitted to a vote, the vote thereon was as follows:




YEAS: Mrs. Ellender, Mr. Bergeron, Mrs. Allison, Mr. Favre, Mr. Moss  
NAYS: None  
ABSENT: None

**APPROVED**  
  
CHRISTOPHER L. DUNCAN - MAYOR  
DATE May 13, 2015

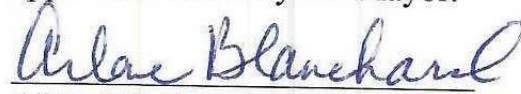
I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this 13<sup>th</sup> day of May, 2015, at 8:00 o'clock a.m.

  
ARLENE BLANCHARD, Clerk

APPROVED AND ADOPTED by the City Council of the City of Sulphur, Louisiana, on this 11th day of May, 2015.

  
DRU ELLENDER, Chairman

I HEREBY CERTIFY that I have received from the Mayor at 9:30 o'clock a.m. on this 13<sup>th</sup> day of May, 2015, the foregoing ordinance which has approved/vetoed by the Mayor.

  
ARLENE BLANCHARD, Clerk

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**EXHIBIT A**

**CITY OF SULPHUR, STATE OF LOUISIANA  
OFFICIAL NOTICE**

NOTICE IS HEREBY GIVEN that the Sulphur City Council (the "City Council") proposes to consider the creation of an economic development district to be called "Hope Economic Development District" (the "District"), pursuant to the authority of Part II, Chapter 27, Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31 through 9038.42, inclusive). The public is further notified that the City Council plans to consider the creation of the District and related matters at its regular meeting to be held at 6:00 p.m. on May 11, 2015, at which time the public will be afforded an opportunity to comment upon the creation of the District.

The proposed boundaries of the District are as follows:

**TRACT 1**

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2 TOWNSHIP 10 SOUTH, RANGE 10 WEST, OF CALCASIEU PARISH, LOUISIANA, THENCE SOUTH 89°19'50" EAST A DISTANCE OF 660.30 FEET; THENCE SOUTH 00°34'15" WEST A DISTANCE OF 139.00 FEET; THENCE NORTH 89°19'50" WEST A DISTANCE OF 660.30 FEET; THENCE NORTH 00°34'15" EAST A DISTANCE OF 139.00 FEET TO THE POINT OF COMMENCEMENT.

CONTAINING 91,781.56 SQUARE FEET OR 2.11 ACRES, MORE OR LESS.

BEING SUBJECT TO A ROAD RIGHT OF WAY ALONG THE WEST SIDE THEREOF

**TRACT 2**

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2 TOWNSHIP 10 SOUTH, RANGE 10 WEST, OF CALCASIEU PARISH, LOUISIANA, THENCE SOUTH 89°19'50" WEST A DISTANCE OF 139.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°19'50" EAST A DISTANCE OF 660.00 FEET; THENCE SOUTH 00°34'15" WEST A DISTANCE OF 168.00 FEET; THENCE NORTH 89°19'50" WEST A DISTANCE OF 660.0 FEET; THENCE NORTH 00°34'15" EAST A DISTANCE OF 168.00 FEET TO THE POINT OF COMMENCEMENT.

CONTAINING 110,930.24 SQUARE FEET OR 2.55 ACRES, MORE OR LESS.

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## **EXHIBIT B**

The boundaries of the District are as follows:

### **TRACT 1**

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2 TOWNSHIP 10 SOUTH, RANGE 10 WEST, OF CALCASIEU PARISH, LOUISIANA, THENCE SOUTH 89°19'50" EAST A DISTANCE OF 660.30 FEET; THENCE SOUTH 00°34'15" WEST A DISTANCE OF 139.00 FEET; THENCE NORTH 89°19'50" WEST A DISTANCE OF 660.30 FEET; THENCE NORTH 00°34'15" EAST A DISTANCE OF 139.00 FEET TO THE POINT OF COMMENCEMENT.

CONTAINING 91,781.56 SQUARE FEET OR 2.11 ACRES, MORE OR LESS.

BEING SUBJECT TO A ROAD RIGHT OF WAY ALONG THE WEST SIDE THEREOF

### **TRACT 2**

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2 TOWNSHIP 10 SOUTH, RANGE 10 WEST, OF CALCASIEU PARISH, LOUISIANA, THENCE SOUTH 89°19'50" WEST A DISTANCE OF 139.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°19'50" EAST A DISTANCE OF 660.00 FEET; THENCE SOUTH 00°34'15" WEST A DISTANCE OF 168.00 FEET; THENCE NORTH 89°19'50" WEST A DISTANCE OF 660.0 FEET; THENCE NORTH 00°34'15" EAST A DISTANCE OF 168.00 FEET TO THE POINT OF COMMENCEMENT.

CONTAINING 110,930.24 SQUARE FEET OR 2.55 ACRES, MORE OR LESS.







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ORDINANCE NO. \_\_\_\_\_, M-C SERIES

ORDINANCE REPEALING ORDINANCE NO. 1312, M-C SERIES WHICH AUTHORIZED THE LEVY OF A SALES TAX AND HOTEL OCCUPANCY TAX WITHIN THE HOPE ECONOMIC DEVELOPMENT DISTRICT LOCATED ON BEGLIS PARKWAY.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby repeal Ordinance No. 1312, M-C Series which authorized the levy of a sales tax and hotel occupancy tax within the Hope Economic Development District located on Beglis Parkway.

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. 1312, M-C SERIES AS AMENDED

An ordinance authorizing the levy of a sales tax and hotel occupancy tax within Hope Economic Development District (the "District"); designating the full amount of such sales tax and hotel occupancy tax in the District which will be used to provide funds for economic development projects within the District with City Council convening as the Governing Authority of the District in accordance with and as authorized by Part II, Chapter 27, Title 33 of the Louisiana Revised Statutes of 1950, as amended; and providing for other matters in connection with the foregoing.

WHEREAS, the City of Sulphur, Louisiana (the "City"), created Hope Economic Development District (the "District") on May 11, 2015, pursuant to Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31 through 33:9038.42, inclusive) (the "Act"); and

WHEREAS, the District may use local and state sales tax, and/or hotel occupancy tax revenues or increments pursuant to and in accordance with Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31 through 33:9038.42, inclusive) (the Act), to provide funds needed to finance economic development projects as defined in the Act; and

WHEREAS, no registered voters reside within the boundaries of the District and therefore La. R.S. 33:9038.39 permits the Sulphur City Council, acting as the governing authority of the District (the "Governing Authority") to levy sales taxes and/or hotel occupancy taxes for authorized purposes without the necessity of holding an election thereon, and this Governing Authority now wishes to proceed with the levy and imposition of a two percent (2%) sales tax, and a two percent (2%) hotel occupancy tax (collectively, the Taxes) for the purposes permitted by the Act; and

WHEREAS, in accordance with the Act, the District further desires to create a special trust fund named the "Trust Fund for Hope Economic Development District" (the "Trust Fund"), the purpose of which is to fund economic development projects selected by the District in the manner provided by the Act; and

WHEREAS, the Governing Authority now wishes to provide for the levy and collection of said Taxes, which shall be assessed, collected, administered and enforced in accordance with the provisions of Chapter 2D of Subtitle II, Chapter 47 of the Louisiana Revised Statutes of 1950 (the "Uniform Local Sales Tax Code"), as it may be amended;

NOW, THEREFORE, BE IT ORDAINED by the Governing Authority of Hope Economic Development District, that:

SECTION 1. Publication of Notice of Intention. There has been published two times in the *Southwest Daily News*, the official journal of the District and the City (the Official Journal), a notice in the form attached hereto as Exhibit A, describing the levy of the Taxes and informing the citizens of the date of consideration of this ordinance.

SECTION 2. Levy of Taxes. According to the certificate of the Registrar of Voters for the Parish of Calcasieu attached hereto as Exhibit B, no registered voters presently reside within the District. Under the authority of the Act, there is hereby levied and imposed the following (collectively, the Taxes):

- (a) Beginning January 1, 2016, and continuing in perpetuity, a sales tax of two percent (2.00%) (the Sales Tax); and
- (b) Beginning January 1, 2016, and continuing in perpetuity, a hotel occupancy tax of two percent (2.00%) (the Hotel Occupancy Tax).



SECTION 3. Collector. The Sales Tax and Hotel Occupancy Tax shall each be collected by a "Collector," which term shall mean and include the entity from time-to-time collecting sales and use taxes and hotel occupancy taxes, respectively, on behalf of the City. The current Collector for both the Sales Tax and the Hotel Occupancy Tax is the Calcasieu Parish School Board.

SECTION 4. Integrated Bracket Schedule Applicable to Collection. The Sales Tax shall be collected on the basis of the applicable integrated bracket schedule prescribed by the Collector of Revenue, State of Louisiana, pursuant to Section 304 of Title 47 of the Louisiana Revised Statutes of 1950 (La. R.S. 47:304). The dealers shall remit the Sales Taxes and Hotel Occupancy Taxes collected to the Collector and comply with the Uniform Local Sales Tax Code, particularly La. R.S. 47:337.29, the proportionate part of the sales and use taxes collected in accordance with said integrated bracket schedule.

SECTION 5. Vendors Compensation. For the purpose of compensating the dealer in accounting for and remitting the Sales Tax, each dealer shall be allowed compensation on the amount of all Taxes due and accounted for and remitted to the Collector for the District equivalent to the amount allowed by the City for sales and use taxes levied by the City (currently 1%). Said compensation shall be in the form of a deduction in submitting his/her report and/or reports and paying the amount due by the dealer, provided the amount due was not delinquent at the time of payment, and provided the amount of any credit claimed for Taxes already paid to a wholesaler shall not be deducted in computing the commission allowed the dealer hereunder.

SECTION 6. Exclusions and Exemptions. The District has not adopted the optional exclusions or exemptions allowed by State sales and use tax law, nor does it plan to adopt any exclusions or exemptions that are not allowed as an exclusion or exemption from State sales and use tax. Included within the base of the Taxes is every transaction, whether sales, use, lease or rental service or hotel occupancy, as applicable, with no exclusions or exemptions except for those mandated upon political subdivisions by the Constitution or statutes of the State of Louisiana.

SECTION 7. Interest. The interest on unpaid Sales Taxes or Hotel Occupancy Taxes provided for by La. R.S. 47:337.69 shall be at the rate of one and one-fourth percent (1.25%) per month.

SECTION 8. Delinquency Penalty. Penalty as provided by La. R.S. 47:337.70 shall be five percent (5%) per month, not to exceed a total of twenty five percent (25%).

SECTION 9. Penalty for False or Fraudulent Return. Penalty as provided by La. R.S. 47:337.72 shall be fifty percent (50%) of the particular taxes found to be due.

SECTION 10. Negligence Penalty. The penalty provided by La. R.S. 47:337.73 shall be five percent (5%) of the particular taxes or deficiencies found to be due, or ten dollars (\$10.00), whichever is greater.

SECTION 11. Penalty for Insufficient Funds Check. The penalty provided in La. R.S. 47:337.74 shall be an amount equal to the greater of one percent (1%) of the check or twenty dollars (\$20.00).

SECTION 12. Attorney Fees. The Collector is authorized to employ private counsel to assist in the collection of any Sales Taxes, Hotel Occupancy Taxes, penalties or interest due under this ordinance, or to represent him/her in any proceeding under this ordinance. If any Sales Taxes, Hotel Occupancy Taxes, penalties or interest due under this ordinance are referred to an attorney at law for collection, an additional charge of attorney fees, in the amount of ten percent (10%) of the Taxes, penalties and interest due, shall be paid by the tax debtor.

SECTION 13. Penalty for Costs Incurred. As provided by R.S. 47:337.75, and under the circumstances set forth therein, a penalty shall be added to the amount of Taxes due in an amount as itemized by the Collector to compensate for all costs incurred in making an examination of books, records or documents, or an audit thereof, or in the holding of hearings or the subpoenaing and compensating of witnesses.

SECTION 14. Distrain Penalty. The penalty as provided by R.S. 47:337.76 in cases where the distraint procedure is used in the collection of the Taxes shall be ten dollars (\$10.00).



SECTION 15. Limits on Interest, Penalty and Attorney Fees. Should the interest, penalties or attorney fees herein, or the combined interest, penalties and attorney fees be declared to be in excess of limits provided by other law, including relevant jurisprudence, then the maximum interest, penalties and attorney fees allowed by such other law shall apply.

SECTION 16. Powers of Collector. The Collector is hereby authorized, empowered and directed to carry into effect the provisions of this ordinance, to appoint deputies, assistants or agents to assist it in the performance of its duties, and in pursuance thereof to make and enforce such rules as it may deem necessary.

SECTION 17. Disposition of Revenues. The entire proceeds of the Taxes as received by the District shall be deposited into a special trust fund designated "Trust Fund for Hope Economic Development District (the Trust Fund), and shall be used by the governing authority of the District for those economic development projects and purposes permitted pursuant to the Act.

All taxes, revenues, funds, assessments, moneys, penalties, fees or other income which may be collected or come into the possession of the Collector under any provision or provisions of this ordinance relating to the Taxes described herein, or shall be promptly deposited by the Collector for the account of the District in the Trust Fund, heretofore established and maintained for the deposit of such proceeds, which fund shall be a separate bank account established and maintained with the regularly designated fiscal agent of the District, provided, however, any amount which is paid under protest or which is subject to litigation may be transferred to a separate account established by the Collector with said fiscal agent pending the final determination of the protest or litigation.

Out of the funds on deposit in the Trust Fund, the District shall first pay all reasonable and necessary costs and expenses of administering and collecting the sales and use taxes described herein (to the extent not already retained by the Collector) and administering the provisions of this ordinance and as well, the various administrative and enforcement procedures. Such costs and expenses shall be reported by the Collector monthly to the District.

After all reasonable and necessary costs and expenses of collecting and administration of such sales and use taxes have been paid as provided for above, the remaining balance in the Trust Fund shall be available for appropriation and expenditure by the District solely for the purposes designated and described in the Act and other applicable law.

SECTION 18. Accounting for Funds. All funds or accounts described herein may be separate funds or accounts or may be a separate accounting within a general or "sweep" fund or account containing monies from multiple sources so long as separate accounting of such monies is maintained.

SECTION 19. Severability. If any one or more of the provisions of this ordinance shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this ordinance, but this ordinance shall be construed and enforced as if such illegal or invalid provisions had not been contained herein. Any constitutional or statutory provision enacted after the date of this ordinance which validates or makes legal any provision of this ordinance which would not otherwise be valid or legal, shall be deemed to apply to this ordinance.

SECTION 20. Uniform Local Sales Tax Code is Controlling. If any provision of this ordinance shall be in conflict with the provisions of the Uniform Local Sales Tax Code, the provisions of the Uniform Local Sales Tax Code shall be controlling.

SECTION 21. Publication and Recording. This Ordinance shall be published one time in the Official Journal. A certified copy of this Ordinance shall be recorded in the mortgage records of Calcasieu Parish, Louisiana.

SECTION 22. Further Authority. The Mayor of the City and Clerk of the Governing Authority are hereby authorized to do any and all things necessary and incidental to carry out the provisions of this Ordinance.

SECTION 23. Repealer. All ordinances or parts of ordinances in conflict herewith are hereby repealed.


This Ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: Mrs. Ellender, Mr. Bergeron, Mrs. Allison, Mr. Favre, Mr. Moss

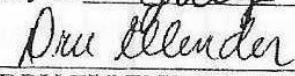
NAYS: None

ABSENT: None

And the ordinance was declared adopted on this, the 13<sup>th</sup> day of July, 2015.

**APPROVED**  
  
CHRISTOPHER L. DUNCAN - MAYOR  
DATE 7/16/2015

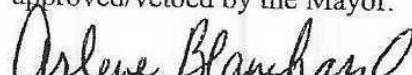
APPROVED AND ADOPTED by  
the City Council of the City of  
Sulphur, Louisiana, on this 13<sup>th</sup>  
day of July, 2015.

  
DRU ELLENDER, Chairman

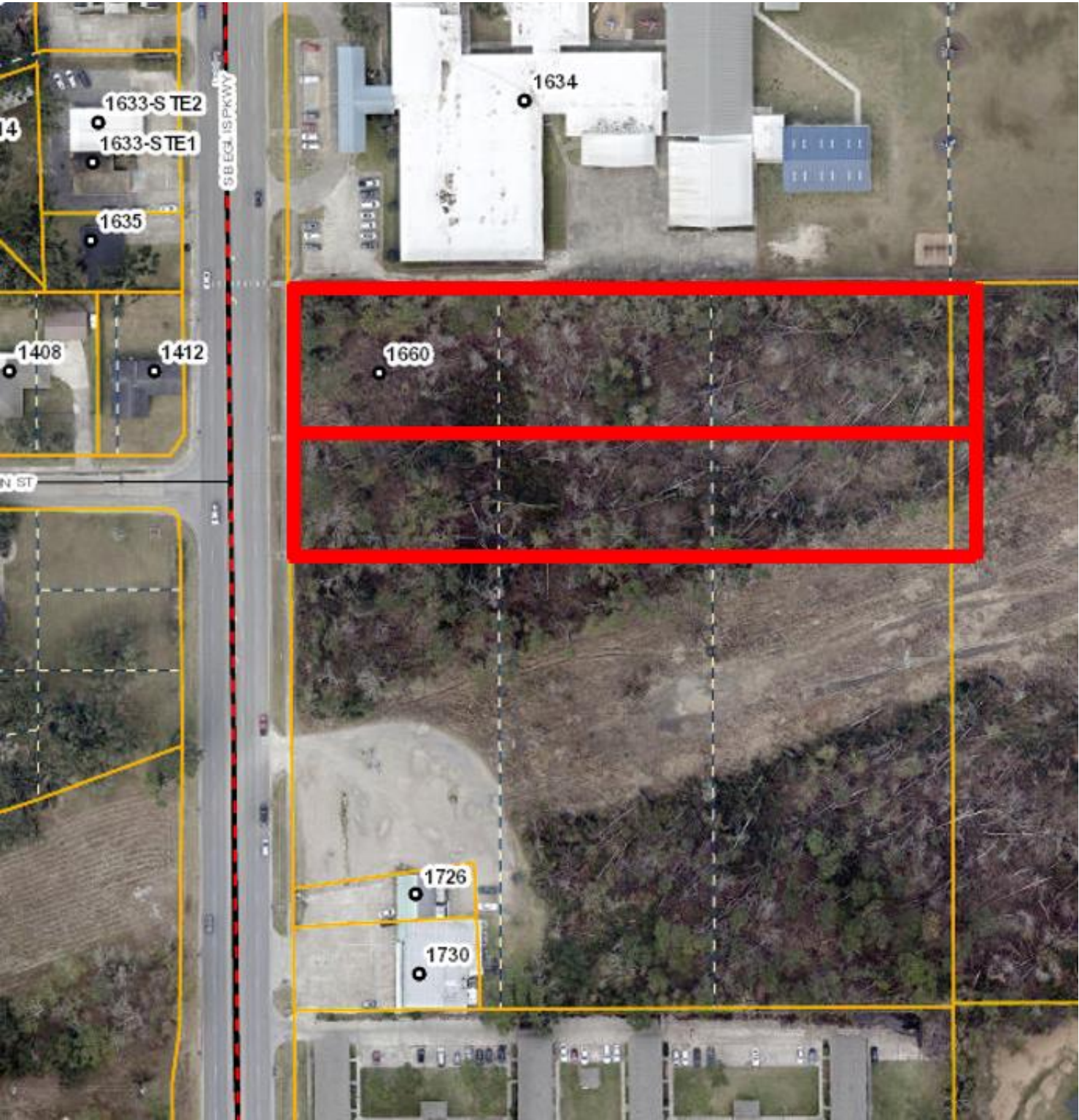
I HEREBY CERTIFY that the  
foregoing Ordinance has been  
presented to the Mayor on this  
14<sup>th</sup> day of July,  
2015, at 10:00 o'clock a.m.

  
ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received  
from the Mayor at 2:00 o'clock p.m.  
on this 16<sup>th</sup> day of July,  
2015, the foregoing ordinance which has  
approved/vetoed by the Mayor.

  
ARLENE BLANCHARD, Clerk





ORDINANCE NO. \_\_\_\_\_, M-C SERIES

ORDINANCE REPEALING ORDINANCE NO. 1313, M-C SERIES WHICH AUTHORIZED HOPE ECONOMIC DEVELOPMENT DISTRICT TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE CITY OF SULPHUR, THE DISTRICT AND HOPE INVESTMENTS I, LLC TO GOVERN THE COLLECTION OF THE TAX, THE USE OF THE PROCEEDS OF THE TAX, THE OPERATION OF THE DISTRICT AND THE OBLIGATION OF THE COMPANY.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby repeal Ordinance No. 1313, M-C Series which authorized Hope Economic Development District to enter into a Cooperative Endeavor Agreement with the City of Sulphur, the District and Hope Investment I, LLC to govern the collection of the Tax, the use of the proceeds of the Tax, the operation of the District and the obligation of the Company.

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. 1313, M-C SERIES AS AMENDED

An ordinance authorizing Hope Economic Development District (the "District"), to enter into a Cooperative Endeavor Agreement with respect to economic development projects within the District; approving the form and terms of such agreement; and taking other matters in connection therewith.

WHEREAS, the City of Sulphur, Louisiana (the "City"), created Hope Economic Development District (the "District") on May 11, 2015, pursuant to Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31 through 33:9038.42, inclusive) (the "Act"); and

WHEREAS, the governing authority of the District has approved the levy and imposition of a two percent (2%) sales tax and a two percent (2%) hotel occupancy tax within the boundaries of the District (the "Tax") for the purposes permitted by the Act pursuant to an ordinance adopted on July 13, 2015; and

WHEREAS, the District wishes to enter into a Cooperative Endeavor Agreement by and between the City, the District and Hope Investments I, LLC (the "Company"), in substantially the form attached as Exhibit A hereto (the "Agreement") to govern the collection of the Tax, the use of the proceeds of the Tax, the operation of the District and the obligations of the Company; and

WHEREAS, this Governing Authority now desires to authorize the Chairman and Clerk of the Governing Authority to execute the Agreement to assist the District in accomplishing the purposes set forth in the Act; and

WHEREAS, the District has no outstanding bonds or other obligations of any kind or nature payable from or enjoying a lien on the Tax;

NOW, THEREFORE, BE IT ORDAINED by the Governing Authority of Hope Economic Development District, that:

SECTION 1. The foregoing whereas clauses are hereby adopted and incorporated as if fully set forth herein.

SECTION 2. This Governing Authority hereby approves and the Chairman and Clerk of the Governing Authority acting on behalf of the District, are hereby authorized to execute the Agreement in substantially the form attached as Exhibit A hereto, subject to revisions as may be approved by said officers on behalf of the District.

SECTION 3. The Mayor of the City and the Chairman and Clerk of the Governing Authority, acting on behalf of the District, are hereby further authorized to do and undertake any and all actions necessary to effectuate the purposes of this Ordinance.

SECTION 4. This Ordinance shall be published one time in the Official Journal of the District and be in full force and effect upon publication.




The foregoing having been submitted to a vote, the vote thereon was as follows:

YEAS: Mrs. Ellender, Mr. Bergeron, Mrs. Allison, Mr. Favre, Mr. Moss

NAYS: None

ABSENT: None

**APPROVED**

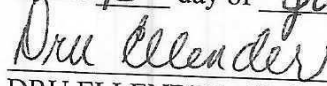
  
CHRISTOPHER L. DUNCAN - MAYOR

DATE 7/16/15

APPROVED AND ADOPTED

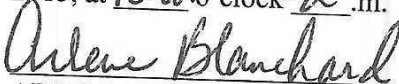
By the City of Sulphur, Louisiana

on this 13<sup>th</sup> day of July, 2015

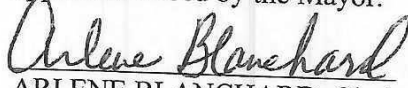


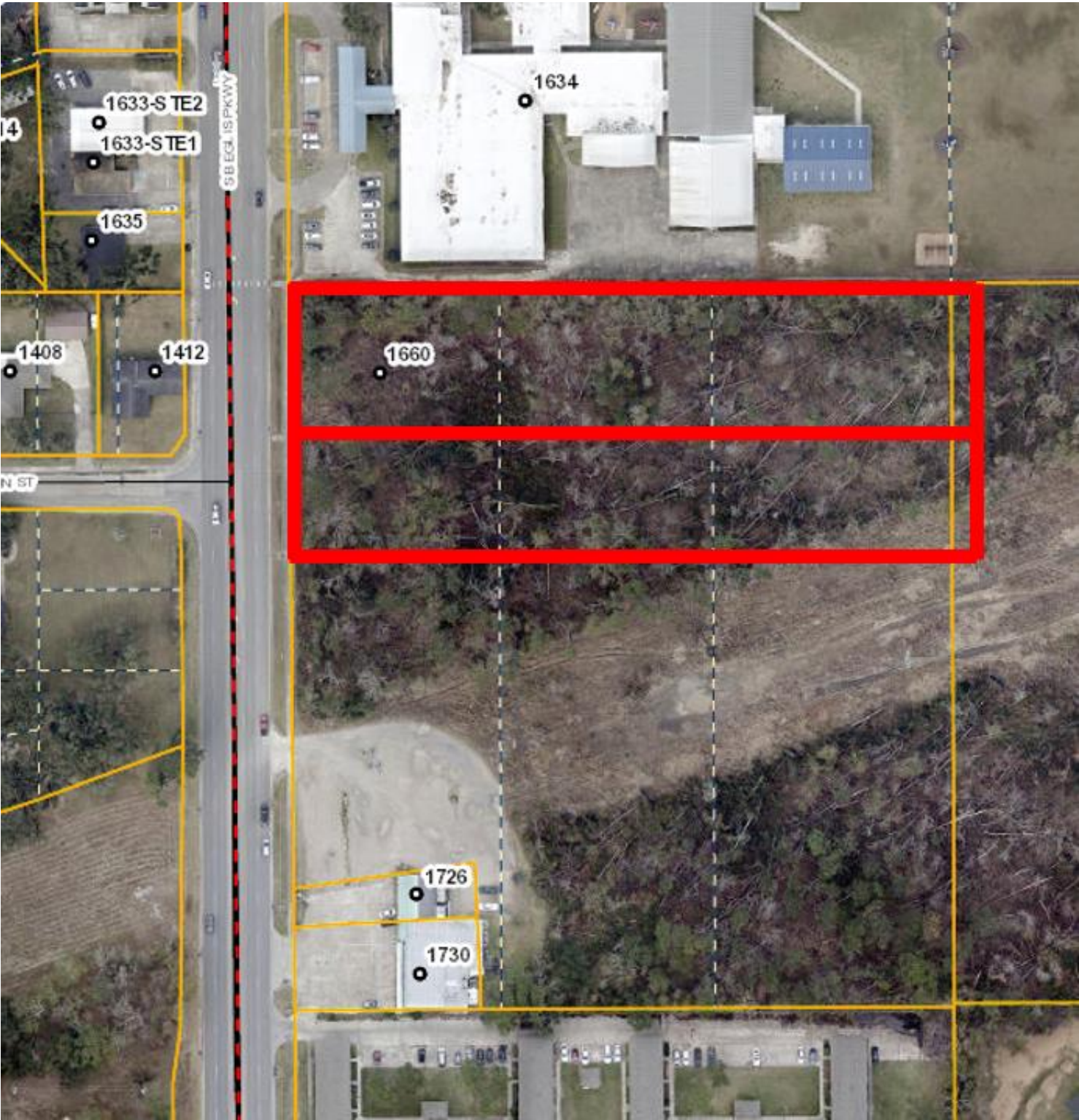
DRU ELLENDER, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this 14<sup>th</sup> day of July, 2015, at 10:00 o'clock a.m.

  
ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received from the Mayor at 2:00 o'clock p.m. on this 16<sup>th</sup> day of July, 2015, the foregoing ordinance which has approved/vetoed by the Mayor.

  
ARLENE BLANCHARD, Clerk



ORDINANCE NO. \_\_\_\_\_, M-C SERIES

ORDINANCE REPEALING ORDINANCE NO. 1314, M-C SERIES WHICH AUTHORIZED THE CITY OF SULPHUR TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE CITY OF SULPHUR, THE DISTRICT AND HOPE INVESTMENTS I, LLC TO GOVERN THE COLLECTION OF THE TAX, THE USE OF THE PROCEEDS OF THE TAX, THE OPERATION OF THE DISTRICT AND THE OBLIGATION OF THE COMPANY.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby repeal Ordinance No. 1314, M-C Series which authorized the City of Sulphur to enter into a Cooperative Endeavor Agreement between the City of Sulphur, the District and Hope Investments I, LLC, to govern the collection of the tax, the use of the proceeds of the tax, the operation of the District and the obligation of the Company.

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. 1314, M-C SERIES

An ordinance authorizing the City of Sulphur, Louisiana, with City Council convening as the Governing Authority of the District, to enter into a Cooperative Endeavor Agreement with respect to economic development projects within Hope Economic Development District; approving the form and terms of such agreement; and taking other matters in connection therewith.

WHEREAS, the City of Sulphur, Louisiana (the "City"), created Hope Economic Development District (the "District") on May 11, 2015, pursuant to Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31 through 33:9038.42, inclusive) (the "Act"); and

WHEREAS, the governing authority of the District has approved the levy and imposition of a two percent (2%) sales tax and a two percent (2%) hotel occupancy tax within the boundaries of the District (the "Tax") for the purposes permitted by the Act pursuant to an ordinance adopted on July 13, 2015; and

WHEREAS, the City wishes to enter into a Cooperative Endeavor Agreement by and between the City, the District and Hope Investments I, LLC (the "Company"), in substantially the form attached as Exhibit A hereto (the "Agreement") to govern the collection of the Tax, the use of the proceeds of the Tax, the operation of the District and the obligations of the Company; and

WHEREAS, the Sulphur City Council, acting as the governing authority of the City, now desires to authorize the Mayor of the City and Clerk of the Governing Authority to execute the Agreement to assist the District in accomplishing the purposes set forth in the Act; and

WHEREAS, the District has no outstanding bonds or other obligations of any kind or nature payable from or enjoying a lien on the Tax;

NOW, THEREFORE, BE IT ORDAINED by the Sulphur City Council (the "Governing Authority"), acting as the governing authority of the City of Sulphur, State of Louisiana (the "City"), that:

SECTION 1. The foregoing whereas clauses are hereby adopted and incorporated as if fully set forth herein.

SECTION 2. This Governing Authority hereby approves and the Mayor of the City and Clerk of the Governing Authority are hereby authorized to execute the Agreement in substantially the form attached as Exhibit A hereto, subject to revisions as may be approved by the Mayor of the City and Clerk of the Governing Authority.



SECTION 3. The Mayor of the City and Clerk of the Governing Authority are hereby authorized to do any and all things necessary and incidental to carry out the provisions of this Ordinance.

SECTION 4. This Ordinance shall be published one time in the Official Journal of the City and be in full force and effect upon publication.

The foregoing having been submitted to a vote, the vote thereon was as follows:

YEAS: Mrs. Ellender, Mr. Bergeron, Mrs. Allison, Mr. Favre, Mr. Moss

NAYS: None

ABSENT: None

**APPROVED**

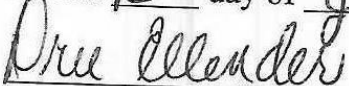
  
CHRISTOPHER L. DUNCAN - MAYOR

DATE 7/16/15

**APPROVED AND ADOPTED**

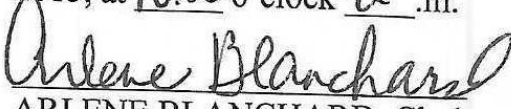
By the City of Sulphur, Louisiana

on this 13<sup>th</sup> day of July, 2015

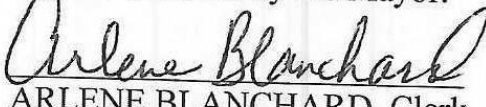


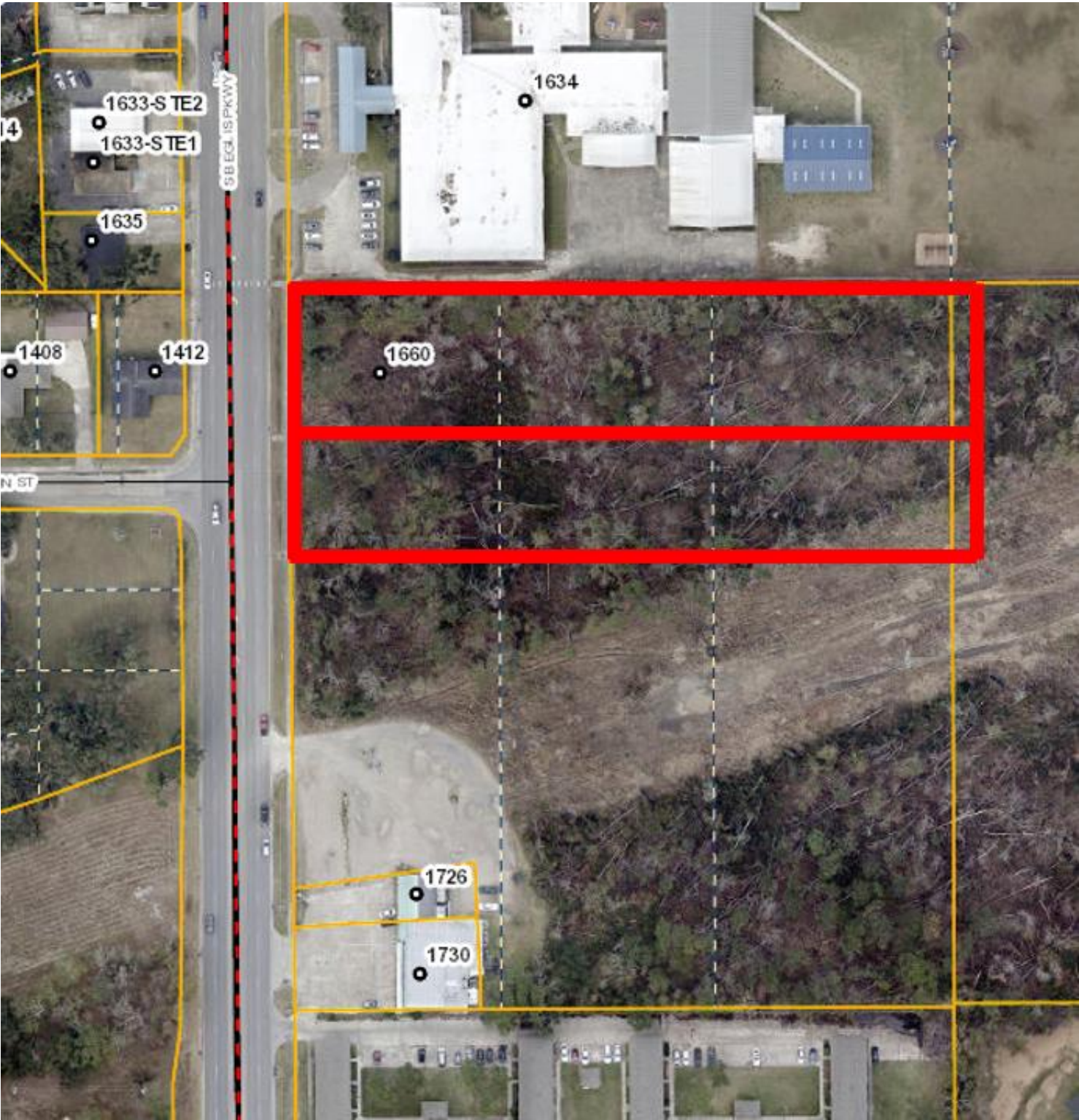
DRUE ELLENDER, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this 14<sup>th</sup> day of July, 2015, at 10:00 o'clock a.m.

  
ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received from the Mayor at 2:00 o'clock p.m. on this 16<sup>th</sup> day of July, 2015, the foregoing ordinance which has approved/vetoed by the Mayor.

  
ARLENE BLANCHARD, Clerk





ORDINANCE NO. \_\_\_\_\_, M-C SERIES

ORDINANCE AMENDING ORDINANCE NO. 1369, M-C SERIES WHICH AUTHORIZED THE LEVY OF A SALES TAX AND HOTEL OCCUPANCY TAX FOR THE OPELRAM ECONOMIC DEVELOPMENT DISTRICT LOCATED ON WEST CAL BLVD.

WHEREAS, on February 8, 2016, City Council adopted Ordinance No. 1369, M-C Series which authorized the levy of a sales tax and hotel occupancy tax for the Opelram Economic Development District; and

WHEREAS, Section 5 of said Ordinance shall be amended to read as follows:

*SECTION 5. Interest. The interest on the unpaid Sales Tax and the unpaid Hotel Tax provided for by La. R.S. 47:337.69 shall be at the rate of one percent (1%) per month.*

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Ordinance No. 1369, M-C Series to reflect said change.

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

**OPELRAM ECONOMIC DEVELOPMENT DISTRICT**

**ORDINANCE NO. 1369     M-C SERIES**

The following ordinance, which was previously introduced at a meeting of the Board of Directors of the Opelram Economic Development District on December 14, 2015 and the title thereof and notice of public hearing having been published twice in the official journal and delivered to each state senator and representative in whose district all or a portion of the District is located and the public hearing having been conducted, was brought up for final passage at a meeting of the Board of Directors of the Opelram Economic Development District on February 8, 2016 on motion of Mr. Moss and seconded by Mr. Favre:

PROVIDING FOR THE LEVY AND COLLECTION OF A TWO PERCENT (2%) SALES AND USE TAX (THE "*SALES TAX*") AND A TWO PERCENT (2%) HOTEL OCCUPANCY TAX (THE "*HOTEL TAX*") BY THE OPELRAM ECONOMIC DEVELOPMENT DISTRICT (THE "*DISTRICT*") FOR A PERIOD OF THIRTY (30) YEARS BEGINNING APRIL 1, 2016, IN ACCORDANCE WITH THE PROVISIONS AND TERMS OF CHAPTER 2D OF SUBTITLE II, SECTION 47 OF THE LOUISIANA REVISED STATUTES OF 1950, AS AMENDED (THE "*UNIFORM LOCAL SALES TAX CODE*"); AND PROVIDING FOR OTHER MATTERS WITH RESPECT THERETO.

WHEREAS, the Opelram Economic Development District (the "*District*") was created by the City of Sulphur (the "*City*") pursuant to an ordinance adopted by the City Council of the City of Sulphur, acting as the governing authority of the City, on December 14, 2015, as an economic development district pursuant to the provisions of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31 through 33:9038.42, inclusive), and other constitutional and statutory authority (the "*Act*");

WHEREAS, the Act authorizes the District to levy up to two percent (2%) of sales and use taxes and up to two percent (2%) hotel occupancy taxes, or any combination thereof, within the boundaries of the District, above and in addition to any other sales taxes or hotel occupancy taxes, or combination of such taxes, then in existence or permitted to be in existence in the District and to pledge the collections of such taxes to assist in financing a project creating economic development;

WHEREAS, on December 14, 2015, in accordance with the provisions of the Act, the Board of Directors of the District, acting as the governing authority of the District (the "*Board*") adopted a resolution giving notice of its intention (the "*Notice of Intent Resolution*") to levy and collect a sales tax of two percent (2%) (the "*Sales Tax*") and a hotel occupancy tax of two percent (2%) (the "*Hotel Tax*"), such Tax to be levied and collected for a duration of thirty (30) years from the year of first assessment;

WHEREAS, the Notice of Intent Resolution authorized the publication of an "Official Public Notice of the Intent to Levy Sales Taxes and Hotel Occupancy Taxes Within the Executive Economic Development District as Described Herein" (the "*Public Notice*"), which Public Notice included the date, time, and place of a public hearing on the intent to levy said taxes and was published in the *Southwest Daily News*, the official journal of the District, once a week for two consecutive weeks on December 20, 2015, and December 23, 2015, with the first publication occurring no more than sixty (60) days nor less than thirty (30) days before such public hearing prior to the consideration of this Ordinance by the District, all as required by the Act and other applicable statutory authority;

WHEREAS, the Public Notice was transmitted by email to each state senator and representative in whose district all or a portion of the District is located no more than sixty (60) days nor less than thirty (30) days before such public hearing prior to the consideration of this Ordinance by the District in accordance with Section 19.1(A)(1)(a) of Title 42 of the Louisiana Revised Statutes of 1950, as amended;

WHEREAS, Opelram, Inc. (the "*Company*"), owns property within the boundaries of the District and desires to develop the property through the construction of a development that will include hotels, retail, and general commercial developments but shall not include any residential development, and to thereby stimulate the local economy and facilitate the continuing effort to develop and revitalize the City (the "*Project*");

WHEREAS, the District has determined that the Project constitutes an economic development project under the Act and serves a public purpose;

WHEREAS, the City, the District, and the Company have entered into that certain Cooperative Endeavor Agreement dated as of January 1, 2016 (the "*Agreement*") whereby the District agreed to levy a new two percent (2%) sales and use tax and a new two percent (2%) hotel occupancy tax within the



District and pledge the revenues from the net avails and proceeds of such taxes for the benefit of the Company in completing and operating the Project;

WHEREAS, the Registrar of Voters of the Parish of Calcasieu has certified that no qualified electors reside within the boundaries of the District;

WHEREAS, the public hearing on the intent to levy the Sales Tax and the Hotel Tax was held on February 8, 2015 prior to the consideration of this Ordinance by the District in accordance with the Act;

WHEREAS, the District has all the powers of a political subdivision and special taxing district necessary or convenient for the carrying out of its objects and purposes; and

WHEREAS, pursuant to the provisions of the Act, the Board of Directors of the District, acting as governing authority for the District, now desires to levy of the Sales Tax and the Hotel Tax and to pledge the revenues from the net avails and proceeds of the Sales Tax and the Hotel Tax for the benefit of the Company in completing and operating the Project.

NOW THEREFORE, BE IT ORDAINED by the Board of Directors of the Opelram Economic Development District, City of Sulphur, State of Louisiana (the "*District*"), acting as the governing authority of the District that:

**SECTION 1. District Sales Tax and Hotel Tax.** The levy of the Sales Tax in favor of the District upon the sale at retail, the use, the lease or rental, the consumption, the distribution and storage for use or consumption, of tangible personal property, and upon the sale of services in the District, and the levy of the Hotel Tax in favor of the District upon the rent or fee of occupancy for any establishment, either public or private, engaged in the business of furnishing or providing rooms and overnight camping facilities intended or designed for dwelling, lodging, or sleeping purposes to transient guests where such establishment consists of two (2) or more guest rooms and does not encompass any hospital, convalescent or nursing home or sanitarium, or any hotel-like facility operated by or in connection with a hospital or medical clinic providing rooms exclusively for patients and their families, shall be assessed, imposed, collected, paid, and enforced, in the manner and subject to the terms and provisions of the Uniform Local Sales Tax Code, the provisions of which are incorporated by reference herein.

Proceeds of the Sales Tax and the Hotel Tax described in this section, after payment of all reasonable and necessary costs and expenses of administering and collecting the Sales Tax and the Hotel Tax described herein and payment of all administrative costs of the City or the District in connection with the Project, shall be allocated, distributed, and used by the District in the manner and for the following purposes: (i) first, to pay the principal of and interest on the bonds issued by the District in connection with the Project, if any; (ii) second, to the Company solely to pay cost and obligations or to reimburse itself for such costs and obligations incurred in connection with the Project; and (iii) finally, for any lawful purpose of the District.

**SECTION 2. Integrated Bracket Schedule Applicable to Collection.** The Sales Tax and the Hotel Tax described in Section 1 shall be collected on the basis of the applicable integrated bracket schedule prescribed by the Collector of Revenue, State of Louisiana, pursuant to Section 304 of Title 47 of the Louisiana Revised Statutes of 1950, as amended (R.S. 47:304). The dealers shall remit to the sales tax collector of the District, the Sales and Use Tax Department of the Calcasieu Parish School Board (the "*Collector*") and comply with the Uniform Local Sales Tax Code, particularly La. R.S. 47:337.29., the proportionate part of the sales and use taxes and hotel occupancy taxes collected in the District in accordance with said integrated bracket schedule.

**SECTION 3. Vendor's Compensation.** For the purpose of compensating the dealer in accounting for and remitting the Sales Tax and the Hotel Tax described in this Ordinance, each dealer shall be allowed one percent (1%) of the amount of the Sales Tax and the Hotel Tax due and accounted for and remitted to the Collector in the form of a deduction in submitting his report and/or reports and paying the amount due by the dealer, provided the amount due was not delinquent at the time of payment, and provided the amount of any credit claimed for taxes already paid to a wholesaler shall not be deducted in computing the commission allowed the dealer hereunder.

**SECTION 4. Exclusions and Exemptions.** The Sales Tax and the Hotel Tax imposed under this Ordinance is subject to specific provisions under La. R.S. 47:305 of the Louisiana State sales and use tax laws and La. R.S. 47:337.9 of the Uniform Local Sales Tax Code. The District has not adopted the optional exclusions or exemptions allowed by Louisiana State sales and use tax law and codified under R.S. 47:337.10, nor shall it adopt any exclusions or exemptions which are not allowed as an exclusion or exemption from Louisiana State sales and use tax. Included within the tax base is every transaction, whether sales, use, lease or rental, or service, or hotel occupancy, as applicable, with no exclusions or exemptions except for those mandated upon political subdivisions by the Constitution or statutes of the State of Louisiana.



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SECTION 5. Interest. The interest on the unpaid Sales Tax and the unpaid Hotel Tax provided for by La. R.S. 47:337.69 shall be at the rate of one and one-fourth percent (~~1.25%~~) per month.

SECTION 6. Delinquency Penalty. Penalty on the unpaid Sales Tax and the unpaid Hotel Tax as provided by La. R.S. 47:337.70 shall be five percent (5%) of the total tax due if delinquency is for not more than thirty (30) days, with an additional five percent (5%) for each additional thirty (30) days or fraction thereof during which delinquency continues, not to exceed twenty-five percent (25%) in the aggregate.

SECTION 7. Penalty for False or Fraudulent Return. Penalty as provided by La. R.S. 47:337.72 shall be fifty percent (50%) of the Sales Tax or the Hotel Tax found to be due.

SECTION 8. Negligence Penalty. The penalty provided by La. R.S. 47:337.73 shall be five percent (5%) of the Sales Tax or the Hotel Tax or deficiencies found to be due, or ten dollars (\$10.00), whichever is greater.

SECTION 9. Penalty for Insufficient Funds Check. The penalty provided in La. R.S. 47:337.74 shall be an amount equal to or greater of one percent (1%) of the check or twenty dollars (\$20.00).

SECTION 10. Attorney Fees. The Collector is authorized to employ private counsel to assist in the collection of any Sales Tax and Hotel Tax, penalties or interest due under this Ordinance, or to represent him in any proceeding under this Ordinance. If any Sales Tax and Hotel Tax, penalties or interest due under this Ordinance are referred to an attorney at law for collection, an additional charge of attorney fees, in the amount of ten percent (10%) of the Sales Tax or the Hotel Tax penalties and interest due, shall be paid by the tax debtor. Additional provisions applicable to attorney fees, inclusive of prevailing party and waiver of such fees, are included under La. R.S. 47:337.13.1 the Uniform Local Sales Tax Code.

SECTION 11. Limits on Interest, Penalty and Attorney Fees. Should the interest, penalties, or attorney fees herein, or the combined interest, penalties, and attorney fees be declared to be in excess of limits provided by other law, including relevant jurisprudence, then the maximum interest, penalties and attorney fees allowed by such other law shall apply.

SECTION 12. Collector. All sales and use taxes and hotel occupancy taxes described in this Ordinance shall be collected by a "Collector" as provided by La. R.S. 47:301(2)(b) shall mean and include the Calcasieu Parish School Board Sales and Use Tax Department, the entity presently collecting sales and use taxes and hotel occupancy taxes on behalf of the District.

SECTION 13. Powers of Collector. The Collector is hereby authorized, empowered and directed to carry into effect the provisions of this Ordinance, to appoint deputies, assistants or agents to assist in the performance of his duties, and in pursuance thereof to make and enforce such rules as he may deem necessary.

SECTION 14. Disposition of Revenues. All Sales Tax and Hotel Tax revenues, funds, assessments, monies, penalties, fees or other income which may be collected or come into the possession of the Collector under any provision or provisions of this Ordinance relating to the Sales Tax and the Hotel Tax described herein shall be promptly deposited by the Collector for the account of the District, provided, however, any amount which is paid under protest or which is subject to litigation may be transferred to a separate account established by the Collector with said fiscal agent pending the final determination of the protest or litigation.

Out of the funds on deposit in such special funds, the Collector shall first pay all reasonable and necessary costs and expenses of administering and collecting the Tax described herein and administering the provisions of this Ordinance, as well as the various administrative and enforcement procedures. Such costs and expenses shall be reported by the Collector monthly to the District.

In compliance with the levy and collection of the Sales Tax and the Hotel Tax described herein, after all reasonable and necessary costs and expenses of collecting and administration of the Tax have been paid as provided for above, the remaining balance in such special funds shall be available for appropriation and expenditure by the District, solely for the purposes designated herein.

SECTION 15. Accounting for Funds. All funds or accounts described herein may be separate funds or accounts or may be a separate accounting with a general or "sweep" fund or account containing monies from multiple sources so long as separate accounting of such monies is sustained.

SECTION 16. Severability. If any one or more of the provisions of this Ordinance shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Ordinance, but this Ordinance shall be construed and enforced as if such illegal or invalid provisions

had not been contained herein. Any constitutional or statutory provision enacted after the date of this Ordinance which validates or makes legal any provision of this Ordinance which would not otherwise be valid or legal, shall be deemed to apply to this Ordinance.

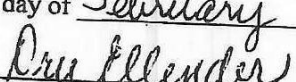
SECTION 17. Uniform Local Sales Tax Code is Controlling. If any provision of this Ordinance shall be in conflict with the provisions of the Uniform Local Sales Tax Code, the provisions of the Uniform Local Sales Tax Code shall be controlling.

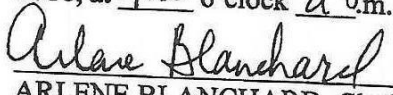
SECTION 18. Effective Date. The levy of the Sales Tax and the Hotel Tax shall be effective on April 1, 2016.

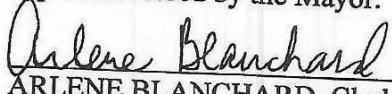
SECTION 19. Term. The Sales Tax and the Hotel Tax shall remain in effect for thirty (30) years (April 1, 2016 through March 31, 2046).

SECTION 20. Publication and Recordation. A copy of this Ordinance shall be duly published in the Southwest Daily News, the official journal of the District, as soon as is reasonably possible. A certified copy of this Ordinance shall be recorded in the mortgage records of Calcasieu Parish, Louisiana.

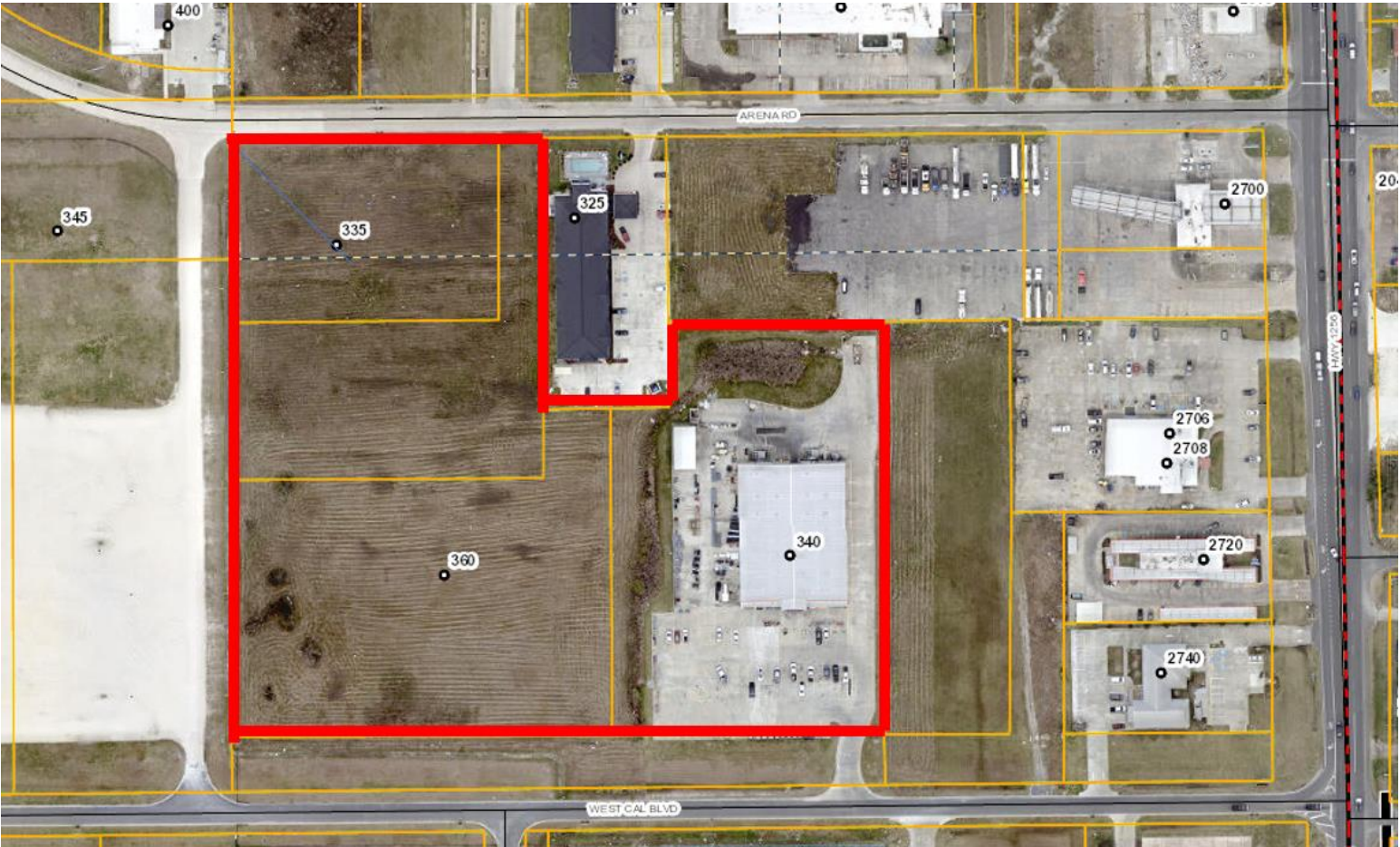
**APPROVED**  
  
CHRISTOPHER L. DUNCAN - MAYOR  
DATE 2/15/2016

APPROVED AND ADOPTED by  
the City Council of the City of Sulphur,  
Louisiana, on this 8<sup>th</sup>  
day of February, 2016.  
  
DRU ELLENDER, Chairman

I HEREBY CERTIFY that the  
foregoing Ordinance has been  
presented to the Mayor on this  
10<sup>th</sup> day of February,  
2016, at 9:00 o'clock a.m.  
  
ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received  
from the Mayor at 7:30 o'clock a.m.  
on this 16<sup>th</sup> day of February,  
2016, the foregoing ordinance which has  
approved/vetoed by the Mayor.  
  
ARLENE BLANCHARD, Clerk





ORDINANCE NO. \_\_\_\_\_, M-C SERIES

ORDINANCE AMENDING ORDINANCE NO. 1372, M-C SERIES WHICH AUTHORIZED THE LEVY OF A SALES TAX AND HOTEL OCCUPANCY TAX FOR THE EXECUTIVE ECONOMIC DEVELOPMENT DISTRICT LOCATED WEST OF WEST CAL ARENA.

WHEREAS, on March 14, 2016, City Council amended and re-adopted Ordinance No. 1372, M-C Series which authorized the levy of a sales tax and hotel occupancy tax for the Executive Economic Development District located west of West Cal Arena; and

WHEREAS, Section 5 of said Ordinance shall be amended to read as follows:

*SECTION 5. Interest. The interest on the unpaid Sales Tax and the unpaid Hotel Tax provided for by La. R.S. 47:337.69 shall be at the rate of one percent (1%) per month.*

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Ordinance No. 1372, M-C Series to reflect said change.

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



## EXECUTIVE ECONOMIC DEVELOPMENT DISTRICT

### ORDINANCE NO. 1372, M-C SERIES

The following ordinance, which was previously introduced at a meeting of the Board of Directors of the Executive Economic Development District on February 8, 2016 and the title thereof and notice of public hearing having been published twice in the official journal and delivered to each state senator and representative in whose district all or a portion of the District is located and the public hearing having been conducted, was brought up for final passage at a meeting of the Board of Directors of the Executive Economic Development District on March 14, 2016 on motion of Mr. Moss and seconded by Mr. Favre:

AMENDING AND RESTATING THAT CERTAIN ORDINANCE NO. 1354 M-C SERIES PROVIDING FOR THE LEVY AND COLLECTION OF A TWO PERCENT (2%) SALES AND USE TAX (THE "*SALES TAX*") AND A TWO PERCENT (2%) HOTEL OCCUPANCY TAX (THE "*HOTEL TAX*") BY THE EXECUTIVE ECONOMIC DEVELOPMENT DISTRICT (THE "*DISTRICT*") FOR A PERIOD OF THIRTY (30) YEARS BEGINNING JULY 1, 2016, IN ACCORDANCE WITH THE PROVISIONS AND TERMS OF CHAPTER 2D OF SUBTITLE II, SECTION 47 OF THE LOUISIANA REVISED STATUTES OF 1950, AS AMENDED (THE "*UNIFORM LOCAL SALES TAX CODE*"); AND PROVIDING FOR OTHER MATTERS WITH RESPECT THERETO.

WHEREAS, the Executive Economic Development District (the "*District*") was created by the City of Sulphur (the "*City*") pursuant to an ordinance adopted by the City Council of the City of Sulphur, acting as the governing authority of the City, on November 9, 2015, as an economic development district pursuant to the provisions of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31 through 33:9038.42, inclusive), and other constitutional and statutory authority (the "*Act*");

WHEREAS, the Act authorizes the District to levy up to two percent (2%) of sales and use taxes and up to two percent (2%) hotel occupancy taxes, or any combination thereof, within the boundaries of the District, above and in addition to any other sales taxes or hotel occupancy taxes, or combination of such taxes, then in existence or permitted to be in existence in the District and to pledge the collections of such taxes to assist in financing a project creating economic development;

WHEREAS, on December 14, 2015, in accordance with the provisions of the Act, the Board of Directors of the District, acting as the governing authority of the District (the "*Board*") adopted Ordinance No. 1354 M-C Series providing for the levy and collection of a sales tax of two percent (2%) (the "*Sales Tax*") and a hotel occupancy tax of two percent (2%) (the "*Hotel Tax*"), such Sales Tax and Hotel Tax to be levied and collected for a duration of thirty (30) years from the year of first assessment;

WHEREAS, on February 8, 2016, in accordance with the provisions of the Act, the Board adopted a resolution giving notice of its intention (the "*Notice of Intent Resolution*") to amend and restate Ordinance No. 1354 M-C Series;

WHEREAS, the Notice of Intent Resolution authorized the publication of an "Official Public Notice of the Intent to Amend and Restate the Ordinance Providing for the Levy of the Sales Taxes and Hotel Occupancy Taxes Within the Executive Economic Development District as Described Herein" (the "*Public Notice*"), which Public Notice included the date, time, and place of a public hearing on the intent to levy said taxes and was published in the *Southwest Daily News*, the official journal of the District, once a week for two consecutive weeks, with the first publication occurring no more than sixty (60) days nor less than thirty (30) days before such public hearing prior to the consideration of this Ordinance by the District, all as required by the Act and other applicable statutory authority;

WHEREAS, the Public Notice was transmitted by email to each state senator and representative in whose district all or a portion of the District is located no more than sixty (60) days nor less than thirty (30) days before such public hearing prior to the consideration of this Ordinance by the District in accordance with Section 19.1(A)(1)(a) of Title 42 of the Louisiana Revised Statutes of 1950, as amended;

WHEREAS, Sulphur Group, L.L.C. (the "*Company*"), owns property within the boundaries of the District and desires to develop the property through the construction of a development that will include hotels, retail, and general commercial developments but shall not include any residential development, and to thereby stimulate the local economy and facilitate the continuing effort to develop and revitalize the City (the "*Project*");

WHEREAS, the District has determined that the Project constitutes an economic development project under the Act and serves a public purpose;

{B1059206.6}



WHEREAS, the City, the District, and the Company have entered into that certain Cooperative Endeavor Agreement (the "*Agreement*") whereby the District agreed to levy a new two percent (2%) sales and use tax and a new two percent (2%) hotel occupancy tax within the District and pledge the revenues from the net avails and proceeds of such taxes for the benefit of the Company in completing and operating the Project;

WHEREAS, the Registrar of Voters of the Parish of Calcasieu has certified that no qualified electors reside within the boundaries of the District;

WHEREAS, the public hearing on the intent to levy the Sales Tax and the Hotel Tax was held on March 14, 2016 prior to the consideration of this Ordinance by the District in accordance with the Act;

WHEREAS, the District has all the powers of a political subdivision and special taxing district necessary or convenient for the carrying out of its objects and purposes; and

WHEREAS, pursuant to the provisions of the Act, the Board of Directors of the District, acting as governing authority for the District, now desires to amend and restate in its entirety Ordinance No. 1354 M-C Series to provide for the levy of the Sales Tax and the Hotel Tax and to pledge the revenues from the net avails and proceeds of the Sales Tax and the Hotel Tax for the benefit of the Company in completing and operating the Project.

NOW THEREFORE, BE IT ORDAINED by the Board of Directors of the Executive Economic Development District, City of Sulphur, State of Louisiana (the "*District*"), acting as the governing authority of the District that:

**SECTION 1. District Sales Tax and Hotel Tax.** The levy of the Sales Tax in favor of the District upon the sale at retail, the use, the lease or rental, the consumption, the distribution and storage for use or consumption, of tangible personal property, and upon the sale of services in the District, and the levy of the Hotel Tax in favor of the District upon the rent or fee of occupancy for any establishment, either public or private, engaged in the business of furnishing or providing rooms and overnight camping facilities intended or designed for dwelling, lodging, or sleeping purposes to transient guests where such establishment consists of two (2) or more guest rooms and does not encompass any hospital, convalescent or nursing home or sanitarium, or any hotel-like facility operated by or in connection with a hospital or medical clinic providing rooms exclusively for patients and their families, shall be assessed, imposed, collected, paid, and enforced, in the manner and subject to the terms and provisions of the Uniform Local Sales Tax Code, the provisions of which are incorporated by reference herein.

Proceeds of the Sales Tax and the Hotel Tax described in this section, after payment of all reasonable and necessary costs and expenses of administering and collecting the Tax described herein and payment of all administrative costs of the City or the District in connection with the Project, shall be allocated, distributed, and used by the District in the manner and for the following purposes: (i) first, to pay the principal of and interest on the bonds issued by the District in connection with the Project, if any; (ii) second, to the Company solely to pay cost and obligations or to reimburse itself for such costs and obligations incurred in connection with the Project; and (iii) finally, for any lawful purpose of the District.

**SECTION 2. Integrated Bracket Schedule Applicable to Collection.** The Sales Tax and the Hotel Tax described in Section 1 shall be collected on the basis of the applicable integrated bracket schedule prescribed by the Collector of Revenue, State of Louisiana, pursuant to Section 304 of Title 47 of the Louisiana Revised Statutes of 1950, as amended (R.S. 47:304). The dealers shall remit to the sales tax collector of the District, the Sales and Use Tax Department of the Calcasieu Parish School Board (the "*Collector*") and comply with the Uniform Local Sales Tax Code, particularly La. R.S. 47:337.29, the proportionate part of the sales and use taxes and hotel occupancy taxes collected in the District in accordance with said integrated bracket schedule.

**SECTION 3. Vendor's Compensation.** For the purpose of compensating the dealer in accounting for and remitting the Sales Tax and the Hotel Tax described in this Ordinance, each dealer shall be allowed one percent (1%) of the amount of the Tax due and accounted for and remitted to the Collector in the form of a deduction in submitting his report and/or reports and paying the amount due by the dealer, provided the amount due was not delinquent at the time of payment, and provided the amount of any credit claimed for taxes already paid to a wholesaler shall not be deducted in computing the commission allowed the dealer hereunder.

**SECTION 4. Exclusions and Exemptions.** The Sales Tax and the Hotel Tax imposed under this Ordinance is subject to specific provisions under La. R.S. 47:305 of the Louisiana State sales and use tax laws and La. R.S. 47:337.9 of the Uniform Local Sales Tax Code. The District has not adopted the optional exclusions or exemptions allowed by Louisiana State sales and use tax law and codified under R.S. 47:337.10, nor shall it adopt any exclusions or exemptions which are not allowed as an exclusion or



exemption from Louisiana State sales and use tax. Included within the tax base is every transaction, whether sales, use, lease or rental, or service, or hotel occupancy, as applicable, with no exclusions or exemptions except for those mandated upon political subdivisions by the Constitution or statutes of the State of Louisiana.

SECTION 5. Interest. The interest on the unpaid Sales Tax and the unpaid Hotel Tax provided for by La. R.S. 47:337.69 shall be at the rate of one and one-fourth percent (1<sup>1</sup>/<sub>4</sub>%) per month.

SECTION 6. Delinquency Penalty. Penalty on the unpaid Sales Tax and the unpaid Hotel Tax as provided by La. R.S. 47:337.70 shall be five percent (5%) of the total tax due if delinquency is for not more than thirty (30) days, with an additional five percent (5%) for each additional thirty (30) days or fraction thereof during which delinquency continues, not to exceed twenty-five percent (25%) in the aggregate.

SECTION 7. Penalty for False or Fraudulent Return. Penalty as provided by La. R.S. 47:337.72 shall be fifty percent (50%) of the Sales Tax or the Hotel Tax found to be due.

SECTION 8. Negligence Penalty. The penalty provided by La. R.S. 47:337.73 shall be five percent (5%) of the Sales Tax or the Hotel Tax or deficiencies found to be due, or ten dollars (\$10.00), whichever is greater.

SECTION 9. Penalty for Insufficient Funds Check. The penalty provided in La. R.S. 47:337.74 shall be an amount equal to or greater of one percent (1%) of the check or twenty dollars (\$20.00).

SECTION 10. Attorney Fees. The Collector is authorized to employ private counsel to assist in the collection of any Sales Tax and Hotel Tax, penalties or interest due under this Ordinance, or to represent him in any proceeding under this Ordinance. If any Sales Tax or Hotel Tax, penalties or interest due under this Ordinance are referred to an attorney at law for collection, an additional charge of attorney fees, in the amount of ten percent (10%) of the Sales Tax and the Hotel Tax penalties and interest due, shall be paid by the tax debtor. Additional provisions applicable to attorney fees, inclusive of prevailing party and waiver of such fees, are included under La. R.S. 47:337.13.1 the Uniform Local Sales Tax Code.

SECTION 11. Limits on Interest, Penalty and Attorney Fees. Should the interest, penalties, or attorney fees herein, or the combined interest, penalties, and attorney fees be declared to be in excess of limits provided by other law, including relevant jurisprudence, then the maximum interest, penalties and attorney fees allowed by such other law shall apply.

SECTION 12. Collector. All sales and use taxes and hotel occupancy taxes described in this Ordinance shall be collected by a "Collector" as provided by La. R.S. 47:301(2)(b) shall mean and include the Calcasieu Parish School Board Sales and Use Tax Department, the entity presently collecting sales and use taxes and hotel occupancy taxes on behalf of the District.

SECTION 13. Powers of Collector. The Collector is hereby authorized, empowered and directed to carry into effect the provisions of this Ordinance, to appoint deputies, assistants or agents to assist in the performance of his duties, and in pursuance thereof to make and enforce such rules as he may deem necessary.

SECTION 14. Disposition of Revenues. All Sales Tax and Hotel Tax revenues, funds, assessments, monies, penalties, fees or other income which may be collected or come into the possession of the Collector under any provision or provisions of this Ordinance relating to the Tax described herein shall be promptly deposited by the Collector for the account of the District, provided, however, any amount which is paid under protest or which is subject to litigation may be transferred to a separate account established by the Collector with said fiscal agent pending the final determination of the protest or litigation.

Out of the funds on deposit in such special funds, the Collector shall first pay all reasonable and necessary costs and expenses of administering and collecting the Tax described herein and administering the provisions of this Ordinance, as well as the various administrative and enforcement procedures. Such costs and expenses shall be reported by the Collector monthly to the District.

In compliance with the levy and collection of the Sales Tax and the Hotel Tax described herein, after all reasonable and necessary costs and expenses of collecting and administration of the Tax have been paid as provided for above, the remaining balance in such special funds shall be available for appropriation and expenditure by the District, solely for the purposes designated herein.



SECTION 15. Accounting for Funds. All funds or accounts described herein may be separate funds or accounts or may be a separate accounting with a general or "sweep" fund or account containing monies from multiple sources so long as separate accounting of such monies is sustained.

SECTION 16. Severability. If any one or more of the provisions of this Ordinance shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Ordinance, but this Ordinance shall be construed and enforced as if such illegal or invalid provisions had not been contained herein. Any constitutional or statutory provision enacted after the date of this Ordinance which validates or makes legal any provision of this Ordinance which would not otherwise be valid or legal, shall be deemed to apply to this Ordinance.

SECTION 17. Uniform Local Sales Tax Code is Controlling. If any provision of this Ordinance shall be in conflict with the provisions of the Uniform Local Sales Tax Code, the provisions of the Uniform Local Sales Tax Code shall be controlling.

SECTION 18. Effective Date. The levy of the Sales Tax and the Hotel Tax shall be effective on July 1, 2016.

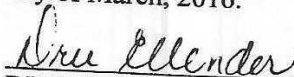
SECTION 19. Term. The Sales Tax and the Hotel Tax shall remain in effect for thirty (30) years (July 1, 2016 through June 30, 2046).

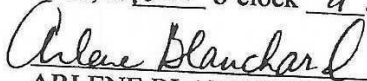
SECTION 20. Publication and Recordation. A copy of this Ordinance shall be duly published in the Southwest Daily News, the official journal of the District, as soon as is reasonably possible. A certified copy of this Ordinance shall be recorded in the mortgage records of Calcasieu Parish, Louisiana.

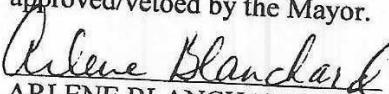
SECTION 21. Repealer. All previous ordinances and resolutions in conflict herewith, including Ordinance No. 1354 M-C Series, are hereby repealed and shall be of no force and effect.

**APPROVED**  
  
CHRISTOPHER L. DUNCAN - MAYOR  
DATE 3/15/2016

APPROVED AND ADOPTED by  
the City Council of the City of  
Sulphur, Louisiana on this 14<sup>th</sup>  
day of March, 2016.

  
DRU ELLENDER, Chairman

I HEREBY CERTIFY that the  
foregoing Ordinance has been  
presented to the Mayor on this  
15<sup>th</sup> day of March,  
2016, at 10:00 o'clock 9 .m.  
  
ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received  
from the Mayor at 10:30 o'clock 2 .m.  
on this 15<sup>th</sup> day of March,  
2016, the foregoing ordinance which has  
approved/vetoed by the Mayor.  
  
ARLENE BLANCHARD, Clerk

RESOLUTION NO. \_\_\_\_\_ M-C SERIES

Resolution amending previously adopted Agreement with Rostan Solutions LLC, to include the new Task Order for the Insurance Services and the new federal clauses.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend the Agreement that was executed on November 9, 2021, with Rostan Solutions, LLC, to include the new Task Order for Insurance Services and the new Federal clauses as stated in the attached Amendments.

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

**CITY OF SULPHUR  
PROGRAM/PROJECT MANAGEMENT  
AND DISASTER RECOVERY/GRANTS  
MANAGEMENT PROFESSIONAL SERVICES (RFP LRA-20-6)**

STATE OF LOUISIANA  
PARISH OF CALCASIEU

Amendment 1

The Agreement between City of Sulphur ("City") and Rostan Solutions LLC ("Contractor") executed on November 9, 2021, is hereby amended to update Schedule D of the Agreement as follows:

\*\*\*

**Schedule D**

**CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) 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 CITY 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.

(F) *Rights to Inventions Made Under a Contract or Agreement.* If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) *Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—*Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) *Debarment and Suspension.* This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 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).

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

This certification is a material representation of fact relied upon by the CITY. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the CITY, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 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.

(I) *Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—*Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal 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 must 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 non-Federal award.

(J) *Procurement of Recovered Materials –* A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement



program for procurement of recovered materials identified in the EPA guidelines.

(K) Prohibition on certain telecommunications and video surveillance services or equipment. – (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. -

(L) Domestic Preference for procurements – (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. (b) For purposes of this section: (1) “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. (2) “Manufactured products” means 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.

\*\*\*

These clauses are made effective retroactive to the date of execution of the Agreement. All other provisions of the Agreement for Professional Services shall remain in effect. This amendment is hereby agreed to and is incorporated into the Agreement as of the date of the signature of the latest party’s authorized agent.

**CITY OF SULPHUR**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ROSTAN SOLUTIONS, LLC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF SULPHUR  
PROGRAM/PROJECT MANAGEMENT  
AND DISASTER RECOVERY/GRANTS  
MANAGEMENT PROFESSIONAL SERVICES (RFP LRA-20-6)**

STATE OF LOUISIANA  
PARISH OF CALCASIEU

Amendment 2

The Agreement between City of Sulphur ("City") and Rostan Solutions LLC ("Contractor") executed on November 9, 2021, is hereby amended to extend the contract term as follows:

\*\*\*

**2. Term of AGREEMENT**

The term of this agreement, which commenced on November 9<sup>th</sup>, 2021, shall extend to November 8<sup>th</sup>, 2023, with one (1) year extension option.

\*\*\*

This term of Agreement is made effective retroactive to the date of execution of the Agreement. All other provisions of the Agreement for Professional Services shall remain in effect. This amendment is hereby agreed to and is incorporated into the Agreement as of the date of the signature of the latest party's authorized agent.

**CITY OF SULPHUR**

**ROSTAN SOLUTIONS, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

FORM TASK ORDER

TASK ORDER NO. 01 AMENDMENT 01

Date: 10/10/2022

1. This Task Order (this "**Task Order**") is issued pursuant to and is governed by the Professional Services Master Agreement, dated as of November 9, 2021 (the "**Agreement**"), by and between The City of Sulphur (the "**CITY**"), and Rostan Solutions, LLC. (the "**CONTRACTOR**"). The terms and conditions set forth in the Agreement are hereby incorporated herein by reference and shall be applicable hereto.

2. **Scope of Services:**

Exhibit A Attached - GRANTS MANAGEMENT SERVICES

3. **Schedule:**

Services shall commence on November 9, 2021, and shall be satisfactorily completed on or before November 8, 2023.

4. **Compensation:**

The CONTRACTOR shall invoice the CITY on a monthly basis for the costs and expenses incurred in performing the Services in accordance with the rates set forth in Schedule C of the Agreement, provided that the aggregate amount payable by the CITY for Services under this Task Order No. 01 Amendment 01 shall not exceed \$600,000.00. The not to exceed budget amount of this Task Order No. 01 Amendment 01 may only be amended by written agreement between CITY and CONTRACTOR.

IN WITNESS WHEREOF, the CITY and the CONTRACTOR have caused this Task Order to be executed by their duly authorized representatives as of the date first above written.

**CITY:**  
City of Sulphur, Louisiana

**CONTRACTOR:**  
Rostan Solutions, LLC

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name: Kyle Jones  
Title: Vice President

FORM TASK ORDER

TASK ORDER NO. 02 AMENDMENT 01

Date: October 10, 2022

1. This Task Order (this "**Task Order**") is issued pursuant to and is governed by' the Professional Services Master Agreement, dated as of November 9, 2021 (the "**Agreement**"), by and between The City of Sulphur (the "**CITY**"), and Rostan Solutions, LLC. (the "**CONTRACTOR**"). The terms and conditions set forth in the Agreement are hereby incorporated herein by reference and shall be applicable hereto.

2. **Scope of Services:**

Exhibit A Attached - PROJECT MANAGEMENT SERVICES

3. **Schedule:**

Services shall commence on November 9, 2021 and shall be satisfactorily completed on or before November 8, 2023.

4. **Compensation:**

The CONTRACTOR shall invoice the CITY on a monthly basis for the costs and expenses incurred in performing the Services in accordance with the rates set forth in Schedule C of the Agreement, provided that the aggregate amount payable by the CITY for Services under this Task Order No. 02 Amendment 01 shall not exceed \$400,000.00. The not to exceed budget amount of this Task Order No. 02 Amendment 01 may only be amended by written agreement between CITY and CONTRACTOR.

IN WITNESS WHEREOF, the CITY and the CONTRACTOR have caused this Task Order to be executed by their duly authorized representatives as of the date first above written.

**CITY:**  
City of Sulphur, Louisiana

**CONTRACTOR:**  
Rostan Solutions, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Kyle Jones

Title: \_\_\_\_\_

Title: Vice President



## **Exhibit A**

### **Scope of Services**

#### **CONSENSUS BASED CODES STANDARDS & SPESIFICATION SERVICES:**

The scope of services includes the development of Consensus Based Codes and Standards (CBCS) worksheet for Hurricane Laura damaged elements along with costs for the repair/replacement of the identified elements. This worksheet will include:

- Specific damage inventory line-item numbers and associated elements or components affected with a description of how each code, specification and standard applies.
- Clear description of the work related to the code, specification and standard with accompanying design drawings, component lists or other similar documentation.
- Dimensions and quantities for all elements/components.
- Description of the direct relationship between disaster-related damage and any upgrades to undamaged elements.

Consensus Based Codes and Standards worksheets will be provided for facilities throughout the City of Sulphur on an as needed basis after the facility is approved by the City for this service.

Following submittal of the CBCS to FEMA, Rostan will address any Requests for Information (RFI) from FEMA.

FORM TASK ORDER

TASK ORDER NO. 03 AMENDMENT 02

Date: 10/10/2022

1. This Task Order (this "**Task Order**") is issued pursuant to and is governed by the Professional Services Master Agreement, dated as of November 9, 2021 (the "**Agreement**"), by and between The City of Sulphur (the "**CITY**"), and Rostan Solutions, LLC. (the "**CONTRACTOR**"). The terms and conditions set forth in the Agreement are hereby incorporated herein by reference and shall be applicable hereto.

2. **Scope of Services:**

Exhibit A Attached - CONSENSUS BASED CODES STANDARDS AND SPECIFICATION

3. **Schedule:**

Services shall commence on February 24, 2022, and shall be satisfactorily completed on or before November 8, 2023

4. **Compensation:**

The CONTRACTOR shall invoice the CITY on a monthly basis for the costs and expenses incurred in performing the Services in accordance with the rates set forth in Schedule C of the Agreement, provided that the aggregate amount payable by the CITY for Services under this Task Order No. 03 Amendment 02 shall not exceed \$100,000.00. The not to exceed budget amount of this Task Order No. 03 Amendment 02 may only be amended by written agreement between CITY and CONTRACTOR.

IN WITNESS WHEREOF, the CITY and the CONTRACTOR have caused this Task Order to be executed by their duly authorized representatives as of the date first above written.

**CITY:**

City of Sulphur, Louisiana

By: \_\_\_\_\_

Name:

Title:

**CONTRACTOR:**

Rostan Solutions, LLC

By: \_\_\_\_\_

Name: Kyle Jones

Title: Vice President

FORM TASK ORDER

TASK ORDER NO. 04

Date: 10/10/2022

1. This Task Order (this "**Task Order**") is issued pursuant to and is governed by the Professional Services Master Agreement, dated as of November 9, 2021 (the "**Agreement**"), by and between The City of Sulphur (the "**CITY**"), and Rostan Solutions, LLC. (the "**CONTRACTOR**"). The terms and conditions set forth in the Agreement are hereby incorporated herein by reference and shall be applicable hereto.

2. **Scope of Services:**

Exhibit A Attached – INSURANCE CLAIM COST RECOVERY SERVICES

3. **Schedule:**

Services shall commence on August 1, 2022, and shall be satisfactorily completed on or before November 8, 2023.

4. **Compensation:**

The CONTRACTOR shall invoice the CITY on a monthly basis for the costs and expenses incurred in performing the Services in accordance with the rates set forth in Schedule C of the Agreement, provided that the aggregate amount payable by the CITY for Services under this Task Order No. 04 with an amount that shall not exceed \$75,000.00. The not to exceed budget amount of this Task Order No. 04 may only be amended by written agreement between CITY and CONTRACTOR.

IN WITNESS WHEREOF, the CITY and the CONTRACTOR have caused this Task Order to be executed by their duly authorized representatives as of the date first above written.

**CITY:**  
City of Sulphur, Louisiana

**CONTRACTOR:**  
Rostan Solutions, LLC

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name: Kyle Jones  
Title: Vice President



**Exhibit A**

**Scope of Services**

**INSURANCE CLAIM COST RECOVERY SERVICES:**

- The development of rebuttals for Insurance Claim Cost Recovery from the City's Carrier for Hurricane Laura damages.
- Draft correspondence to Insurance Carrier(s) and Adjuster as necessary.
- Prepare documentation and responses to Insurance Carrier(s) and/or Adjuster Requests for Information (RFI).
- Facilitate meetings with applicable entities as needed.
- Perform crosswalk analysis of Insurance Adjuster Report and/or covered items in the SOV relative to actual losses/damages.
- Identify and present clear description of the Hurricane damages & costs previously not included on the Carriers Statement of Loss, with accompanying photos, component lists or other similar documentation.
- Description of the direct relationship between disaster-related damages and the schedule of values for inclusion in the Statement of Loss/ increased repair costs that need to be included in the insurance settlement to the City of Sulphur.

RESOLUTION NO. \_\_\_\_\_, M-C SERIES

Resolution accepting Substantial Completion for Roselawn Cemetery Storm  
Repairs – Fencing.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing  
authority thereof, that they do hereby accept Substantial Completion for Roselawn Cemetery  
Storm Repairs – Fencing.

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

# MEYER & ASSOCIATES, INC.

## PUNCH LIST

PROJECT: Roselawn Cemetery Storm Repairs - Fencing

DATE: October 26, 2022

PROJECT NO: B1-21134-DA

INSPECTION WAS CONDUCTED AT ABOVE PROJECT BY:

CONTRACTOR-OWNER

ENGINEER-ARCHITECT

Contractor: A-1 American Fence Inc.

Engineer: Byron Racca

Owner: City of Sulphur

Inspector:

The following items are to be corrected or completed to comply with the Contract Documents:

Type of Inspection	Preliminary	Substantial X	Final	1 Yr. Guaranty
--------------------	-------------	------------------	-------	----------------

NO.	ITEM	VALUE
1	Install remaining panel in Southwest corner	\$500.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
TOTAL		\$500.00

Distribution:

1. Project Manager
2. Contractor's Representative
3. Resident Project Representative
4. File