

AGENDA
SULPHUR CITY COUNCIL MEETING
MONDAY, DECEMBER 11, 2023, AT 5:30 P.M.

THERE WILL BE A REGULAR MEETING OF THE SULPHUR CITY COUNCIL
MONDAY, DECEMBER 11, 2023, 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 of Audit for fiscal year ending June 30, 2023, and Resolution accepting same. RES63-23 (Mayor Danahay)
2. PRESENTATION to Scott and Tina Jacobs. I17-23 (Dru Ellender)
3. PRESENTATION to Nieda Kaye Loup. I18-23 (Joy Abshire)
- 3A. APPEAL an administrative decision for a neighborhood commercial use for Cynthia Robertson located at 618 West Verdine Steet. I19-23 (Dru Ellender)
4. PUBLIC HEARING on ordinance granting a rezone to Shannon Carroll, 1516 LeBlanc Street, from Residential to Mixed Residential to allow for the continuance of a mobile home on the property. ORD129-23 (Nick Nezat)
5. PUBLIC HEARING on ordinance granting a rezone to Lee Marsaliese, 102 Louisiana Avenue, from Residential to Business to allow for an office. ORD130-23 (Melinda Hardy)
6. RESOLUTON granting a variance to Ronnie Hossain, 1507 Weekly Road, to allow for a 480 sq. ft. manufactured home rather than the required 600 sq. ft. (postponed from October 10, 2023, agenda). RES64-23 (Nick Nezat)
7. Extension for temporary housing in recreational vehicles due to damage caused by Hurricane Laura for the following addresses:
 - a. To extend temporary housing in a recreational vehicle located at 706 Live Oak, in accordance with Ordinance No. 1693, M-C Series. (Dru Ellender)

8. PUBLIC HEARING on ordinance creating the position of Deputy Chief of Police on a competitive basis. ORD131-23 (Mayor Danahay)
9. PUBLIC HEARING on ordinance authorizing Mayor Mike Danahay to enter into a Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury to accept ownership of a parcel of property located at 1521 Ruby Lane.
ORD132-23 (Mayor Danahay)
10. PUBLIC HEARING on ordinance authorizing Mayor Mike Danahay to enter into a Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury to accept ownership of a parcel of property located at 4112 Tracy Circle.
ORD133-23 (Mayor Danahay)
11. PUBLIC HEARING on ordinance authorizing Mayor Mike Danahay to enter into a Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury to accept ownership of a parcel of property located at 2309 Timberlane.
ORD134-23 (Mayor Danahay)
12. PUBLIC HEARING on ordinance authorizing Mayor Mike Danahay to enter into a Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury to accept ownership of a parcel of property located at 1533 Ruby Lane.
ORD135-23 (Mayor Danahay)
13. PUBLIC HEARING on ordinance authorizing Mayor Mike Danahay to enter into a Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury to accept ownership of a parcel of property located at 1537 Ruby Lane.
ORD136-23 (Mayor Danahay)
14. PUBLIC HEARING on ordinance authorizing Mayor Mike Danahay to enter into a Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury to accept ownership of a parcel of property located at 1009 Melanie Drive.
ORD137-23 (Mayor Danahay)
15. PUBLIC HEARING on ordinance authorizing Mayor Mike Danahay to enter into a Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury to accept ownership of a parcel of property located at 1605 Ruby Lane.
ORD138-23 (Mayor Danahay)
16. PUBLIC HEARING on ordinance authorizing Mayor Mike Danahay to enter into a Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury to accept ownership of a parcel of property located at 508 South Kent Drive.
ORD139-23 (Mayor Danahay)

17. RESOLUTION appointing a member to the Southwest Louisiana Lodging Association Board of Directors. RES65-23 (Mayor Danahay)
18. RESOLUTION authorizing the re-advertisement of bids for the annual supply of chemicals for the City of Sulphur. RES66-23 (Mayor Danahay)
19. RESOLUTION setting dates for City Council, Land Use and Board of Zoning Adjustment meetings for year 2024. RES67-23 (Dru Ellender)
20. RESOLUTION authorizing Jennifer Thorn, Director of Finance, to sign on behalf of the City of Sulphur to reject Uninsured/Underinsured Motorist Bodily Injury Coverage. RES68-23 (Mayor Danahay)
21. RESOLUTION promulgating the results of an election held in the City of Sulphur, on November 18, 2023, for (2) two property tax renewals. RES69-23 (Mayor Danahay)
22. RESOLUTION amending Resolution No. 3553, M-C Series, which awarded low bid for annual supply of pipe and fittings. RES70-23 (Mayor Danahay)
23. RESOLUTION accepting Substantial Completion for the Police Department – Project: CPSPD. RES71-23 (Mayor Danahay)
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, January 8, 2024, at 5:30 p.m. in the Council Chambers located at 1551 East Napoleon Street, Sulphur, LA.

In accordance with the Americans with Disabilities Act, if you need special assistance to attend this meeting, please contact Arlene Blanchard at 337-527-4571, describing the assistance that is necessary.

Arlene Blanchard, Council Clerk
City of Sulphur
101 North Huntington Street, Sulphur, LA 70663
(337) 527-4500

RESOLUTION NO. _____, M-C SERIES

Resolution accepting Audit for Fiscal Year ending June 30, 2023.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby accept Audit for Fiscal Year ending June 30, 2023.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2023.

DRU ELLENDER, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

City of Sulphur, State of Louisiana

City Council

Micah 6:8 Mission and Cynthia Robertson, Appellants

vs.

Land Use Administrator, in his professional capacity

Appeal of Land Use Certification - 618 W. Verdine St.

This is an appeal of the November 20, 2023 decision of the Board of Zoning Adjustments (BZA, also known as the Planning Commission or Land Use Commission) that sustained the August 16, 2023 Land Use Certification indicating that the use of 618 W. Verdine St. by Micah 6:8 Mission is not "Neighborhood Commercial" and thus unlawful in the Mixed Residential zone where the property is situated in Sulphur, Louisiana.

The appeal is filed pursuant to the City of Sulphur Code of Ordinances Appendix B, Article III, Part 2, Section 3(5), which says, "Planning Commission. Ruling stands unless appeal is made by either party to the City Council within ten (10) working days of ruling.

1. Case Background

The case background prior to the original appeal is stated in the original appeal submitted and accepted by the BZA Clerk on October 4, 2023. This section provides a brief summary of the factual background for the convenience of the City Council.

Cynthia Robertson resides at and owns 624 W. Verdine St. She purchased the neighboring property, 618 W. Verdine St., to carry out certain activities by the non-profit company, Micah 6:8 Mission. Micah 6:8 Mission serves the local community (primarily Portie Town) but does not discriminate against others in the Sulphur area that may also seek services. Anything that would attract those outside the neighborhood (e.g., educational sessions on public health) takes place at venues outside the neighborhood, such as the library.

Over a nine-month period, Sulphur officials engaged in a process of hectoring Ms. Robertson about the nature of the activities. Ms. Robertson continued to narrow the scope of activities to ensure compliance with the Land Use Code, as interpreted by Sulphur officials. This proved challenging

as the interpretation changed repeatedly. Nevertheless, at the time of the August 16, 2023 land use certification, the intended uses were (1) supply food, (2) supply toiletries, (3) occasionally supply clothing and shoes (4) encourage people in need of Sulphur Christian Community Coalition (SC3) services to take advantage of the services SC3 provides, (5) provide training and support for other local nonprofits, (6) provide educational programs (7) coordinate community meetings (intended for the neighborhood but open to the public), and (8) coordinate events to educate and assist the community (intended for the neighborhood but open to the public). As Ms. Robertson made clear at the time, and as she reiterated during the November 20, 2023 BZA hearing, activities 1-4 were intended to take place onsite at 618 W. Verdine within the neighborhood, while activities that could have the effect of increasing traffic or disturbing the neighborhood would take place offsite.

On August 16, 2023, the Land Use Administrator issued a Land Use Certification stating that Micah 6:8's use of the property in the Mixed Use District was not considered "Neighborhood Commercial" and thus incompatible with uses allowed in the District. The Aug. 16, 2023 Land Use Certification was so vague as to the basis for the decision that it did not clearly appear to be an actual, reasoned decision. On Aug. 21, 2023, Ms. Robertson met with Mr. Abrahams to clarify which particular uses would be incompatible. Mr. Abrahams did not clarify what, exactly, would be incompatible. When asked why Micah 6:8 did not qualify as a Neighborhood Commercial business, when the very similar SC3 did, Mr. Abrahams simply said that SC3 started under a different Administrator, and that the Aug. 16, 2023 letter was his (Mr. Abrahams's) decision.

At the August 21, 2023 Land Use Commission meeting, Mr. Abrahams sought to simply remove "Neighborhood Commercial" from allowed uses in the Mixed Use District but City Attorney Billy Loftin informed him that this could not occur outside of a City Council ordinance change. Instead, the Land Use Commission opted to propose an ordinance change moving "Neighborhood Commercial" from the list of regular uses allowed in the Mixed Use District under App B, Art 4 part B 2-2-b to those "Permitted as Exceptions by Land Use Commission and City Council." Confusingly, the revision lists particular uses within Neighborhood Commercial, but not all of the uses allowed under the definition, leaving residents to wonder how uses such as nonprofits are treated.

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2. BZA Hearing

BZA Commissioners Robin Baudoin, Lenore Carroll, and Tracy D'Arby presided over the November 20, 2023 appeal hearing. Commissioner D'Arby informed the undersigned attorney that she only had three minutes to present the case, although there is no such procedural rule in the Sulphur Municipal Code.

Ms. Robertson presented the Commission with a letter of support for Micah 6:8 Mission's activities signed by neighborhood residents. Commissioner Carroll stated that the petition had to be certified for residency, and Clerk Arlene Blanchard stated that "The only ones that count as part of a valid petition are property owners." But there is nothing in the Sulphur Municipal Code regarding petitions or letters of support, and certainly no distinction whatsoever in the Code between renters and owners. The letter simply provided evidence that the activities taking place in the neighborhood were not disturbing the neighborhood.

Commissioner D'Arby indicated that he'd like to see which signatories were in the "immediate" neighborhood. Ms. Robertson asked what counted as "immediate." Commissioner D'Arby responded, "your next-door neighbors within about 20 houses of you" and indicated that he'd like to see everyone around Ms. Robertson sign the letter. Mr. Loftin said "immediate neighborhood" is a legal issue, and what constitutes "immediate neighborhood" is not defined for the sake of this ordinance.

A discussion commenced about whether "neighborhood commercial" was an allowable use in the Mixed Use District where 618 W. Verdine is situated. Commissioner Lenore said "I feel extremely underqualified to...even discuss this." Mr. Loftin took over the conversation and denied that the City had acted in an arbitrary or capricious manner and said that the issue "becomes the definition of neighborhood commercial." He confirmed that the application was made at the time that neighborhood commercial was a permitted use in Mixed District. He said "I don't think that the information we've been given clearly states that it is for the use of the immediate neighborhood." The undersigned and Ms. Robertson reiterated the uses taking place on the property were intended to serve those in the neighborhood, and that activities expected to generate traffic or noise took place offsite.

Mr. Loftin said that "immediate neighborhood" would be interpreted on the BZA's common understanding of the word. Mr. Loftin conceded that outreach

efforts took place primarily offsite, but was concerned that tools and food boxes were being offered as a community-wide service.

Commissioner D'Arby asked what the hours of operation were, whether there were normal business hours or this was "a fly-by-night operation." Ms. Robertson clarified that business hours were 8am to 5pm and that the door is locked. (Micah 6:8 Mission answers the door when someone knocks between business hours.) Commissioner D'Arby asked about library and educational programs, and Ms. Robertson confirmed that these activities do not go on at 618 W. Verdine.

Mr. Loftin asked if there was any sign-in or record keeping regarding who was using the services. He suggested that should BZA approve the activities, one condition of approving could be to confirm that the primary uses relate to the immediate neighborhood by confirming that it is primarily used by the immediate neighborhood. He stated that "Primary would be at least 50% plus 1 of people in the neighborhood." Ms. Robertson asked if she should put sign-in sheets in the food boxes. Commissioner D'Arby stated that it didn't make a difference to him whether there was a sign-in sheet, he said "I've got more concerns than that." Ms. Robertson asked if she could address them but Commissioner D'Arby responded, "No, we've addressed a lot of them, I'm pretty much decided." All of the commissioners then voted against the appeal.

Thus, BZA never made clear what exactly the impediments were to the land use certification.

3. Legal Argument

3.1. The intended use of 618 W. Verdine St. by Micah 6:8 Mission clearly meets the definition of "Neighborhood Commercial."

The property at 618 W. Verdine St. is currently classified as "Mixed Used District." At the time the application was submitted, "Neighborhood Commercial" was an allowable use under the City of Sulphur Code of Ordinances Appendix B, Article IV, Part 3, Section 2. The Code at Article II, Section 2, simply defines "Neighborhood Commercial" as "A commercial use providing products and services primarily intended for the use or consumption of inhabitants of the immediate neighborhood."

The activities slated to occur at 618 W. Verdine in Ms. Robertson's Aug. 15, 2023 letter are "primarily intended for the use or consumption of inhabitants

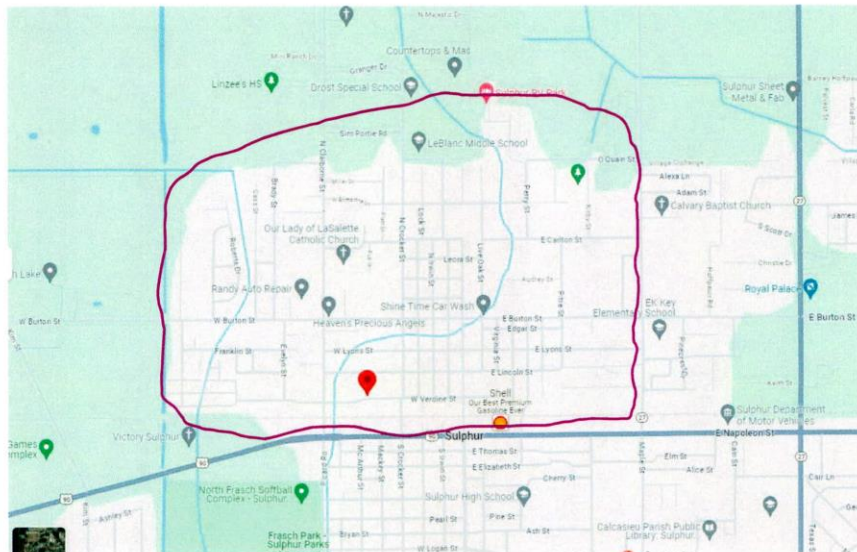
of the immediate neighborhood." As reiterated during the hearing, those who come to Micah 6:8 Mission in need of food, toiletries, and clothing are **primarily in the immediate neighborhood**, arriving by foot or bicycle. Other activities that serve those from the neighborhood, but are open to anyone, take place offsite and have nothing to do with the use of 618 W. Verdine, and cannot form the basis for denial.

Neither the Sulphur Code nor other Louisiana statutory or case law define "immediate neighborhood," but cases and ordinances from other jurisdictions shed some light. Arkansas law regarding the location of banks defines "within the immediate neighborhood" as including, but not limited to: 1. Across the street; 2. Around the corner; 3. Within two (2) blocks; 4. Within one thousand feet (1,000'); or 5. In densely populated areas, within five thousand feet (5,000'). A.C.A. §23-47-702(d)(5)(A).

In re Permit, 2017 Vt Super 062601, 12-2-17 Vtec (Jun 26, 2017) considered "immediate neighborhood" in the context of whether a party had a right to complain about a proposed use. The court noted that "whether a party is in the immediate neighborhood of a proposed use is considered on a case-by-case basis by considering 'the physical environment surrounding the project and the nexus between the project, the potential party, and the potential' party's property." *Id* at 3 (citations omitted). Relevant factors include the distance, physical characteristics of the landscape between the two properties and the similarities or differences between the areas in which the properties are located. *Id*. The court found that a property 0.25 miles away from the subject property that shared a residential character was considered to be within the immediate neighborhood. *Id*.

In *Maurer v. Austin Square, Inc.*, 221 N.E.2d 725, 9 Ohio Misc. 49 (Ohio Ct. Com. Pl. 1965) the court found that a proposed multi-million dollar department store could not be allowed in a zone intended for businesses "'serving the ordinary needs of the immediate neighborhood and which does not attract large volumes of traffic', and 'devoted to supplying neighborhood needs', (citation omitted) because the proposed use would depreciate surrounding residential property values from 10 to 25% and attract large volumes of traffic. *Id*. at 57. Unlike the proposed use in Maurer, the activities of Micah 6:8 Mission are not changing traffic and there is no indication that property values are impacted. In fact, Ms. Robertson has likely increased surrounding property values by restoring what was previously a rundown, varmint-infested house into a useful building.

**Figure 1: Map of Portie Town (circled in purple) from Google Maps
(618 W. Verdine shown in red)**



Robertson Appeal of BZA Nov. 20, 2023 Decision, Page 6 of 13

3.2. The City of Sulphur's process for determining what land uses are allowed is vague and arbitrary.

The Aug. 16, 2023 land use certification did not give a clear reason for the denial of the application or explain how it would be incompatible with "Neighborhood Commercial." It simply said, "Without knowing the magnitude, several of the above activities have potential to be injurious to the surrounding neighborhood, of which are only suited for Business Land Use District." It did not identify which of the activities would only be suited for the Business Land Use District. It did not explain how Micah 6:8 Mission could amend the application to comply. Nor did Mr. Abrahams explain the reasoning during the Aug. 21, 2023 meeting with Ms. Robertson. As such, the determination was vague.

BZA did not offer a clear basis for the denial. The Presiding Commissioner admitted that she felt very underqualified to discuss the topic, while the only other Commissioner who offered any comments said that his mind was made up and wasn't going to discuss his reasons. The only apparent basis for denial seems to be the concern from the City Attorney that more than 51% of those served by the activities taking place on the property were not from the immediate neighborhood, but Commissioner D'Arby indicated that he had no interest in clarifying who was actually using the services.

In general, the basis for decisions of the Land Use Administrator and Commission are unclear. While Appendix B, Article IV, Part 2, Section 1(1-3) clearly outline the steps that lead up to a decision in terms of the submission of an application and notice of a hearing, Section 1(4) does not explain the criteria for making a decision or what discretion the Administrator or Commission may have to permit or deny an application. Rather, Section 1(4) simply says, "Action By Decision Making Body. The final decision making body in any zoning issue shall be the Sulphur City Council." Section 2 (Land use certificate) offers no additional insight on what may be considered in issuing a Land Use Certificate or at what point in the decision-making process it is issued.²

² "(1) Authority and Purpose. In order to ensure that all proposed development, including development permitted as of right, complies with the terms of this ordinance and to provide a mechanism for rendering interpretations of the provisions of this ordinance, the Administrator is authorized to certify that a proposed development or application is in compliance with this ordinance, consequently a land use certificate may be obtained from the

The inability of Mr. Abrahams and BZC to state a clear basis for the decision suggests that it was simply arbitrary, without clear grounding in the Sulphur Code. In *Bevilacqua Co. v. Lundberg* (Massachusetts Trial Court Land Court Department, 2020), the court struck down a similarly arbitrary decision where a city sought to limit a housing development by claiming it was not consistent with the immediate neighborhood. The court found the City Council's adoption of a 300- foot radius around the property as the definition of the "neighborhood" imposed an artificially narrow boundary and ignored the physical nature of the neighborhood surrounding the property (which was primarily not single-family housing).

The arbitrary decision in the instant case violates the due process rights of Ms. Robertson and Micah 6:8 Mission. Article I, Section 2 of the Louisiana Constitution provides "No person shall be deprived of life, liberty, or property, except by due process of law." In this case, Ms. Robertson and Micah 6:8 Mission are being deprived of the liberty to carry out the goals of Micah 6:8 Mission and the intended use for property at 618 W. Verdine. Because the process leading up to the Land Use Certification was vague and confusing, both in terms of the language in Appendix B of the Sulphur Code and conflicting statements made by City Officials, Ms. Robertson and Micah 6:8 Mission were denied due process. "The due process clause of the Louisiana Constitution ... demand[s] that words and phrases employed in statutes or regulations may not be so vague and indefinite that any penalty prescribed for their violation constitutes the taking of liberty or property without due process of law."

3.3. The City has engaged in a pattern of misinformation regarding code requirements to discourage the proposal without cause.

In the course of the nine months since the City first began interfering with Ms. Robertson and Micah 6:8 Mission's enjoyment of their property, the City has repeatedly misinformed Ms. Robertson regarding code requirements, as follows:

1. The City initially told Ms. Robertson that the minimum setback for having a neighborhood commercial was 50 ft. Yet City of Sulphur

Administrator upon submission of the application identifying the location, character, magnitude and intent of the proposed use."

ordinance App. B Art IV, Part 3, Sec. 2 clearly states the setback is 30 ft.

2. The City told Ms. Robertson that Micah 6:8 needed a business license. Yet Ch. 20, Art. II, Sec. 20-36(c) clearly says that nonprofit entities are exempt from occupational license taxes, and (e) says ministers of religion "shall be exempted from any provisions of this article" on business licenses. At some point in time, the City stopped insisting that Micah 6:8 Mission get a business license.
3. The City told Ms. Robertson that products or services had to be sold for a property to be considered Neighborhood Commercial. But nothing in the definition in Art. II, Sec. 2 requires sales: "Neighborhood Commercial. A commercial use providing products and services primarily intended for the use or consumption of inhabitants of the immediate neighborhood."
4. The City told Ms. Robertson that she needed a permit for the fence at 618 W. Verdine St. Yet nothing in the Code refers to the need to obtain a permit for a fence. Rather, App. B, Art II, Part 4, Section 3. (Accessory uses) clearly contemplates the installation of fences as an accessory use: "(1) Accessory uses are permitted in any land use district in connection with any principal use lawfully existing within such district provided that all development regulations are met.(2)Development Standards.(a)All detached accessory structures and uses in any residential district, other than fences, shall be located in the rear or side yard of the residential unit."

The misinformation continued at the BZA hearing, with Commissioner D'Arby's statement regarding arbitrary time limits for presenting the case and Clerk Blanchard's statement that those who signed the letter of support had to be owners rather than renters.

The misinformation relayed by City Officials was designed to discourage Ms. Robertson from going forward with the intended uses of 618 W. Verdine St. for Micah 6:8 Mission. This reflect either gross negligence or a deliberate intent to deprive Ms. Robertson and Micah 6:8 Mission of rights guaranteed to residents under the Sulphur Code, and to citizens of Louisiana that deserve due process in conducting business with the City.

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3.4. The City has engaged in a pattern of discrimination toward Ms. Robertson and Micah 6:8.

Micah 6:8 provides a number of the same services to low-income neighborhoodsneighborhoods as Sulphur Christian Community Coalition or SC3, which is doing business as a nonprofit in a Mixed Use zone (501 E. Burton, Sulphur, LA 70663). As noted on their website, SC3 offers many services offered by Micah 6:8 Mission, including giving out food, providing clothing, and many more not provided by Micah 6:8 Mission, such as providing washers, dryers, and showers for the homeless. SC3 is surrounded by residential homes. Their traffic is high. Their building is used as a church despite the fact that it sits on less than one acre. Yet there has been no City opposition to their doing business—no effort to enforce the one-acre requirement or curtail uses allowed for Neighborhood Commercial businesses. In fact, the recent laundry expansion was promoted on the City of Sulphur Face Book page.³

The owner across the street from 618 W. Verdine sells cars and automobile customization services and repairs 4-wheelers. There are many vehicles coming and going and always several cars in the driveway, which is narrow. The owner does not officially operate a "business" and the City has not sought to enforce the Code against him.

Not allowing the intended uses on 618 W. Verdine while allowing a substantially similar use in the same neighborhood and an auto-repair shop is discriminatory and arbitrary. Further, the City's effort to remove the Neighborhood Commercial designation from the Mixed Residential ordinances (once it became clear that Micah 6:8 Mission clearly fell within the definition of Neighborhood Commercial) is discriminatory. It did not serve any valid police power, such as reducing traffic, since the businesses allowed to remain generate more traffic than Micah 6:8 Mission.

Louisiana Constitution Article I, Section 3, provides that no person shall be denied the equal protection of the laws and that no law shall "arbitrarily, capriciously, or unreasonably discriminate against a person because of birth, age, sex, culture, physical condition, or political ideas or affiliations." See La. Dep't of Justice v. Edwards, 233 So.3d 76 (La. App. 2017). Further, "a municipality must abide by its own zoning ordinances and apply them consistently ... 'looking at each situation on a purely ad hoc political

³ <https://www.facebook.com/profile/100064365172802/search/?q=laundry>

basis.'..." GBT Realty Corp. v. City of Shreveport, 180 So.3d 458 (La. App. 2015), citing "WRW Properties, LLC v. City of Shreveport, 47,657 (La.App.2d Cir.1/16/13), 112 So.3d 279." See also Racetrac Petroleum, Inc. v. City of Shreveport, No. 45,120-CA, No. 526,675 (La. App. Jul 21, 2010) (finding the city's action arbitrary because RaceTrac was being treated in a non-uniform matter to other similarly situated businesses within the City).

The City has been discriminating against a business led by a well-spoken female (Ms. Robertson) whose political views and compassion for the unhoused differ from others. By seeking to enforce the Code against Ms. Robertson and Micah 6:8 Mission and turning a blind eye to other properties violating the Code, the City denies Ms. Robertson and Micah 6:8 Mission equal protection of the law.

3.5. The City of Sulphur's constriction of Micah 6:8's property rights is an unlawful, uncompensated taking.

The activities taking place at 618 W. Verdine prior to the code change designed to restrict them were lawful uses, and as such, should be treated as nonconforming uses under the Sulphur Code. As explained in Appendix B-IV-2-4 (Nonconformities), nonconformities are "uses, lots, and structures lawfully established prior to the effective date of this ordinance and which have not obtained special exception status under the provisions of Article III, Part 2, Section 4." Further, "Nonconforming uses, structures and lots of record may continue in accordance with the provisions of this Section" *id.*, cf App. B-I-3-3. Requiring that these nonconforming activities cease—in the absence of a change in use or the loss or remodeling of 50% of the property in accordance with B-IV-2-4—would be an uncompensated taking.

"The permitted continuation of a nonconforming use is designed to avoid the hardship, injustice and doubtful constitutionality of compelling the immediate removal of objectionable buildings and uses already in the area." *Redfearn v. Creppel*, 455 So.2d 1356 (La. 1984). In the absence of a substantial relation to public health, safety, morals, or general welfare, it would be arbitrary and unreasonable to disturb a nonconforming use that was lawfully exercised prior to the ordinance. See *Jeanie's Trucking, LLC v. Jefferson Davis Parish Police Jury*, 10-589 (La. App. Dec 08, 2010).

A government decision regulating a landowner's use of his property offends substantive due process if the government action is clearly arbitrary and unreasonable, having no substantial relation to the public health, safety, morals, or general welfare. *Standard Materials, Inc. v. City of Slidell*, 96-

0684 (La. App. 1st Cir. 9/23/97), 700 So.2d 975, 986. Cf. *FM Properties Operating Company v. City of Austin*, 93 F.3d 167, 174 (5th Cir.1996), citing *Village of Euclid v. Ambler Realty Company*, 272 U.S. at 395, 47 S.Ct. at 121. "The Federal Due Process Clause as well as our own State Constitution prohibit a governmental entity from applying zoning classifications which effect a taking where the governmental decision is clearly arbitrary and capricious." *Church v. St. Charles Parish*, 767 So.2d 913 (La. App. 2000) (citing U.S.C.A. Const. Amend. 14; La. Const. Art 1, § 2). See also *East First Street, L.L.C. v. Board of Adjustments and City of Thibodaux*, No. 2006 CA 0067 (La. App. 2/9/2007), No. 2006 CA 0067. (La. App. Feb 09, 2007) ("Actions taken under comprehensive land use regulatory ordinances are violative of due process, therefore illegal, if they are arbitrary, capricious, and unreasonable.").

Article I, section 4(B) of the Louisiana Constitution provides authority for inverse condemnation claims. *Suire v. Lafayette City-Parish Consolidated Government*, 2004-1459 (La.4/12/05), 907 So.2d 37, 60. One aim of article I, sec. 4 was to assure that the State and its subdivisions compensate owners for any taking or damaging of their rights with respect to things as well as for any taking or damaging of the objects of those rights. *State, Department of Transportation and Development v. Chambers Investment Company, Inc.*, 595 So.2d 598, 602 (La. 1992). An example of an inverse condemnation arises in *Rivet v. State*, 680 So. 2d 1154, 1156 (La. 1996), where the trial court found inverse condemnation had occurred by virtue of the Department of Transportation's denial of a permit for driveway access from a landowner's tract onto Airline Highway and rendered judgment in favor of the owner in the amount of \$3,099,264.00.

In this case, the entire reason for the purchase of the property at 618 W. Verdine was to provide services for the local neighborhood residents, many of whom do not have vehicles to go elsewhere. Ms. Robertson and Micah 6:8 Mission (which is renting the property from Ms. Robertson) would have no enjoyment of, and indeed, no use for the property, if they could not carry out the activities it anticipated being allowable through the Neighborhood Commercial designation. The denial of the ability to carry out such activities destroys much of the value of the property for Micah 6:8 Mission and is thus inverse condemnation and a taking.

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4. Conclusion

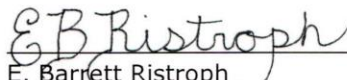
City officials have thus far engaged in a pattern of vague, arbitrary, and discriminatory conduct towards Ms. Robertson and Micah 6:8 Mission by repeatedly seeking to disturb activities that were lawful and in conformance with zoning ordinances at the time the activities began, while turning a blind eye to clear violations in the neighborhood. Plaintiffs have provided evidence that the activities taking place on the property serve primarily (e.g., 51%, as stated by Mr. Loftin at the November 20, 2023 hearing) of the immediate neighborhood (Portie Town).

When it became apparent that there was no basis to prevent the activities at 618 W. Verdine, City officials changed the ordinance in an effort to end the activities of Micah 6:8 Mission. But the ordinance change simply rendered the activities to be a nonconforming use, which must be allowed to continue under the Sulphur Code.

At the November 20, 2023, BZA arbitrarily imposed additional requirements that have no basis in the code, such as requiring signatories of a support letter to be owners. One commissioner indicated that they were not qualified to make a decision, while another indicated that their mind was already made up. This led to an arbitrary decision grounded on vague reasoning that denied Ms. Robertson and Micah 6:8 Mission the ability to carry out the *raison d'être* for buying and restoring 618 W. Verdine St, thereby resulting in an uncompensated taking.

The City Council has the chance to reverse this poorly reasoned decision and reverse a pattern of actions that set a poor precedent for others that want to conduct legitimate business in Sulphur. The City Council should thus reverse BZA's November 20, 2023 decision, nullify the Aug. 16, 2023 land use certification and affirm that the intended uses of Micah 6:8 Mission at 618 W. Verdine are consistent with the Neighborhood Commercial designation were allowed in the Mixed Use District at the time they began, and should be allowed to continue as a nonconformity under Sulphur Code App. B-IV-2-Section 4.

Submitted December 4, 2023


E. Barrett Ristroph
Attorney for Micah 6:8 Mission
LA Bar # 29,399

ORDINANCE NO. M-C SERIES AS AMENDED

ORDINANCE GRANTING A REZONE TO SHANNON CARROLL, 1516
LEBLANC STREET, FROM RESIDENTIAL TO MIXED RESIDENTIAL TO
ALLOW FOR THE CONTINUANCE OF A MOBILE HOME ON THE
PROPERTY.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a rezone to Shannon Carroll, 1516 LeBlanc Street, from Residential to Mixed Residential to allow for the continuance of a mobile home on the property for the following described property:

COMMENCING 688.3 FEET EAST OF THE NORTHWEST CORNER OF LOT
70 OF THIRD SUBDIVISION SULPHUR FARMS, IN SECTION 2,
TOWNSHIP 10 SOUTH, RANGE 10 WEST, CALCASIEU PARISH,
LOUISIANA; THENCE EAST 59.0 FEET; THENCE SOUTH 174.9 FEET;
THENCE WEST 59.0 FEET; THENCE NORTH 174.9 FEET TO THE POINT
OF COMMENCEMENT.

BE IT FURTHER ORDAINED that the following stipulation shall be placed on the property:

- If said property is not occupied for one (1) year, zoning shall revert back to residential land use district.

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

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

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

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

BE IT FURTHER ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a rezone to Shannon Carroll, 1516 LeBlanc Street, from Residential to Mixed Residential to allow for the continuance of a mobile home on the property with the above stipulation.

APPROVED AND ADOPTED by
the City Council of the
City of Sulphur, Louisiana, on this _____
day of _____, 2023.

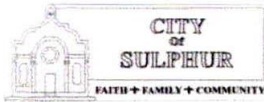
DRU ELLENDER, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2023, 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 _____,
2023, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk



CITY OF SULPHUR

APPLICATION FOR

DEVELOPMENT APPROVAL

Date Received

9-21-23

\$50.00 Fee (Non-Refundable)

(Exact cash or check only)

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

PRINT NAME Shannon Carroll DATE 9-21-23

PROPERTY OWNER INFORMATION

Name of Property Owner

Shannon Carroll

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

Mailing Address:

PO Box 127416

City:

Lake Charles

State:

LA

Email:

carrollsw4@yahoo.com

Physical Address:

4877 Gouds Ferry Rd.

City:

Lake Charles

State:

LA

Phone Number (H)

337-513-9599

(W)

70615

(C)

PROPERTY INFORMATION

Location Address:

1516 LeBlanc Sulphur, LA

Present Zoned Classification:

Residential

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

See attached

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

YES

NO

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

INITIAL

SC

REQUEST INFORMATION

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

NAME OF SUBDIVISION

Zoning Change: From

Residential

To

Mixed Residential

Purpose of Request:

mobile home currently on property wish to continue & replace if mobile home moves out.

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

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

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

Applicant Signature:

Shannon Carroll

Date:

9-21-23

1. Is site located within the City Limits?

Yes

☒

No

☐

N/A

☐

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

☐☒☐

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

☒☐☐

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

☒☐☐

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

☒☐☐

6. Is property within a designated flood hazard area?

☐☒☐

Flood zone classification _____ bfe _____ ft.



MEMORANDUM

To: Board of Zoning and Land Use Commission
From: Austin Abrahams *AA*
Public Works Director, Land Use Administrator
cc: Arlene Blanchard, Mayor Mike Danahay
Date: 10/13/2023
RE: LU - 2. Rezone of 1516 LeBlanc Street from Residential to Mixed Residential

Summary of Recommendation:

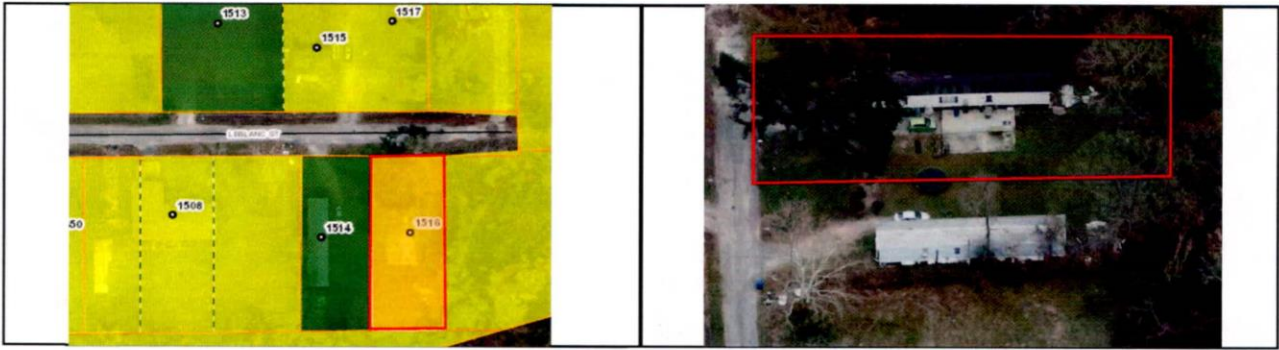
A recommendation in support of the rezone cannot be given as this is technically a spot zone.

Application:

Requested rezone to Shannon Carroll of Venture Rentals Inc., 1516 LeBlanc Street, from Residential to Mixed Residential to allow for the continuance of a mobile home on the property.

Situation:

The address in question is currently classified as Residential Land Use. The majority of the surrounding properties are zoned Residential with the exception of two spot zones as shown in the picture below. The lot is legal non-conforming due to mobile homes not allowed in Residential Land Use district, but existed prior to adoption of zoning.





Findings:

In accordance with Article III, Part 2, Section 5(3) of the Land Use Ordinance the application has been reviewed. The following findings are offered for your consideration:

1. Application appear substantially complete
2. The considered area is bordered by land zoned as residential and a mixed residential spot zone.

Recommendation:

Based on the above findings, a recommendation cannot be given.

The following stipulations are suggested:

1. If property is not occupied for 1 year, zoning should revert back to Residential Land Use.





ORDINANCE NO. M-C SERIES

ORDINANCE GRANTING A REZONE TO LEE MARSALISE, 102
LOUISIANA AVENUE, FROM RESIDENTIAL TO BUSINESS TO ALLOW
FOR AN OFFICE.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a rezone to Lee Marsalise, 102 Louisiana Avenue, from Residential to Business to allow for an office for the following described property:

LOT 40 BLK 3 WEST POINT SUB

BE IT FURTHER RESOLVED that the following stipulations be placed on said property:

- That whenever an existing residential use is bounded by a less restricted use, the proposed use will install a six (6) foot tall buffer constructed of wood or brick masonry. Furthermore, a twenty (20) foot buffer width will also be maintained that will be void of any parking apron, construction, accessory use, etc. The bufferyard is to remain free, clear and open of any obstruction.
- Approval is contingent upon ingress/egress from Beglis Parkway.

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

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

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

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

BE IT FURTHER ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a rezone to Lee Marsalise, 102 Louisiana Avenue, from Residential to Business to allow for an office with the above stipulations.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2023.

DRU ELLENDER, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2023, 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 _____,
2023, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk



CITY OF SULPHUR
APPLICATION FOR
DEVELOPMENT APPROVAL

Date Received 9-14-23

\$50.00 Fee (Non-Refundable) pd.

AD
(Exact cash or check only)

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

PRINT NAME _____ DATE _____

PROPERTY OWNER INFORMATION

Name of Property Owner LEE S. MARSALE
(Owner must provide proof of ownership such as property tax record or recorded deed)
Mailing Address: 110 Raymond Ave City: Wadley State: GA Email: Valiantcorp@yahoo.com
Physical Address: _____ City: _____ State: _____
Phone Number (H) 331-523-1204 (W) 331-462-3405 (C) 331-884-2818

PROPERTY INFORMATION

Location Address: 102 Louisiana Ave Sulphur LA 70663
Present Zoned Classification: Residential

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

lot 40 blk 3 west point sub imp/05/08 REPZ-Abm

DO YOU CURRENTLY HAVE ANY PENDING VIOLATION WITH ANY ORDINANCE OF THE CITY OF SULPHUR YES NO

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

INITIAL fm

REQUEST INFORMATION

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

NAME OF SUBDIVISION west point

Zoning Change: From Residential To OFFICE, BUSINESS

Purpose of Request: RE build to OFFICE

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

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

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

Applicant Signature: Lee Marsale Date: 09/08/2023

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



MEMORANDUM

To: Board of Zoning and Land Use Commission
From: Austin Abrahams *AA*
Public Works Director, Land Use Administrator
cc: Arlene Blanchard, Mayor Mike Danahay
Date: 10/13/2023
RE: LU - 1. Rezone at 102 Louisiana Avenue from Residential to Business

Summary of Recommendation:

Contingent upon the lack of objection from the residents in the neighborhood, no objection is offered to the requested rezone.

Application:

Requested a rezone to Lee Marsalise, 102 Louisiana Avenue, from Residential to Business to allow for an office.

Situation:

The address in question is currently classified as Residential Land Use, with properties adjacent to the site primarily residential in nature. The application represents that a stock brokerage office is to be developed. Business Land Use would allow for this establishment. Prior requests to rezone from Residential in this area have failed due to public objections. The City's Master Plan anticipate a commercial land use for the corridor along Beglis Parkway.





Findings:

In accordance with Article III, Part 2, Section 5(3) of the Land Use Ordinance the application has been reviewed. The following findings are offered for your consideration:

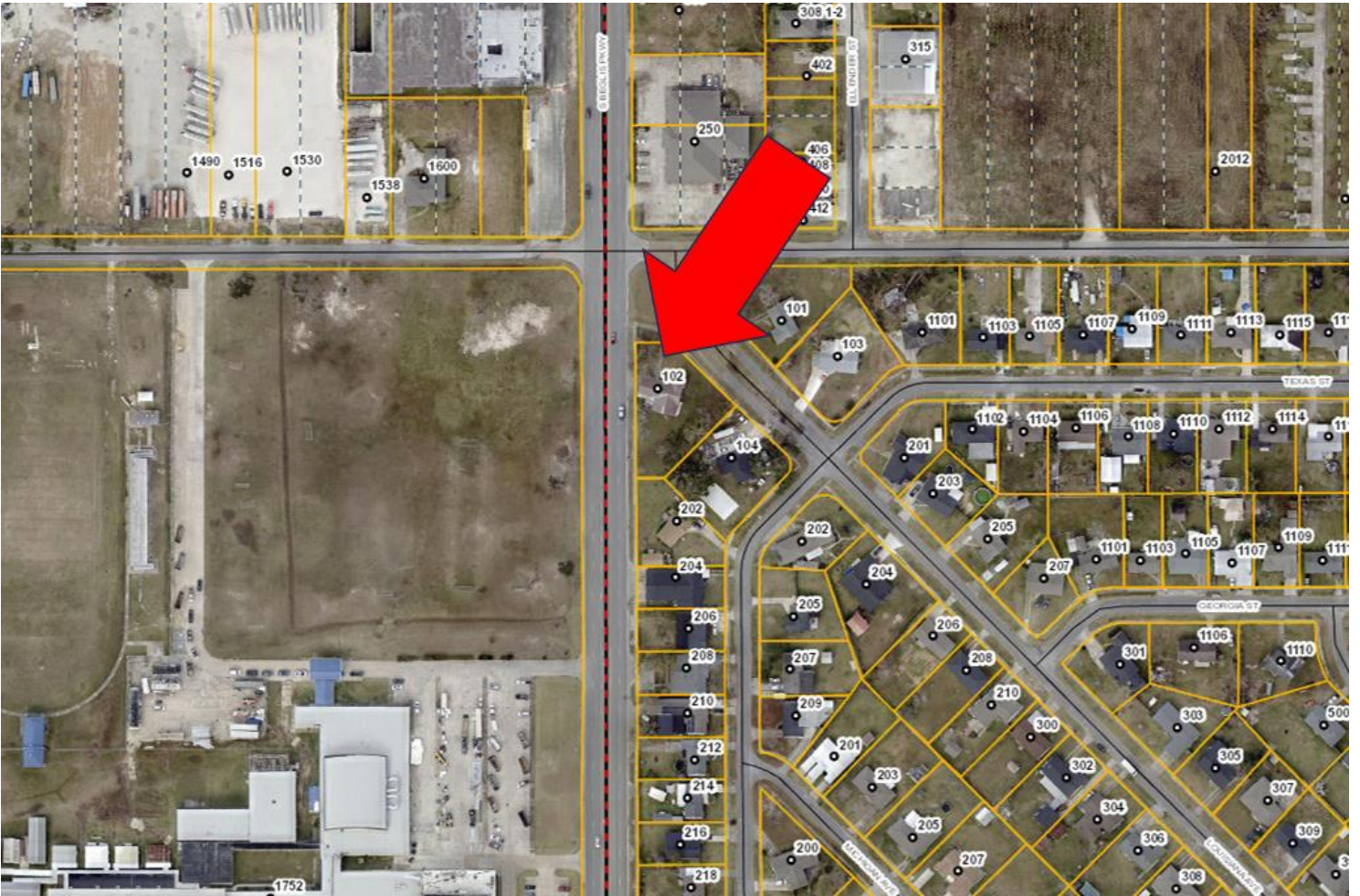
1. The considered area is bordered by land zoned as Residential and Business land uses.
- 2.

Recommendation:

Based on the above findings, no objection is offered to the requested rezone.

The following stipulations are suggested:

1. Access to remain via Beglis Parkway and adhere to buffer yard requirements.







RESOLUTION NO. _____, M-C SERIES

RESOLUTION GRANTING A VARIANCE TO RONNIE HOSSAIN, 1507 WEEKLY ROAD, TO ALLOW FOR A 480 SQ. FT. MOBILE HOME RATHER THAN THE REQUIRED 600 SQ. FT.

WHEREAS, in accordance with Chapter 14, Section 5 of the Code of Ordinances of the City of Sulphur, each mobile/manufactured home shall be a minimum size of six hundred (600) square feet; and

WHEREAS, applicant is requesting a variance to allow for the mobile/manufactured home to be 480 square feet rather than the required 600 square feet; and

WHEREAS, the following described property located in the City of Sulphur, State of Louisiana, is owned by Ronnie Hossain, 1507 Weekly Road, Sulphur, Louisiana 70663, to-wit:

LOT 9 OF EARL PERKINS SUB OF LOTS 67 & 68 THIRD SUB OF
SUL FARMS

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

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

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

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

BE IT FURTHER RESOLVED that a variance be granted to Ronnie Hossain, 1507 Weekly Road, to allow for a 480 sq. ft. mobile home rather than the required 600 sq. ft.

APPROVED AND ADOPTED by the
City Council of the City of Sulphur on this
_____ day of _____, 2023.

DRU ELLENDER, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk



CITY OF SULPHUR
APPLICATION FOR
DEVELOPMENT APPROVAL - VARIANCE

Date Received _____ \$50.00 Fee (Non-Refundable) pd. SB
(Exact cash or check only)

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

Print Name _____ Date _____

PROPERTY OWNER INFORMATION

Name of Property Owner RONNIE HOSSAIN

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

Mailing Address: 1507 WEEKLY ROAD City: SULPHUR State: LA Email: ronniehossain@yahoo.com

Physical Address: 1507 WEEKLY ROAD City: SULPHUR State: LA

Phone Number (H) _____ (W) _____ (C) 337-853-3939

PROPERTY INFORMATION

Location Address: 1507 WEEKLY ROAD, SULPHUR, LA 70663

Present Zoned Classification: RESIDENTIAL

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

LOT 9 OF EARL PERKINS SUB OF LOTS 67 & 68 THIRD SUB OF SUL FARMS.

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

YES ☐ NO ☒

YOU, OR A REPRESENTATIVE, MUST ATTEND THE SCHEDULED MEETING

INITIAL RH

VARIANCE REQUEST INFORMATION

Purpose of Variance Request: 8' X 60' BACKYARD ONE BEDROOM

MOBILE HOME 480 sq. ft.

Trying to get more money from Restore La. so he can finish reconstructing his home. Living in mobile home is temporary.

How did you find out you needed a variance? RED STICKER.

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

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

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

Applicant Signature: Ronnie Hossain Date: 07/24/2023.

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



Living in FEMA mobile home since Hurricane Laura

Lived in mobile home after Hurricane Rita destroyed his home in 2005. Now a storage unit





**RESTORE
LOUISIANA**
Homeowner Assistance Program

Rob Eveland
Office: 225-831-2684
Email: Rob.Eveland@restore-la.org
restore.la.gov

From: Jackie Callender
Sent: Monday, January 23, 2023 9:46:11 AM
To: Rob Eveland (RestoreLa)
Subject: FW: 1507 Weekly Road

Rob,

Please observe the 2nd page where the highlighted portion shows that he cannot have a manufactured home or mobile home placed on the property.

Thanks,



**RESTORE
LOUISIANA**

Jackie Callender Jr
Case Manager II
225-251-6899
Email: jackie.callender@restore-la.org
www.restore.la.gov

From: Ronnie Hossain <ronniehossain@yahoo.com>
Sent: Thursday, January 19, 2023 1:10 PM
To: Jackie Callender <Jackie.Callender@restore-la.org>
Subject: Fw: 1507 Weekly Road

EXTERNAL EMAIL: Please do not click on links or attachments unless you know the content is safe.

Good evening Mr. Jackie. Hope you are well. Please check attached e-mail that I received from Ms. Arlene where she highlighted with asterisk on restrictions on mobile homes.

Thank you and have wonderful day.

Ronnie
Restore ID: 200408

— Forwarded Message —

From: Arlene Blanchard <ablanchard@sulphur.org>
To: ronniehossain@yahoo.com <ronniehossain@yahoo.com>
Sent: Thursday, January 19, 2023 at 10:19:25 AM CST
Subject: FW: 1507 Weekly Road

From: Arlene Blanchard
Sent: Wednesday, January 18, 2023 1:30 PM
To: ronniehossain@yahoo.com
Subject: 1507 Weekly Road

Please see attached.

Arlene Blanchard

Restore LA - Account #: 200408

From: Jackie Callender (jackie.callender@restore-la.org)

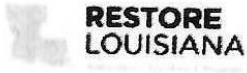
To: ronniehossain@yahoo.com

Date: Wednesday, February 1, 2023 at 12:05 PM CST

Good afternoon Mr Hossain,

I have spoken with my supervisor who advised I need to obtain your contractor's license, blueprints for the home, and all associated construction costs. Please provide as soon as possible so that I can forward to my supervisor.

Thank you,



Jackie Callender Jr

Case Manager II
225-251-6899

Email: jackie.callender@restore-la.org

www.restore.la.gov

FW: 1507 Weekly Road

From: Jackie Callender (jackie.callender@restore-la.org)

To: ronniehossain@yahoo.com

Date: Wednesday, February 1, 2023 at 12:19 PM CST

I am forwarding this e-mail to you from my supervisor. This is a screenshot of the policy stating it must be a newly constructed stick-built home. When I explained to him that you do not have a contractor and that you are looking for assistance with the completion of the existing stick-built structure on your property, he sent this policy for me to send to you.

Thank you,



Jackie Callender Jr
Case Manager II
225-251-6899
Email: jackie.callender@restore-la.org
www.restore.la.gov

From: Rob Eveland (RestoreLa) <Rob.Eveland@restore-la.org>

Sent: Wednesday, February 1, 2023 11:44 AM

To: Jackie Callender <Jackie.Callender@restore-la.org>

Subject: Re: 1507 Weekly Road

Jackie,

Per policy, it states a new stick-built single-family home. It is clipped below.

D) MHU TO STICK-BUILT REPLACEMENT

If an applicant chooses to replace his/her damaged MHU with a new stick- built single-family home on the same site as his/her damaged manufactured home or on new land outside of a Special Flood Hazard Area (SFHA), the maximum Program allowance will be determined by the classification of the original damaged MHU. A damaged singlewide MHU will yield a maximum Program allowance of \$85,000.00. A damaged doublewide MHU will yield a maximum Program allowance of \$120,000.00. The maximum Program allowance will be reduced by any duplication of benefit. An applicant's actual award will be adjusted to the lesser of the actual cost of the replacement stick-built single-family structure in lieu of an MHU or the applicant's eligible award, less any duplication of benefit. The applicant must provide proof of construction cost for the new construction stick-built home prior to closing.

Does Mr. Hossain have a signed contract with a licensed contractor? We have nothing to quantify the work he is wanting to do as well to see if we can even try to help. See the last line of the policy. The applicant must provide proof of construction cost for the **new construction stick-built home** prior to closing.

Please

Thank you for your help.

Regards,

Ronnie H.

On Tuesday, February 14, 2023 at 12:02:30 PM CST, Jackie Callender <jackie.callender@restore-la.org> wrote:

Good morning Mr. Hossain,

We go based on what FEMA has told us the money was for. According to FEMA you received \$19,583.86 for Hurricane Laura and \$1,369.26 for Hurricane Delta and these figures are based off of the amount awarded for the structure. If you do not agree with this, you will have to provide a document from FEMA specifically stating that amount was not awarded for the structure. As far as estimates, the program will not accept this as estimates, you will have to get an official estimate from the contractors in question, as well as, invoices and proof of payment for any services performed already. My supervisor cannot get upper management to consider what you are trying to do unless we have official documents. Also, remember, the project has to be paid for prior to the program awarding funds to reimburse you.

Thank you,



Jackie Callender Jr

Case Manager II

225-251-6899

Email: jackie.callender@restore-la.org

www.restore-la.org

www.restore-la.gov

From: Ronnie Hossain <ronniehossain@yahoo.com>

Sent: Monday, February 13, 2023 11:41 PM

To: Jackie Callender <Jackie.Callender@restore-la.org>

Subject: Ref: Restore ID: 200408

EXTERNAL EMAIL: Please do not click on links or attachments unless you know the content is safe.

Mr. Jackie,

Good morning. It was a pleasure speaking with you two weeks ago regarding my case. Restore LA deducted all the amount that I received from FEMA without taking into considerations of things that was given to me for personal loses and reimbursements. FEMA's whole amount given was not for home repairs only.

Following is the list with amount given to me for personal loses and reimbursements for hotel stay that should not be deducted.

1. Misc. Item (Home Furnishings) - 628.99
2. Rental assistance (Hotel stay) -1326.00
3. Personal Properties (Clothes) - 439.72

RE: Restore ID: 200408

From: Jackie Callender (jackie.callender@restore-la.org)

To: ronniehossain@yahoo.com

Date: Tuesday, February 14, 2023 at 04:02 PM CST

FEMA's money is a benefit, there is no way of getting around it. Those funds were specifically given to you for the home. We can use money spent on repairs to reduce your duplication of benefits (DOB) and if the invoices/receipts and proof of payment equal to the total of your DOB, then we can completely offset your DOB, which would allow you to use the entire grant award. Tools and supplies do not count as an eligible offset of the DOB. Unless FEMA provided a document stating the \$19,583.86 from Laura and \$1,369.26 from Delta was not all given to you for the structure, your DOB will remain the same. These are figures that FEMA provided to the program in regards to the structure of the home. As far as your invoices/receipts, I see you did provide copies of cancelled checks, however, we still need proof of payment for the invoices/receipts that were paid with a debit card or credit card. You will have to provide the bank statement or credit card statement showing those transactions.

Thank you,



Jackie Callender Jr

Case Manager II

225-251-6899

Email: jackie.callender@restore-la.org

www.restore.la.gov

www.restore.la.gov

From: Ronnie Hossain <ronniehossain@yahoo.com>

Sent: Tuesday, February 14, 2023 1:22 PM

To: Jackie Callender <Jackie.Callender@restore-la.org>

Subject: Re: Restore ID: 200408

EXTERNAL EMAIL: Please do not click on links or attachments unless you know the content is safe.

Mr. Jackie,

Thank you for the quick response. I will send you estimates as soon as possible. In the meantime, I requested FEMA to send me hard copies of grant letters so I can scan them and forwards them to you. I already submitted and uploaded invoices and bills that I used for roof repair and mobile home repair works where I used FEMA money and also used some borrowed money. The money I spent on mobile home by the direction of FEMA agents should not be deducted because we didn't get any benefits out of it. That is solely FEMA's fault. Also, I think Restore policies let you have the funding provided you spend them for repairs only as long contractors and prices are approved. Best way should be Restore pays the contractor directly where I will not have any hands on the grants.

ORDINANCE NO. _____, M-C SERIES AS AMENDED

**ORDINANCE CREATING THE POSITION OF DEPUTY CHIEF OF POLICE
ON A COMPETITIVE BASIS.**

WHEREAS, pursuant to Act No. 748 of 2010, codified as Louisiana Revised Statutes 33:2481.4, governing authorities, including the City of Sulphur, may create the position of Deputy Chief of Police, pursuant to the provisions thereof, which position shall be filled on a competitive basis from a list of eligibles provided for therein, and the right of selection, appointment, supervision and discharge of such position shall be vested in the Police Chief, subject to the approval of the appointing authority.

The competitive position of Deputy Chief of Police is hereby created and established as a competitive position within the police department in accordance with Louisiana Revised Statutes 33:2481.4 and 33:2541.1.

Duties and Responsibilities of Deputy Chief of Police

The primary duty and responsibility of the Deputy Chief of Police is assisting the Police Chief in the management and administration of the overall function and operations of the police department. The Deputy Chief of Police is responsible for the enforcement of state and municipal laws, regulations and ordinances. Employees in this position perform law enforcement duties which may include administrative or specialized support functions to enhance or maintain the effectiveness and/or efficiency of the Sulphur Police Department. The Deputy Chief of Police performs the duties of the Police Chief in the Chief's absence. The Deputy Chief of Police assists the Police Chief in the planning and development of departmental operations; participates in the personnel management function; and oversees the maintenance of departmental records and reports.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana on this
_____ day of _____, 2023.

DRU ELLENDER, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2023, 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 _____,
2023, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ORDINANCE NO. M-C SERIES

ORDINANCE AUTHORIZING MAYOR MIKE DANAHAAY TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE CALCASIEU PARISH POLICE JURY TO ACCEPT OWNERSHIP OF A PARCEL OF PROPERTY LOCATED AT 1521 RUBY LANE.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Mike Danahay to enter into a Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury to accept ownership of a parcel of property located at 1521 Ruby Lane.

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

APPROVED AND ADOPTED by
the City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____, 2023.

DRU ELLENDER, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this ____ day of _____, 2023, 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 _____, 2023, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE
CALCASIEU PARISH POLICE JURY
AND
THE CITY OF SULPHUR**

STATE OF LOUISIANA
PARISH OF CALCASIEU

THIS AGREEMENT is hereby made and entered into this _____ day of _____ 2023, by and between the CALCASIEU PARISH POLICE JURY, hereinafter referred to as "PARISH" or the "TRANSFEROR," a political subdivision of the State of Louisiana, represented herein by its duly authorized President, Chris E. Landry, and the CITY OF SULPHUR, hereinafter referred to as "CITY" or the "TRANSFeree," a political subdivision of the State of Louisiana, and represented herein by its duly authorized Mayor, Mike Danahay, who do declare and agree as follows:

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

WHEREAS, the PARISH is the owner, of a one hundred percent (100%) ownership interest in a property located at 1521 Ruby Lane, Sulphur, Louisiana, a parcel of land described as follows:

The West 50 feet of Lot 7 and the East 30 feet of Lot 6 of Block 3 of Rose Park No. 7, a subdivision as per plat recorded in Plat Book 17, page 38, records of Calcasieu Parish, Louisiana.

Which property has a municipal address of 1521 Ruby Lane, Sulphur, Louisiana 70663.

WHEREAS, this property was acquired pursuant to Hazard Mitigation Federal Grant number FMA-PJ-06-LA-2018-0009 and is located in the municipal boundary of the CITY;

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

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

WHEREAS, on September 12, 2023, FEMA authorized the PARISH to transfer its full ownership interest in a property located at 1521 Ruby Lane, Sulphur, Louisiana to the CITY, subject to those restrictive covenants set forth in Exhibit A.

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

The property located at 1521 Ruby Lane, Sulphur, Louisiana, situated in the Parish of Calcasieu, State of Louisiana with the following legal description:

The West 50 feet of Lot 7 and the East 30 feet of Lot 6 of Block 3 of Rose Park No. 7, a subdivision as per plat recorded in Plat Book 17, page 38, records of Calcasieu Parish, Louisiana.

Which property has a municipal address of 1521 Ruby Lane, Sulphur, Louisiana 70663.

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

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

THUS DONE AND SIGNED on the ____ day of _____ 2023, 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: _____
CHRIS E. LANDRY, PRESIDENT

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

THUS DONE AND SIGNED on the ____ day of _____ 2023,
in _____, Louisiana, and in the presence of the undersigned witnesses and Notary
Public, after a due reading of the whole.

WITNESSES:

CITY OF SULPHUR:

Witness Signature

BY: _____
MIKE DANAHAAY, MAYOR

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

EXHIBIT A

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

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

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

WHEREAS, the Calcasieu Parish Police Jury has applied for and been awarded such funding from the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) for assistance from the Federal Emergency Management Agency (FEMA) and has entered into a mitigation grant program Grant Agreement dated March 24, 2020 with FEMA and herein incorporated by reference; making it a mitigation grant program grantee.

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

WHEREAS, the Calcasieu Parish Police Jury, acting by and through the Calcasieu Parish Police Jury Officers, has applied for and been awarded federal funds pursuant to an agreement with GOHSEP dated July 8, 2020 "State-Local Agreement", and herein incorporated by reference, making it a mitigation grant program subgrantee;

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

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

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

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

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

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

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

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

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

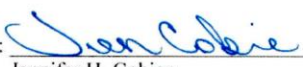
4. Enforcement. The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80,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

c. Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the State, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

CALCASIEU PARISH POLICE JURY:

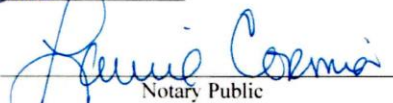
By: 
Jennifer H. Cobian
Sub-grantee's Authorized Representative

11/23/20
Date

WITNESSED BY:

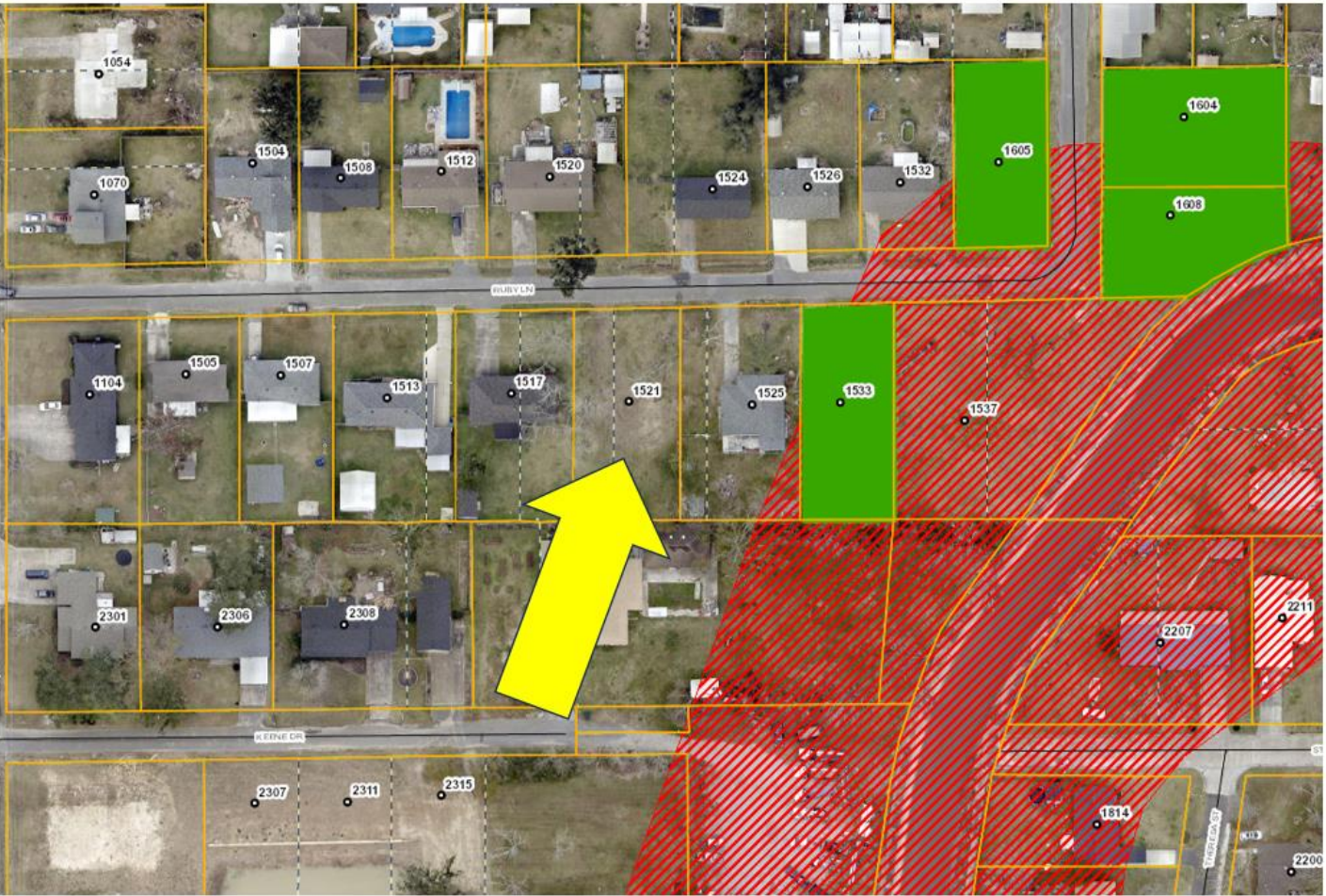
By: 
Natasha Willis

By: 
Amber Downs


Notary Public

Laurie Cormier
Notary Printed/Stamped Name
and Identification Number 40866





ORDINANCE NO. M-C SERIES

ORDINANCE AUTHORIZING MAYOR MIKE DANAHAAY TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE CALCASIEU PARISH POLICE JURY TO ACCEPT OWNERSHIP OF A PARCEL OF PROPERTY LOCATED AT 4112 TRACY CIRCLE.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Mike Danahay to enter into a Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury to accept ownership of a parcel of property located at 4112 Tracy Circle.

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

APPROVED AND ADOPTED by
the City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____, 2023.

DRU ELLENDER, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this _____ day of _____, 2023, 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 _____, 2023, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE
CALCASIEU PARISH POLICE JURY
AND
THE CITY OF SULPHUR**

STATE OF LOUISIANA
PARISH OF CALCASIEU

THIS AGREEMENT is hereby made and entered into this _____ day of _____ 2023, by and between the CALCASIEU PARISH POLICE JURY, hereinafter referred to as "PARISH" or the "TRANSFEROR," a political subdivision of the State of Louisiana, represented herein by its duly authorized President, Chris E. Landry, and the CITY OF SULPHUR, hereinafter referred to as "CITY" or the "TRANSFeree," a political subdivision of the State of Louisiana, and represented herein by its duly authorized Mayor, Mike Danahay, who do declare and agree as follows:

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

WHEREAS, the PARISH is the owner, of a one hundred percent (100%) ownership interest in a property located at 4112 Tracy Circle, Sulphur, Louisiana, a parcel of land described as follows:

Lot Eight (8) of MAPLE FORK SUBDIVISION, as per plat recorded in Plat Book 22 at Page 41 of the records of Calcasieu Parish, Louisiana.

WHEREAS, this property was acquired pursuant to Hazard Mitigation Federal Grant number FMA-PJ-06-LA-2016-015 and is located in the municipal boundary of the CITY;

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

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

WHEREAS, on November 21, 2021, FEMA authorized the PARISH to transfer its full ownership interest in a property located at 4112 Tracy Circle, Sulphur, Louisiana to the CITY, subject to those restrictive covenants set forth in Exhibit A.

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

The property located at 4112 Tracy Circle, Sulphur, Louisiana, situated in the Parish of Calcasieu, State of Louisiana with the following legal description:

Lot Eight (8) of MAPLE FORK SUBDIVISION, as per plat recorded in Plat Book 22 at Page 41 of the records of Calcasieu Parish, Louisiana.

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

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

THUS DONE AND SIGNED on the ____ day of _____ 2023, 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: _____
CHRIS E. LANDRY, PRESIDENT

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

THUS DONE AND SIGNED on the ____ day of _____ 2023,
in _____, Louisiana, and in the presence of the undersigned witnesses and Notary
Public, after a due reading of the whole.

WITNESSES:

CITY OF SULPHUR:

Witness Signature

BY: _____
MIKE DANAHAAY, MAYOR

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

EXHIBIT A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.
 - i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.
 - ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:
 - a. Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.
 - b. Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

c. Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the State, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

CALCASIEU PARISH POLICE JURY:

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

12/12/17
Date

WITNESSED BY:

By: Lori Broussard
Lori Broussard

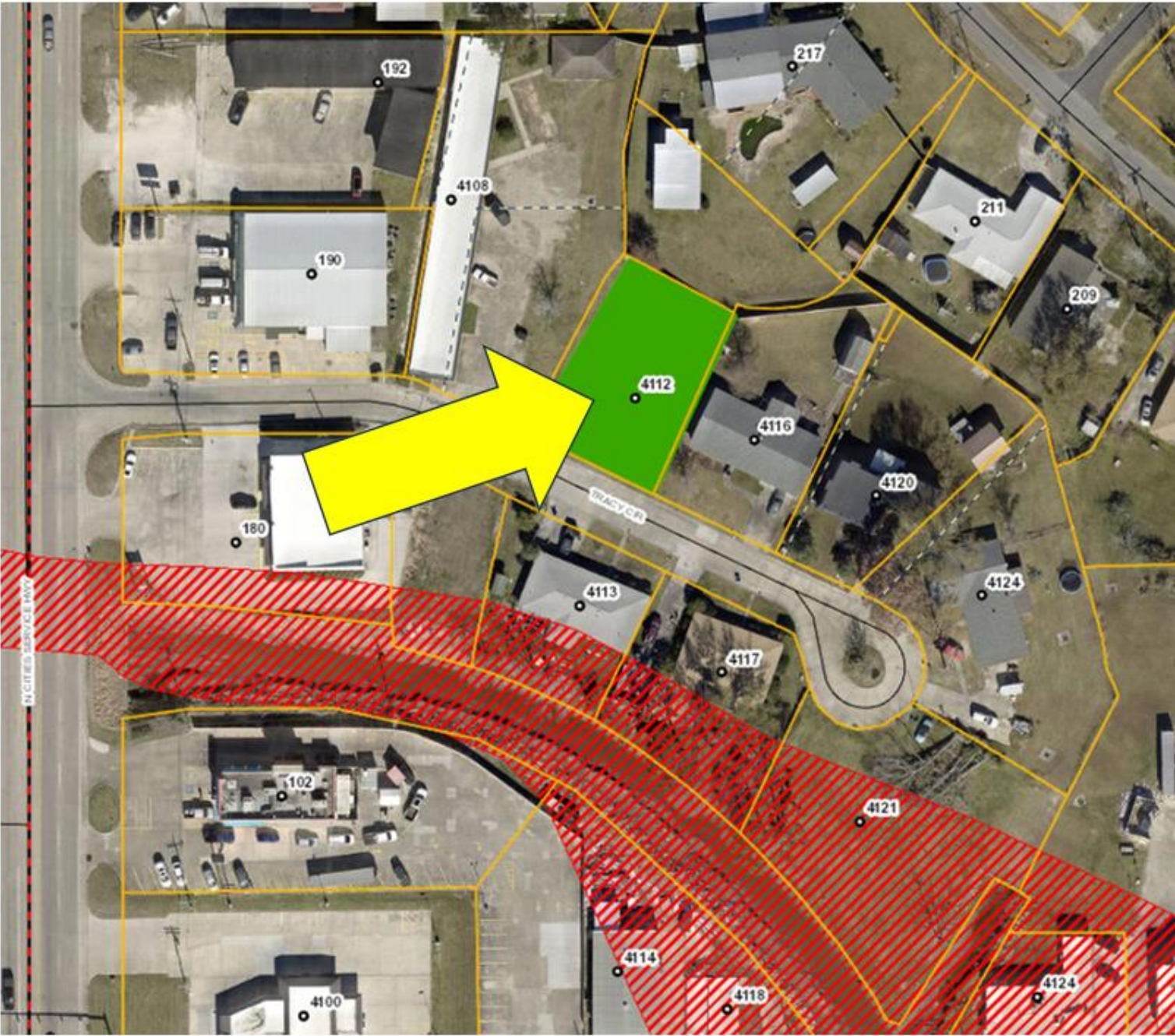
By: Amber Downs
Amber Downs



Laurie T. Cormier
Notary Public

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





ORDINANCE NO. M-C SERIES

ORDINANCE AUTHORIZING MAYOR MIKE DANAHAAY TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE CALCASIEU PARISH POLICE JURY TO ACCEPT OWNERSHIP OF A PARCEL OF PROPERTY LOCATED AT 2309 TIMBERLANE.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Mike Danahay to enter into a Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury to accept ownership of a parcel of property located at 2309 Timberlane.

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

APPROVED AND ADOPTED by
the City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____, 2023.

DRU ELLENDER, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this _____ day of _____, 2023, 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 _____, 2023, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE
CALCASIEU PARISH POLICE JURY
AND
THE CITY OF SULPHUR**

STATE OF LOUISIANA
PARISH OF CALCASIEU

THIS AGREEMENT is hereby made and entered into this _____ day of _____ 2023, by and between the CALCASIEU PARISH POLICE JURY, hereinafter referred to as "PARISH" or the "TRANSFEROR," a political subdivision of the State of Louisiana, represented herein by its duly authorized President, Chris E. Landry, and the CITY OF SULPHUR, hereinafter referred to as "CITY" or the "TRANSFeree," a political subdivision of the State of Louisiana, and represented herein by its duly authorized Mayor, Mike Danahay, who do declare and agree as follows:

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

WHEREAS, the PARISH is the owner, of a one hundred percent (100%) ownership interest in a property located at 2309 Timberlane Drive, Sulphur, Louisiana, a parcel of land described as follows:

Commencing at a point 150 feet East of West Quarter corner of Section 1, Township 10 South, Range 10 West, thence East 120 feet, thence North 140 feet to South right of way line of Timberlane Street, thence West along South right of way line of Timberlane Street 120 feet, thence South 140 feet to point of commencement, records of Calcasieu Parish, Louisiana.

Which property has a municipal address of 2309 Timberlane Drive, Sulphur, LA 70663.

WHEREAS, this property was acquired pursuant to Hazard Mitigation Federal Grant number FMA-PJ-06-LA-2016-015 and is located in the municipal boundary of the CITY;

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

WHEREAS, both parties agree that the transfer of this tract by the PARISH to the CITY will result in a public benefit which is not disproportionate to the consideration of this agreement

and will fill a valid public purpose benefiting the general welfare of the citizens of both the PARISH and the CITY; and

WHEREAS, on November 17, 2021, FEMA authorized the PARISH to transfer its full ownership interest in a property located at 2309 Timberlane Drive, Sulphur, Louisiana to the CITY, subject to those restrictive covenants set forth in Exhibit A.

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

The property located at 2309 Timberlane Drive, Sulphur, Louisiana, situated in the Parish of Calcasieu, State of Louisiana with the following legal description:

Commencing at a point 150 feet East of West Quarter corner of Section 1, Township 10 South, Range 10 West, thence East 120 feet, thence North 140 feet to South right of way line of Timberlane Street, thence West along South right of way line of Timberlane Street 120 feet, thence South 140 feet to point of commencement, records of Calcasieu Parish, Louisiana.

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

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

THUS DONE AND SIGNED on the ____ day of _____ 2023, 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: _____
CHRIS E. LANDRY, PRESIDENT

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

THUS DONE AND SIGNED on the ____ day of _____ 2023,
in _____, Louisiana, and in the presence of the undersigned witnesses and Notary
Public, after a due reading of the whole.

WITNESSES:

CITY OF SULPHUR:

Witness Signature

BY: _____
MIKE DANAHAAY, MAYOR

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

EXHIBIT A

In reference to the property or properties ("Property") conveyed by the Deed between Marilyn Ethel McCown, Darrin Paul McCown, and Dana Lynn Slaydon participating in the federally-assisted acquisition project ("the Grantor") and the Calcasieu Parish Police Jury, ("the Grantee"), its successors and assigns:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CALCASIEU PARISH POLICE JURY:

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

12/14/17
 Date

WITNESSED BY:

By: *Natasha Wilif*
 Witness Name *Natasha Wilif*

By: *Keri Broussard*
 Witness Name *Keri Broussard*

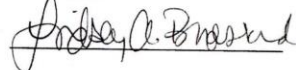
Kristi M. George
 Notary Public

Kristi M. George
 Notary Printed/Stamped Name
 and Identification Number


Embossed Herein
 Is My Calcasieu Parish
 State Of Louisiana
 Notary Seal
KRISTI M. GEORGE
 Notary ID # 078017
 My Commission Is For Life

THUS DONE AND SIGNED by the parties at my office in Lake Charles, Louisiana, on this 15th day of December, 2017, in the presence of me, Notary Public, and the following competent witnesses who have signed in the presence of the parties and me, Notary Public.

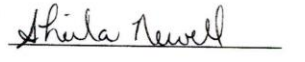
WITNESSES:

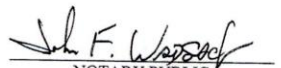

(Print Name) Lindsey A. Broussard

CALCASIEU PARISH POLICE JURY

BY: 
KEVIN D GUIDRY

TITLE: President



(Print Name) SHEILA NEWELL


NOTARY PUBLIC
Print Name John F. Wadsack
Notary I.D.# 2160





THUS DONE AND SIGNED by the parties at my office in Lake Charles, Louisiana, on this 15th day of December, 2017, in the presence of me, Notary Public, and the following competent witnesses who have signed in the presence of the parties and me, Notary Public.

WITNESSES:


(Print Name) Natasha Willis


MARILYN ETHEL MCCOWN


(Print Name) SHEILA NEWELL


NOTARY PUBLIC
Print Name Susan D. Meador
Notary I.D.# 7820



THUS DONE AND SIGNED by the parties at my office in Lake Charles, Louisiana, on this 17th day of November, 2017, in the presence of me, Notary Public, and the following competent witnesses who have signed in the presence of the parties and me, Notary Public.

WITNESSES:

Sheila Newell
SHEILA NEWELL
(Print Name)

Darrin Paul McCown
DARRIN PAUL MCCOWN

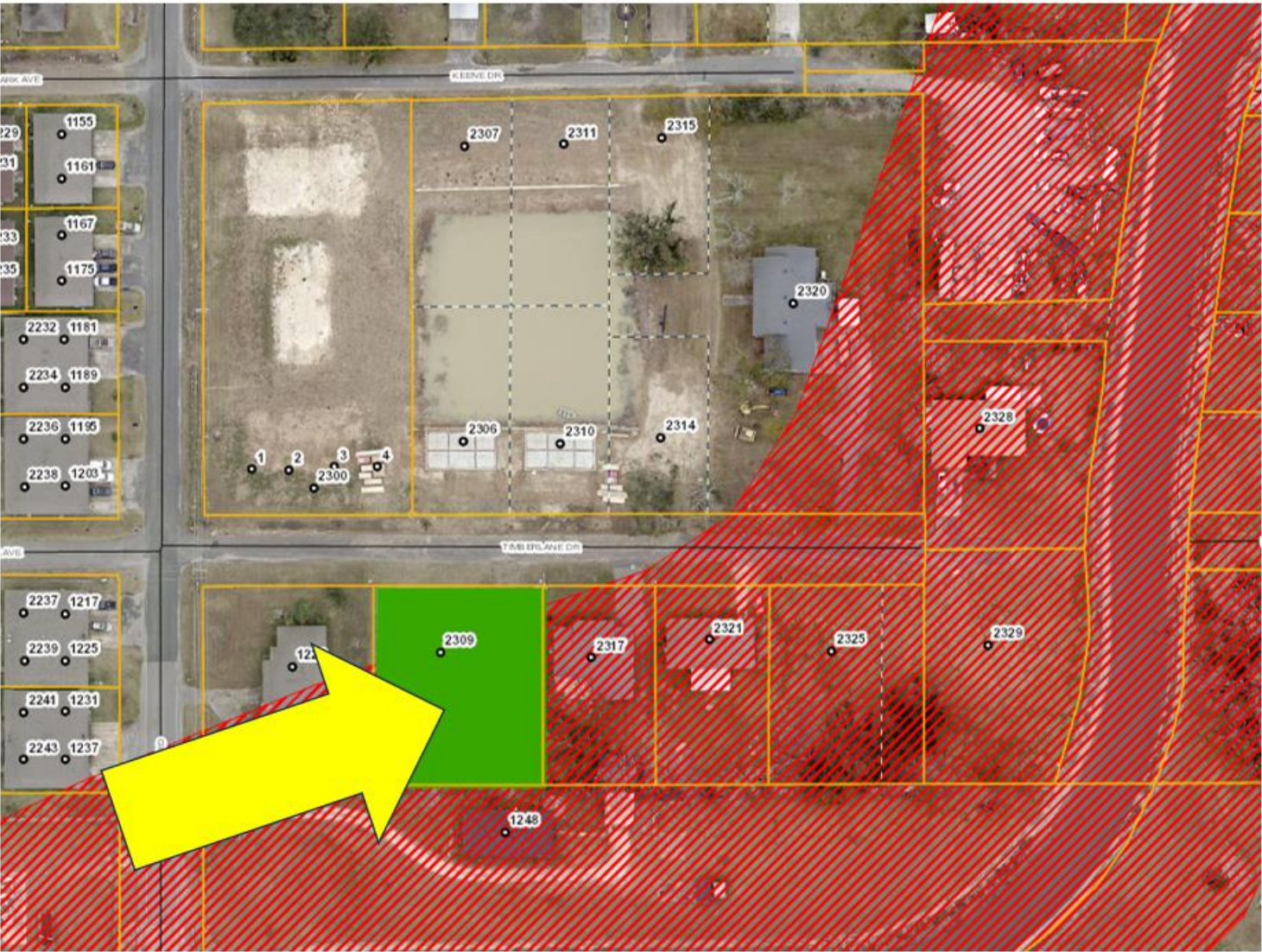
Camille Baca
(Print Name) Camille Baca

Dana Lynn Slaydon
DANA LYNN SLAYDON

John F. Wadsack
NOTARY PUBLIC
John F. Wadsack
Print Name
Notary I.D.# 2160







ORDINANCE NO. M-C SERIES

ORDINANCE AUTHORIZING MAYOR MIKE DANAHAAY TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE CALCASIEU PARISH POLICE JURY TO ACCEPT OWNERSHIP OF A PARCEL OF PROPERTY LOCATED AT 1533 RUBY LANE.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Mike Danahay to enter into a Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury to accept ownership of a parcel of property located at 1533 Ruby Lane.

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

APPROVED AND ADOPTED by
the City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____, 2023.

DRU ELLENDER, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this _____ day of _____, 2023, 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 _____, 2023, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE
CALCASIEU PARISH POLICE JURY
AND
THE CITY OF SULPHUR**

STATE OF LOUISIANA
PARISH OF CALCASIEU

THIS AGREEMENT is hereby made and entered into this _____ day of _____ 2023, by and between the CALCASIEU PARISH POLICE JURY, hereinafter referred to as "PARISH" or the "TRANSFEROR," a political subdivision of the State of Louisiana, represented herein by its duly authorized President, Tony Stelly, and the CITY OF SULPHUR, hereinafter referred to as "CITY" or the "TRANSFeree," a political subdivision of the State of Louisiana, and represented herein by its duly authorized Mayor, Mike Danahay, who do declare and agree as follows:

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

WHEREAS, the PARISH is the owner, of a one hundred percent (100%) ownership interest in a property located at 1533 Ruby Lane, Sulphur, Louisiana, a parcel of land described as follows:

Lot 9 of Block 3 of ROSE PARK NO. 7 in Southwest Quarter of the Northwest Quarter (SW/4 of NW/4) of Section 1, Township 10 South, Range 10 West, as per plat recorded in Plat Book 17, Page 38, Calcasieu Parish, Louisiana, records of Calcasieu Parish, Louisiana.

Which property has a municipal address of 1533 Ruby Lane, Sulphur, Louisiana 70663.

WHEREAS, this property was acquired pursuant to Hazard Mitigation Federal Grant number FMA-PJ-06-LA-2016-015 and is located in the municipal boundary of the CITY;

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

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

WHEREAS, on November 21, 2021, FEMA authorized the PARISH to transfer its full ownership interest in a property located at 1533 Ruby Lane, Sulphur, Louisiana to the CITY, subject to those restrictive covenants set forth in Exhibit A.

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

The property located at 1533 Ruby Lane, Sulphur, Louisiana, situated in the Parish of Calcasieu, State of Louisiana with the following legal description:

Lot 9 of Block 3 of ROSE PARK NO. 7 in Southwest Quarter of the Northwest Quarter (SW/4 of NW/4) of Section 1, Township 10 South, Range 10 West, as per plat recorded in Plat Book 17, Page 38, Calcasieu Parish, Louisiana, records of Calcasieu Parish, Louisiana.

Which property has a municipal address of 1533 Ruby Lane, Sulphur, Louisiana 70663.

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

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

THUS DONE AND SIGNED on the ____ day of _____ 2023, 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: _____
CHRIS E. LANDRY, PRESIDENT

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

THUS DONE AND SIGNED on the ____ day of _____ 2023,
in _____, Louisiana, and in the presence of the undersigned witnesses and Notary
Public, after a due reading of the whole.

WITNESSES:

CITY OF SULPHUR:

Witness Signature

BY: _____
MIKE DANAHAAY, MAYOR

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

EXHIBIT A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 2. Inspection. FEMA, its representatives and assigns including the State or Tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.
- 3. Monitoring and Reporting. Every three years on December 30th, the Grantee (mitigation grant program subgrantee), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the

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


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

c. Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the State, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.


6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.


CALCASIEU PARISH POLICE JURY:

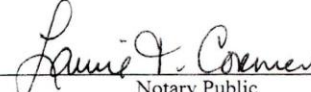
By: 
Jennifer H. Cobian
Sub-grantee's Authorized Representative

10/11/17
Date

WITNESSED BY:

By: 
Natasha Willis

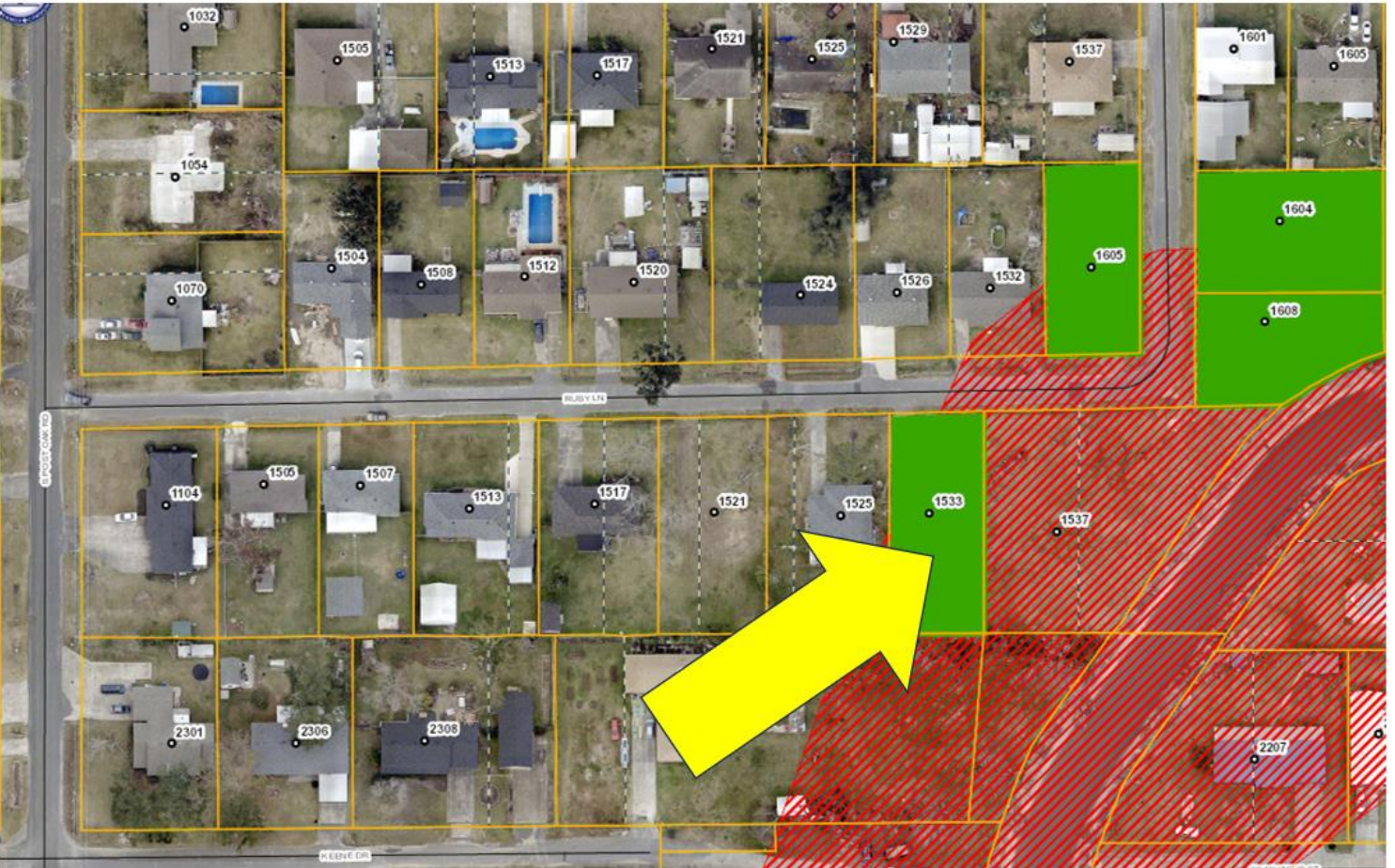
By: 
Amber Downs


Notary Public

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







ORDINANCE NO. M-C SERIES

ORDINANCE AUTHORIZING MAYOR MIKE DANAHAHAY TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE CALCASIEU PARISH POLICE JURY TO ACCEPT OWNERSHIP OF A PARCEL OF PROPERTY LOCATED AT 1537 RUBY LANE.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Mike Danahay to enter into a Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury to accept ownership of a parcel of property located at 1537 Ruby Lane.

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

APPROVED AND ADOPTED by
the City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____, 2023.

DRU ELLENDER, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this _____ day of _____, 2023, 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 _____, 2023, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE
CALCASIEU PARISH POLICE JURY
AND
THE CITY OF SULPHUR**

STATE OF LOUISIANA
PARISH OF CALCASIEU

THIS AGREEMENT is hereby made and entered into this ____ day of _____ 2023, by and between the CALCASIEU PARISH POLICE JURY, hereinafter referred to as "PARISH" or the "TRANSFEROR," a political subdivision of the State of Louisiana, represented herein by its duly authorized President, Chris E. Landry, and the CITY OF SULPHUR, hereinafter referred to as "CITY" or the "TRANSFeree," a political subdivision of the State of Louisiana, and represented herein by its duly authorized Mayor, Mike Danahay, who do declare and agree as follows:

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

WHEREAS, the PARISH is the owner, of a one hundred percent (100%) ownership interest in a property located at 1537 Ruby Lane, Sulphur, Louisiana, a parcel of land described as follows:

Lot Ten (10) and Eleven (11) of Block 3 of ROSE PARK NO. 7, a subdivision in Southwest Quarter of Northwest Quarter of Section 1, Township 10 South, Range 10 West, as per plat in Plat Book 17 Page 38, records of Calcasieu Parish, Louisiana.

Municipal Address: 1537 Ruby Lane, Sulphur, Louisiana 70663

WHEREAS, this property was acquired pursuant to Hazard Mitigation Federal Grant number FMA-PJ-06-LA-2016-015 and is located in the municipal boundary of the CITY;

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

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

WHEREAS, on November 21, 2021, FEMA authorized the PARISH to transfer its full ownership interest in a property located at 1537 Ruby Lane, Sulphur, Louisiana to the CITY, subject to those restrictive covenants set forth in Exhibit A.

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

The property located at 1537 Ruby Lane, Sulphur, Louisiana, situated in the Parish of Calcasieu, State of Louisiana with the following legal description:

Lot Ten (10) and Eleven (11) of Block 3 of ROSE PARK NO. 7, a subdivision in Southwest Quarter of Northwest Quarter of Section 1, Township 10 South, Range 10 West, as per plat in Plat Book 17 Page 38, records of Calcasieu Parish, Louisiana.

Municipal Address: 1537 Ruby Lane, Sulphur, Louisiana 70663

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

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

THUS DONE AND SIGNED on the ____ day of _____ 2023, 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: _____
CHRIS E. LANDRY, PRESIDENT

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

THUS DONE AND SIGNED on the ____ day of _____, 2023,
in _____, Louisiana, and in the presence of the undersigned witnesses and Notary
Public, after a due reading of the whole.

WITNESSES:

CITY OF SULPHUR:

Witness Signature

BY: _____
MIKE DANAHAAY, MAYOR

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

EXHIBIT A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

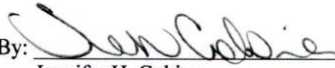
4. Enforcement. The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80,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

c. Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the State, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.


6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

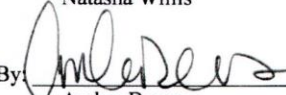
CALCASIEU PARISH POLICE JURY:

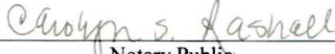
By: 
Jennifer H. Cobian
Sub-grantee's Authorized Representative

12/21/17
Date

WITNESSED BY:

By: 
Natasha Willis

By: 
Amber Downs


Notary Public
Embossed Herein
Is My Calcasieu Parish
State Of Louisiana
Notary Seal
Notary Printed/Stamped Name
and Identification Number
My Commission Is For _____

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE
CALCASIEU PARISH POLICE JURY
AND
THE CITY OF SULPHUR**

STATE OF LOUISIANA
PARISH OF CALCASIEU

THIS AGREEMENT is hereby made and entered into this _____ day of _____ 2023, by and between the CALCASIEU PARISH POLICE JURY, hereinafter referred to as "PARISH" or the "TRANSFEROR," a political subdivision of the State of Louisiana, represented herein by its duly authorized President, Chris E. Landry, and the CITY OF SULPHUR, hereinafter referred to as "CITY" or the "TRANSFeree," a political subdivision of the State of Louisiana, and represented herein by its duly authorized Mayor, Mike Danahay, who do declare and agree as follows:

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

WHEREAS, the PARISH is the owner, of a one hundred percent (100%) ownership interest in a property located at 1537 Ruby Lane, Sulphur, Louisiana, a parcel of land described as follows:

Lot Ten (10) and Eleven (11) of Block 3 of ROSE PARK NO. 7, a subdivision in Southwest Quarter of Northwest Quarter of Section 1, Township 10 South, Range 10 West, as per plat in Plat Book 17 Page 38, records of Calcasieu Parish, Louisiana.

Municipal Address: 1537 Ruby Lane, Sulphur, Louisiana 70663

WHEREAS, this property was acquired pursuant to Hazard Mitigation Federal Grant number FMA-PJ-06-LA-2016-015 and is located in the municipal boundary of the CITY;

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

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

WHEREAS, on November 21, 2021, FEMA authorized the PARISH to transfer its full ownership interest in a property located at 1537 Ruby Lane, Sulphur, Louisiana to the CITY, subject to those restrictive covenants set forth in Exhibit A.

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

The property located at 1537 Ruby Lane, Sulphur, Louisiana, situated in the Parish of Calcasieu, State of Louisiana with the following legal description:

Lot Ten (10) and Eleven (11) of Block 3 of ROSE PARK NO. 7, a subdivision in Southwest Quarter of Northwest Quarter of Section 1, Township 10 South, Range 10 West, as per plat in Plat Book 17 Page 38, records of Calcasieu Parish, Louisiana.

Municipal Address: 1537 Ruby Lane, Sulphur, Louisiana 70663

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

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

THUS DONE AND SIGNED on the ____ day of _____ 2023, 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: _____
CHRIS E. LANDRY, PRESIDENT

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

THUS DONE AND SIGNED on the ____ day of _____, 2023,
in _____, Louisiana, and in the presence of the undersigned witnesses and Notary
Public, after a due reading of the whole.

WITNESSES:

CITY OF SULPHUR:

Witness Signature

BY: _____
MIKE DANAHAAY, MAYOR

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

EXHIBIT A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

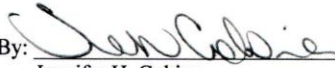
4. Enforcement. The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80,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

c. Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the State, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.


6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

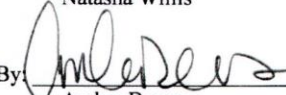
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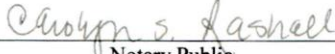
By: 
Jennifer H. Cobian
Sub-grantee's Authorized Representative

12/21/17
Date

WITNESSED BY:

By: 
Natasha Willis

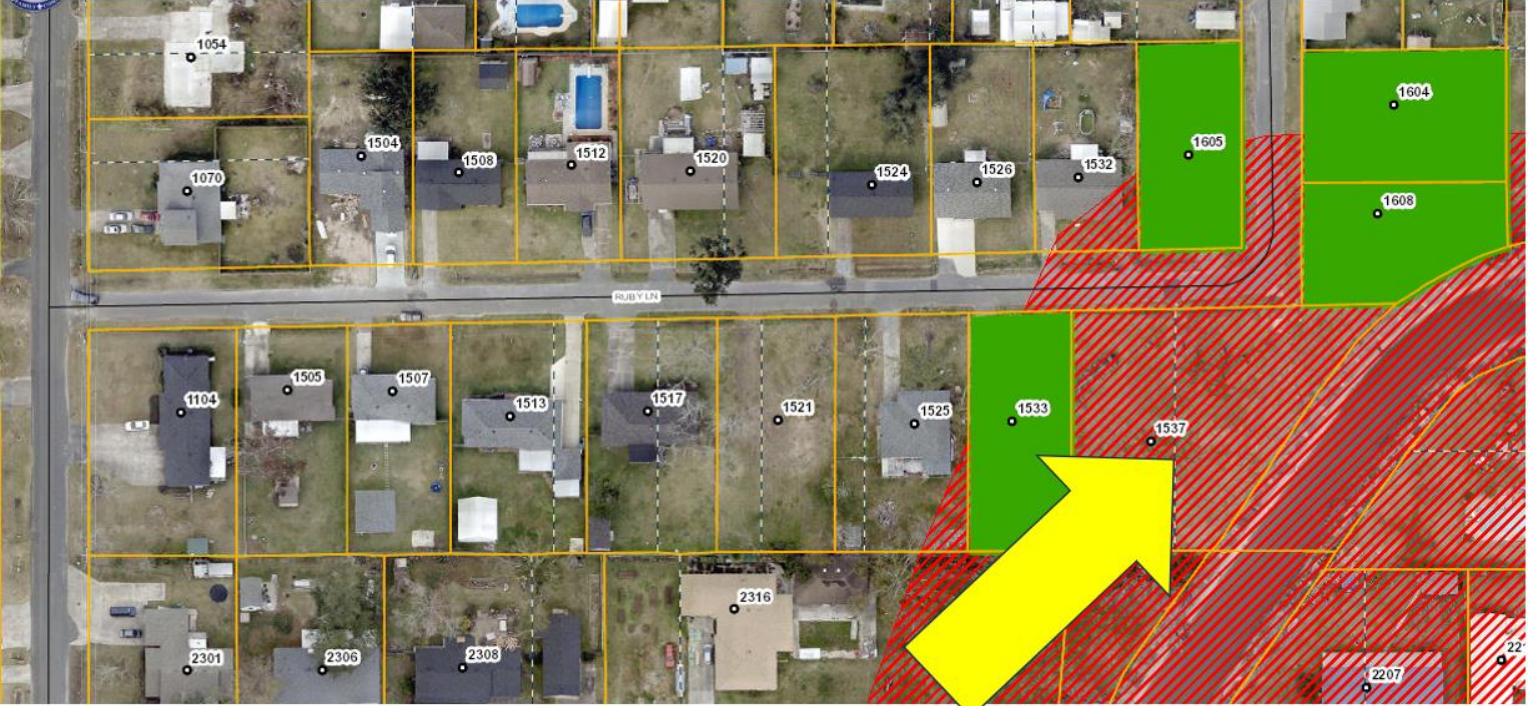
By: 
Amber Downs


Notary Public
Embossed Herein
Is My Calcasieu Parish
State Of Louisiana
Notary Seal
Notary Printed/Stamped Name
and Identification Number
My Commission Is For _____



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ORDINANCE NO. M-C SERIES

ORDINANCE AUTHORIZING MAYOR MIKE DANAHAY TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE CALCASIEU PARISH POLICE JURY TO ACCEPT OWNERSHIP OF A PARCEL OF PROPERTY LOCATED AT 1009 MELANIE DRIVE.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Mike Danahay to enter into a Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury to accept ownership of a parcel of property located at 1009 Melanie Drive.

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

APPROVED AND ADOPTED by
the City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____, 2023.

DRU ELLENDER, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this _____ day of _____, 2023, 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 _____, 2023, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE
CALCASIEU PARISH POLICE JURY
AND
THE CITY OF SULPHUR**

STATE OF LOUISIANA
PARISH OF CALCASIEU

THIS AGREEMENT is hereby made and entered into this _____ day of _____ 2023, by and between the CALCASIEU PARISH POLICE JURY, hereinafter referred to as "PARISH" or the "TRANSFEROR," a political subdivision of the State of Louisiana, represented herein by its duly authorized President, Chris E. Landry, and the CITY OF SULPHUR, hereinafter referred to as "CITY" or the "TRANSFeree," a political subdivision of the State of Louisiana, and represented herein by its duly authorized Mayor, Mike Danahay, who do declare and agree as follows:

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

WHEREAS, the PARISH is the owner, of a one hundred percent (100%) ownership interest in a property located at 1009 Melanie Drive, Sulphur, Louisiana, a parcel of land described as follows:

East 60 feet of Lot Six (6) and West Ten (10) feet of Lot Five (5) of Block "Y" of Villa Maria No. 3, a subdivision of the Northwest Quarter of Northwest Quarter (NW ¼ of NW ¼) and Southwest Quarter of Northeast Quarter of Northwest Quarter (SW ¼ of NE ¼ of NW ¼) of Section Two (2), Township Ten (10) South, Range Ten (1) West, as per plat recorded in Plat Book 10, Page 102, records of Calcasieu Parish, Louisiana.

Which property has a municipal address of 1009 Melanie Drive, Sulphur, LA 70663.

WHEREAS, this property was acquired pursuant to Hazard Mitigation Federal Grant number FMA-PJ-06-LA-2016-015 and is located in the municipal boundary of the CITY;

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

WHEREAS, both parties agree that the transfer of this tract by the PARISH to the CITY will result in a public benefit which is not disproportionate to the consideration of this agreement

and will fill a valid public purpose benefiting the general welfare of the citizens of both the PARISH and the CITY; and

WHEREAS, on November 21, 2021, FEMA authorized the PARISH to transfer its full ownership interest in a property located at 1009 Melanie Drive, Sulphur, Louisiana to the CITY, subject to those restrictive covenants set forth in Exhibit A.

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

East 60 feet of Lot Six (6) and West Ten (10) feet of Lot Five (5) of Block "Y" of Villa Maria No. 3, a subdivision of the Northwest Quarter of Northwest Quarter (NW ¼ of NW ¼) and Southwest Quarter of Northeast Quarter of Northwest Quarter (SW ¼ of NE ¼ of NW ¼) of Section Two (2), Township Ten (10) South, Range Ten (1) West, as per plat recorded in Plat Book 10, Page 102, records of Calcasieu Parish, Louisiana.

Which property has a municipal address of 1009 Melanie Drive, Sulphur, LA 70663.

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

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

THUS DONE AND SIGNED on the ____ day of _____ 2023, 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: _____
CHRIS E. LANDRY, PRESIDENT

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

THUS DONE AND SIGNED on the ____ day of _____, 2023,
in _____, Louisiana, and in the presence of the undersigned witnesses and Notary
Public, after a due reading of the whole.

WITNESSES:

CITY OF SULPHUR:

Witness Signature

BY: _____
MIKE DANAHAAY, MAYOR

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

EXHIBIT A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

c. Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the State, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.


6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

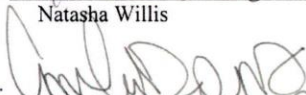
CALCASIEU PARISH POLICE JURY:

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

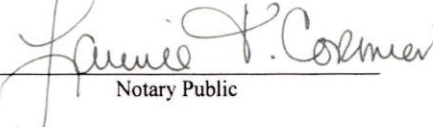
11/1/17
Date

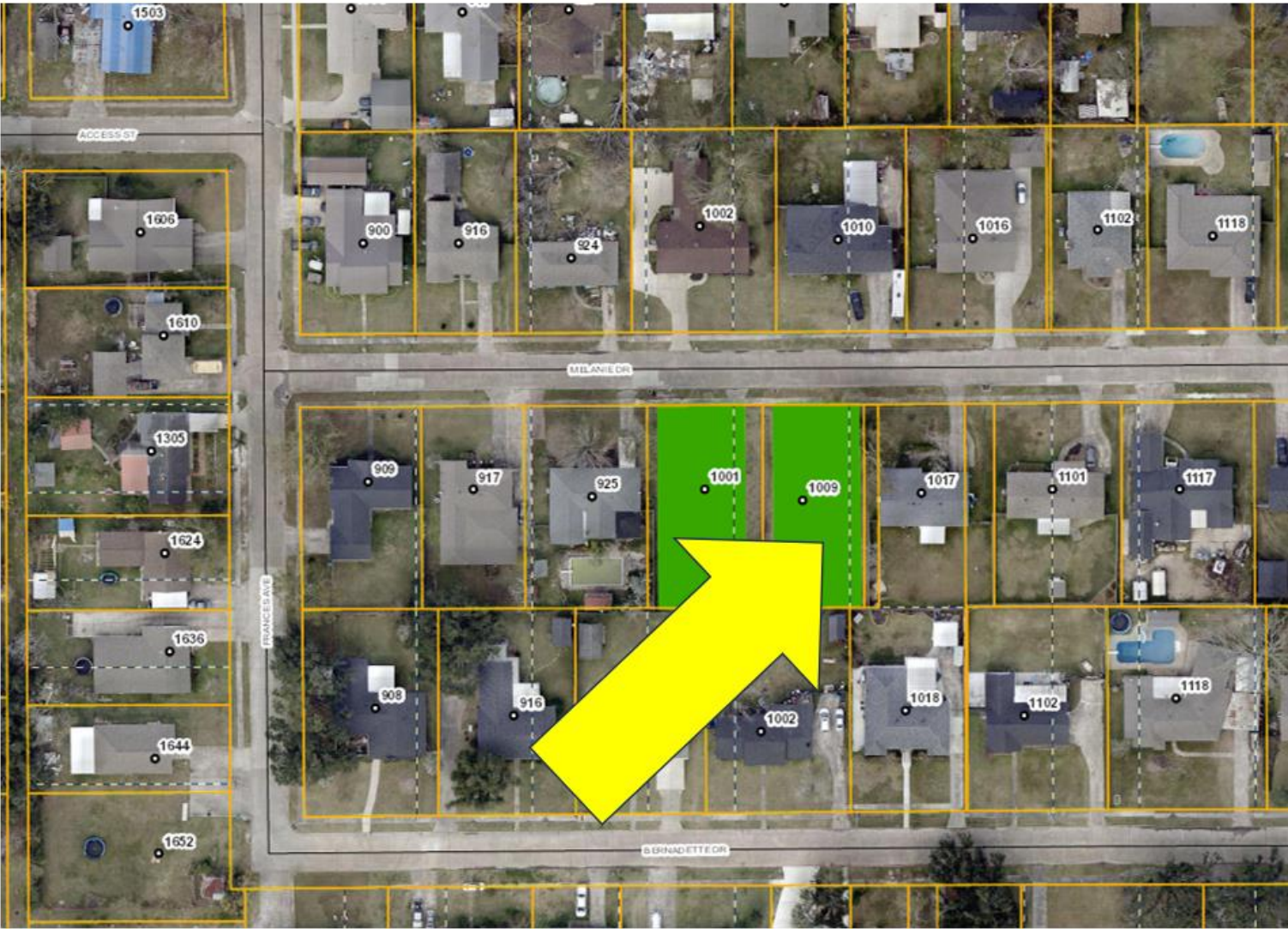
WITNESSED BY:

By: 
Natasha Willis

By: 
Amber Downs




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



ORDINANCE NO. M-C SERIES

ORDINANCE AUTHORIZING MAYOR MIKE DANAHAHAY TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE CALCASIEU PARISH POLICE JURY TO ACCEPT OWNERSHIP OF A PARCEL OF PROPERTY LOCATED AT 1605 RUBY LANE.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Mike Danahay to enter into a Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury to accept ownership of a parcel of property located at 1605 Ruby Lane.

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

APPROVED AND ADOPTED by
the City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____, 2023.

DRU ELLENDER, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this _____ day of _____, 2023, 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 _____, 2023, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE
CALCASIEU PARISH POLICE JURY
AND
THE CITY OF SULPHUR**

STATE OF LOUISIANA
PARISH OF CALCASIEU

THIS AGREEMENT is hereby made and entered into this _____ day of _____ 2023, by and between the CALCASIEU PARISH POLICE JURY, hereinafter referred to as "PARISH" or the "TRANSFEROR," a political subdivision of the State of Louisiana, represented herein by its duly authorized President, Chris E. Landry, and the CITY OF SULPHUR, hereinafter referred to as "CITY" or the "TRANSFeree," a political subdivision of the State of Louisiana, and represented herein by its duly authorized Mayor, Mike Danahay, who do declare and agree as follows:

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

WHEREAS, the PARISH is the owner, of a one hundred percent (100%) ownership interest in a property located at 1605 Ruby Lane, Sulphur, Louisiana, a parcel of land described as follows:

Lot 12 of Block 2 of Rose Park #7, as subdivision in the Southwest Quarter of the Northwest Quarter of Section 1, Township 10 South, Range 10 West, Louisiana Meridian, as per plat recorded in Plat Book 17, Page 38, records of Calcasieu Parish, Louisiana.

Which property has a municipal address of 1605 Ruby Lane, Sulphur, LA 70663.

WHEREAS, this property was acquired pursuant to Hazard Mitigation Federal Grant number FMA-PJ-06-LA-2016-001 and is located in the municipal boundary of the CITY;

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

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

WHEREAS, on November 21, 2021, FEMA authorized the PARISH to transfer its full ownership interest in a property located at 1605 Ruby Lane, Sulphur, Louisiana to the CITY, subject to those restrictive covenants set forth in Exhibit A.

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

The property located at 1605 Ruby Lane, Sulphur, Louisiana, situated in the Parish of Calcasieu, State of Louisiana with the following legal description:

Lot 12 of Block 2 of Rose Park #7, as subdivision in the Southwest Quarter of the Northwest Quarter of Section 1, Township 10 South, Range 10 West, Louisiana Meridian, as per plat recorded in Plat Book 17, Page 38, records of Calcasieu Parish, Louisiana.

Which property has a municipal address of 1605 Ruby Lane, Sulphur, LA 70663.

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

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

THUS DONE AND SIGNED on the ____ day of _____ 2023, 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: _____
CHRIS E. LANDRY, PRESIDENT

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

THUS DONE AND SIGNED on the ____ day of _____, 2023,
in _____, Louisiana, and in the presence of the undersigned witnesses and Notary
Public, after a due reading of the whole.

WITNESSES:

CITY OF SULPHUR:

Witness Signature

BY: _____
MIKE DANAHAAY, MAYOR

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

EXHIBIT A

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

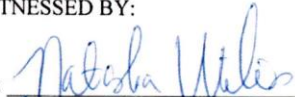
- c. Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.
5. Amendment. This agreement may be amended upon signatures of FEMA, the State, and the Grantee only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

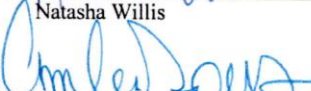
CALCASIEU PARISH POLICE JURY:

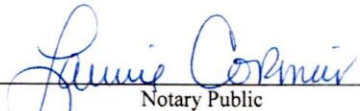
By: 
Jennifer H. Cobian
Sub-grantee's Authorized Representative

9/26/17
Date

WITNESSED BY:

By: 
Natasha Willis

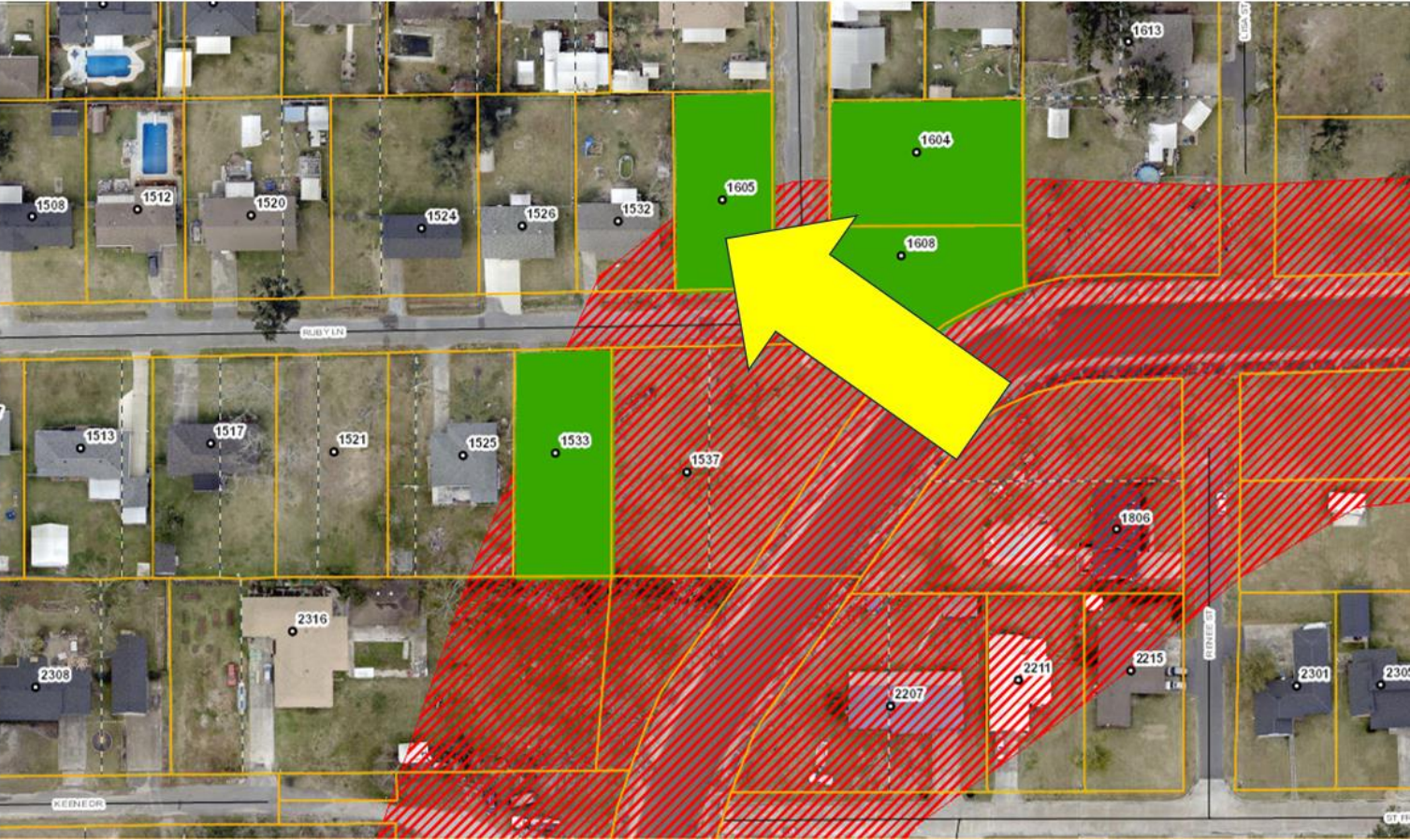
By: 
Amber Downs


Notary Public

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







ORDINANCE NO. M-C SERIES

ORDINANCE AUTHORIZING MAYOR MIKE DANAHAAY TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE CALCASIEU PARISH POLICE JURY TO ACCEPT OWNERSHIP OF A PARCEL OF PROPERTY LOCATED AT 508 SOUTH KENT DRIVE.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Mike Danahay to enter into a Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury to accept ownership of a parcel of property located at 508 South Kent Drive.

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

APPROVED AND ADOPTED by
the City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____, 2023.

DRU ELLENDER, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this _____ day of _____, 2023, 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 _____, 2023, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE
CALCASIEU PARISH POLICE JURY
AND
THE CITY OF SULPHUR**

STATE OF LOUISIANA
PARISH OF CALCASIEU

THIS AGREEMENT is hereby made and entered into this _____ day of _____ 2023, by and between the CALCASIEU PARISH POLICE JURY, hereinafter referred to as "PARISH" or the "TRANSFEROR," a political subdivision of the State of Louisiana, represented herein by its duly authorized President, Chris E. Landry, and the CITY OF SULPHUR, hereinafter referred to as "CITY" or the "TRANSFeree," a political subdivision of the State of Louisiana, and represented herein by its duly authorized Mayor, Mike Danahay, who do declare and agree as follows:

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

WHEREAS, the PARISH is the owner, of a one hundred percent (100%) ownership interest in a property located at 508 S. Kent Drive, Sulphur, Louisiana, a parcel of land described as follows:

Lot 17 of Block "L" of Pecan Acres, a subdivision in the Southeast Quarter of Section 34, Township 9 South, Range 10 West, and the Northeast Quarter of Section 3, Township 10 South, Range 10 West, as per plat recorded in Plat Book 5 at Page 54, records of Calcasieu Parish, Louisiana.

Which property has a municipal address of 508 S. Kent Drive, Sulphur, LA 70663.

WHEREAS, this property was acquired pursuant to Hazard Mitigation Federal Grant number FMA-PJ-06-LA-2016-015 and is located in the municipal boundary of the CITY;

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

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

Page 1 of 4

WHEREAS, on November 21, 2021, FEMA authorized the PARISH to transfer its full ownership interest in a property located at 508 S. Kent Drive, Sulphur, Louisiana to the CITY, subject to those restrictive covenants set forth in Exhibit A.

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

The property located at 508 S. Kent Drive, Sulphur, Louisiana, situated in the Parish of Calcasieu, State of Louisiana with the following legal description:

Lot 17 of Block "L" of Pecan Acres, a subdivision in the Southeast Quarter of Section 34, Township 9 South, Range 10 West, and the Northeast Quarter of Section 3, Township 10 South, Range 10 West, as per plat recorded in Plat Book 5 at Page 54, records of Calcasieu Parish, Louisiana.

Which property has a municipal address of 508 S. Kent Drive, Sulphur, LA 70663.

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

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

THUS DONE AND SIGNED on the ____ day of _____ 2023, 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: _____
CHRIS E. LANDRY, PRESIDENT

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

THUS DONE AND SIGNED on the ____ day of _____ 2023,
in _____, Louisiana, and in the presence of the undersigned witnesses and Notary
Public, after a due reading of the whole.

WITNESSES:

CITY OF SULPHUR:

Witness Signature

BY: _____
MIKE DANAHAAY, MAYOR

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

EXHIBIT A

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

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

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

WHEREAS, the Calcasieu Parish Police Jury has applied for and been awarded such funding from the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) for assistance from the Federal Emergency Management Agency (FEMA) and has entered into a mitigation grant program Grant Agreement dated February 5, 2018 with FEMA and herein incorporated by reference; making it a mitigation grant program grantee.

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

WHEREAS, the Calcasieu Parish Police Jury, acting by and through the Calcasieu Parish Police Jury Officers, has applied for and been awarded federal funds pursuant to an agreement with GOHSEP dated February 22, 2018 "State-Local Agreement", and herein incorporated by reference, making it a mitigation grant program subgrantee;

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

c. Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the State, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

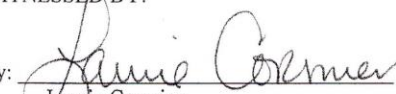
6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

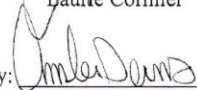
CALCASIEU PARISH POLICE JURY:

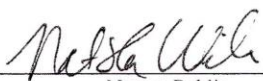
By: 
Jennifer H. Cobian
Sub-grantee's Authorized Representative

10/1/18
Date

WITNESSED BY:

By: 
Laurie Cormier

By: 
Amber Downs


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



Page 6 of 6





RESOLUTION NO. _____, M-C SERIES

Resolution appointing a member to the Southwest Louisiana Convention and Visitors Bureau Board of Directors.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby appoint Jay Kumar to the Southwest Louisiana Convention and Visitors Bureau Board of Directors. Said term to expire December, 2026.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2023.

DRU ELLENDER, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk



November 6, 2023

Mayor Mike Danahay
City of Sulphur
P.O. Box 1309
Sulphur, LA 70664

Dear Mayor Danahay:

In a polling held November 3rd, 2023 the Southwest Lodging Association made a motion to submit nominations for a "hotel/motel industry west of the Calcasieu River position" on the Visit Lake Charles Board of Directors. The position is currently held by Nick Zaver, he is currently serving his second term which makes him ineligible for reappointment.

It was voted on and unanimously decided at this meeting that we, the Southwest Louisiana Lodging Association, respectfully request that the following be confirmed by the Lake Charles City Council as the appointment on the Visit Lake Charles Board of Directors:

Jay Kumar
Hampton Inn Sulphur
210 Henning Drive, Sulphur, LA 70663
1-409-466-6026

We also understand that by statute, the SWLA Lodging Association must submit three names to be considered, so therefore the Association is submitting the following two names to be in compliance with said statute:

Alan Smith
General Manager
Doubletree by Hilton Sulphur
330 Arena Road, Sulphur, LA 70665
337-532-7802

Lakyn Hall
General Manager
Red Roof Inn
2619 Ruth Street, Sulphur, LA 70665
337-527-1000

If you have any questions, or if I can be of further assistance, please feel free to contact me.

Sincerely,

Adam Carter
President
SWLA Lodging Association
cc: Kyle Edmiston, Visit Lake Charles

RESOLUTION NO. _____ M-C SERIES

Resolution authorizing the re-advertisement for bids for the annual supply of chemicals for the City.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize the re-advertisement of bids for the annual supply of chemicals for the City, said bids to be in accordance with the quantities and specifications on file with the City of Sulphur Purchasing Department.

BE IT FURTHER RESOLVED that the advertisement of bids will be in "The American Press, the official journal of the City of Sulphur, in three separate publications, giving notice as follows:

NOTICE TO BIDDERS

Separate and sealed bids for the re-advertisement of bids for the annual supply of chemicals for the City will be received by the Clerk of the Council until 10:00 a.m. on the 3rd day of January, 2024, at which time bids will be opened and read aloud in an open and public bid opening session to be conducted by the Director of Finance in the Conference Room at City Hall, and the City Council shall at a regular meeting on the 8th day of January, 2024, at 5:30 p.m. proceed to award the bid to the lowest bidder, to waive irregularities, or to reject any and all bids, or otherwise proceed thereto as provided by law. Bids are also available electronically at <https://www.centralauctionhouse.com> free membership is required to access. Said bids to be in accordance with the quantities and specifications on file with the City of Sulphur Purchasing Department located at 101 North Huntington Street, Sulphur, Louisiana

CITY OF SULPHUR, LOUISIANA

BY _____
DRU ELLENDER, Chairman

BE IT FURTHER RESOLVED that the City Council of the City of Sulphur, Louisiana will meet in open and public session at their temporary location in the Council Chambers located at 1551 East Napoleon Street, Sulphur, LA on the 8th day of January, 2024, at 5:30 p.m. and shall then and there proceed to award the bids to the lowest bidder or to reject any and all bids, otherwise proceed thereto as provided by law.

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this _____, day of
_____, 2023.

DRU ELLENDER, Chairman

RESOLUTION NO. _____, M-C SERIES

Resolution setting meeting dates for the Sulphur City Council, Land Use Commission and Board of Zoning Adjustment for 2024.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby set the following meeting dates for the Sulphur City Council, Land Use Commission and Board of Zoning Adjustment for 2024 as follows:

City Council

Land Use & Board of Zoning Adjustment

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

BE IT FURTHER RESOLVED that meetings will be held at the temporary location at 1551 East Napoleon Street, Sulphur, Louisiana 70663 at 5:30 p.m.

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this _____, day of
_____, 2023.

DRU ELLENDER, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

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

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

APPROVED AND ADOPTED by
the City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____, 2023.

DRU ELLENDER, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

PROCES VERBAL

BE IT KNOWN AND REMEMBERED that on this 11th day of December, 2023, at 5:30 o'clock p.m. in accordance with a resolution of the City Council (the "Council"), governing authority of the City of Sulphur, Louisiana, adopted on May 8, 2023, and recorded in the records of said Council, notice of which meeting was issued and published according to law, the undersigned members of the Council, being a quorum thereof, met at the temporary meeting place of the Council, and according to law examined the tabulation blanks, certificates and statements which were received from the Commissioners and Commissioners-in-Charge of the election held in the City of Sulphur, Louisiana on November 18, 2023, in accordance with said resolution, together with the transcription of the totals made by the Clerk of Court and Ex-Officio Parish Custodian of Voting Machines in and for Calcasieu Parish to determine the following propositions:

CITY OF SULPHUR RENEWAL PROPOSITIONS

CITY OF SULPHUR PROPOSITION NO. 1 - FIRE MILLAGE RENEWAL

Shall the City of Sulphur, Louisiana be authorized to renew, levy, and collect an existing tax each year for a period of ten (10) years, a special tax of five (5) mills on the dollar, beginning with and including the year 2025, on all property subject to taxation within the corporate limits of the City of Sulphur, Louisiana with collections from the levy of the tax estimated to be \$ \$1,058,824 for one entire year, for the purpose of purchasing additional equipment for, and enlarging and improving the present facilities of, the Fire Department of the City of Sulphur, Louisiana, for the maintenance of said equipment, improvements and facilities, and for salaries for the maintenance and operation of said department, constituting works of permanent public improvement, title to which shall be in the public?

CITY OF SULPHUR PROPOSITION NO. 2 - STREET MILLAGE RENEWAL

Shall the City of Sulphur, Louisiana be authorized to continue to renew, levy, and collect an existing tax each year for a period of ten (10) years a special tax of five (5) mills on the dollar, beginning with and including the year 2025, on all property subject to taxation within the corporate limits of the City of Sulphur, Louisiana with collections from the levy of the tax estimated to be \$ \$1,058,824 for one entire year, for the purpose of graveling, shelling, hard-surfacing, installation of culverts and drains, and otherwise improving the streets for the City of Sulphur, and for the maintenance thereof, constituting works of permanent public improvement, title to which shall be in the public?

The results of said election proved to be as follows:
MILLAGE RENEWAL PROPOSITION NO. 1:

<u>PRECINCT</u>	<u>NUMBER OF VOTES IN FAVOR OF PROPOSITION</u>	<u>NUMBER OF VOTES AGAINST PROPOSITION</u>
400	18	24
401	34	25
402	33	24
403	54	50
404	89	45
405	141	64
406	51	36
407	61	49
408	76	42
461	0	5
465	2	0
466E	0	0
467	16	16
Group Subtotal	575	380
Absentee	<u>654</u>	<u>268</u>
TOTALS	1229	648

We therefore ascertained that the majority of qualified electors of the City of Sulphur, Louisiana qualified to vote under the Constitution and laws of the State of Louisiana voting in said election in the City voted in favor of Millage Renewal Proposition No. 1.

MILLAGE RENEWAL PROPOSITION NO. 2:

NUMBER OF VOTES IN PRECINCT	NUMBER OF VOTES FAVOR OF PROPOSITION	NUMBER OF VOTES AGAINST PROPOSITION
400	17	22
401	37	22
402	29	29
403	56	49
404	88	47
405	138	65
406	46	41
407	55	54
408	77	42
461	1	4
465	2	0
466E	0	0
467	18	14
Group Subtotal	564	389
Absentee	<u>641</u>	<u>282</u>
TOTALS	1205	671

We therefore ascertained that the majority of qualified electors of the City of Sulphur, Louisiana qualified to vote under the Constitution and laws of the State of Louisiana voting in said election in the City voted in favor of Millage Renewal Proposition No. 2.

At the same time and place, we did examine and canvass the returns as evidenced by said tabulation blanks, certificates, and statements received from the election Commissioners and Commissioners-in-Charge, the correctness of which were sworn to by the election Commissioners-in-Charge and Commissioners according to law, and our finding was that the returns indicated a majority voted in favor of Millage Renewal Propositions Nos. 1 and 2.

Therefore, we declare that the result of said election is in favor of the Propositions as stated above.

In accordance with law, a resolution promulgating the aforesaid results was adopted, and the Clerk of the Council was ordered to have a copy of said resolution signed by the Chairman and published in one issue of the American Press, a newspaper published in Calcasieu Parish and of general circulation in the City.

We did, likewise, order that one copy of this process verbal be sent to the Secretary of State to be recorded in the archives of the State of Louisiana, and that one copy be sent to the Clerk of the District Court of Calcasieu Parish to be recorded in the mortgage records of said Parish and that one copy be filed in the archives of this Council.

RESOLUTION NO. _____, M-C SERIES

A RESOLUTION PROMULGATING THE RESULTS OF AN ELECTION HELD IN THE CITY OF SULPHUR, LOUISIANA ON NOVEMBER 18, 2023.

Whereas, on November 18, 2023, an election was held in the City of Sulphur, Louisiana to determine the propositions hereinafter set out;

WHEREAS, the returns of said election were canvassed by the Council according to law and notice duly given as provided by law, and the result of said election was declared to be in favor of the Proposition;

NOW, THEREFORE, BE IT RESOLVED by the City Council, the governing authority of the City of Sulphur, Louisiana, as follows:

SECTION 1. An election was held in the City of Sulphur, Louisiana, on November 18, 2023, to determine the proposition hereinafter set out; that said election was duly and properly called by the Board by a resolution adopted on May 8, 2023, and recorded in the records of said

Council, that notice of said election embracing all matters required by law to be contained therein was given by publication in the American Press, a newspaper published in Sulphur, Louisiana, and of general circulation in the City, on September 6, September 13, September 21 and September 30, the first of said publications being not less than 45 days nor more than 90 days prior to the date set for said election; that this Council did in said resolution designate the polling places for said election and did provide for the use of voting machines in the conduct of said election; that election officials were duly selected; that each election official received the certificate of instruction of the use of the voting machines and his duties in connection therewith as required by law; that the State Custodian of Voting Machines and the Clerk of the Court and Ex-Officio Parish Custodian of Voting Machines of Calcasieu Parish made available on the day of the election at the polling places designed for the conduct of said election the necessary voting machines and all necessary equipment and paraphernalia required by law in connection with the use of voting machines at elections; that the Registrar of Voters and the Clerk of Court of Calcasieu Parish furnished to the election Commissioners and Commissioners-in-Charge copies of the precinct registers for each precinct or ward entitled to vote at such polling places; that the Louisiana State Bond Commission approved the election on June 14, 2023; that the Louisiana Secretary of State prepared and certified that ballot used in the voting machines as required by law; that the proposition voted on in said election and as it appeared in said voting machine was in due form provided by law and the resolution adopted by this Council on May 8, 2023, calling said election; that the results of said election were written on a large sheet of paper at said polling places, which sheet of paper was signed by each of the election officials designated to conduct such election at said polling places and which sheet was thereupon posted in public view at the polling places in accordance with law; that only qualified electors under the Constitution and laws of the State of Louisiana voted at said election; that the officials who served at said election were duly and properly appointed; that the places of all absent election officials were properly filled in accordance with law; that before opening the polls all election officials were properly sworn in accordance with law; that the polls at the voting places were opened at 7:00 a.m. and remained open and until not later than 8:00 p.m.; that after the closing of the polls the votes for and against the proposition were properly counted and tallied and the necessary tabulation blanks, certificates and statements were made by the election officials in accordance with law and the voting machines delivered to the Clerk of Court and Ex-Officio Custodian of Voting Machines in and for Calcasieu Parish, Louisiana, and a copy of the results of said election delivered to the Clerk of the District Court of Calcasieu Parish as required by Louisiana Revised Statutes 18:1190 E; that on November 21, 2023, that being the third day after said election the Clerk of Court and Ex-Officio Custodian of Voting Machines, after breaking the seals and opening the voting machines used in said election did transcript the totals for the proposition voted upon at said election; and that all things whatsoever required by law to be done in connection with the holding of said election were properly and duly performed in manner and form as require by Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and the general election laws of the State of Louisiana.

SECTION 2. In said election the following propositions were approved by a majority of the electors qualified to vote and voting in said election in the City of Sulphur, Louisiana:

CITY OF SULPHUR PROPOSITION NO. 1 - FIRE MILLAGE RENEWAL

Shall the City of Sulphur, Louisiana be authorized to renew, levy, and collect an existing tax each year for a period of ten (10) years, a special tax of five (5) mills on the dollar, beginning with and including the year 2025, on all property subject to taxation within the corporate limits of the City of Sulphur, Louisiana with collections from the levy of the tax estimated to be \$ \$1,058,824 for one entire year, for the purpose of purchasing additional equipment for, and enlarging and improving the present facilities of, the Fire Department of the City of Sulphur, Louisiana, for the maintenance of said equipment, improvements and facilities, and for salaries for the maintenance and operation of said department, constituting works of permanent public improvement, title to which shall be in the public?

CITY OF SULPHUR PROPOSITION NO. 2 - STREET MILLAGE RENEWAL

Shall the City of Sulphur, Louisiana be authorized to continue to renew, levy, and collect an existing tax each year for a period of ten (10) years a special tax of five (5) mills on the dollar, beginning with and including the year 2025, on all property subject to taxation within the corporate limits of the City of Sulphur, Louisiana with collections from the levy of the tax estimated to be \$ \$1,058,824 for one entire year, for the purpose of graveling, shelling, hard-surfacing, installation of culverts and drains, and otherwise

improving the streets for the City of Sulphur, and for the maintenance thereof, constituting works of permanent public improvement, title to which shall be in the public?

SECTION 3. The results of said election shall be promulgated by publication of this resolution of promulgation one time in the American Press, a newspaper published in Sulphur, Louisiana, the official journal of the Council and of general circulation in the City.

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana on this _____ day of
_____, 2023.

DRU ELLENDER, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____ M-C SERIES

Resolution amending Resolution No. 3553, M-C Series, which awarded low bid for annual supply of pipe and fittings.

WHEREAS, while Purchasing Department was drafting tab sheets, the apparent low bidder was awarded to Coburns in the amount of \$9,193.70.00. The bid should have been awarded to Ferguson Waterworks in the amount of \$13,120.00 since Coburn's did not bid on every item in that section.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Resolution No. 3553, M-C Series and award the bid in Section VIII as follows:

<i>Tabulation for Annual Supply of Pipes and Fittings</i>				
SECTION	FERGUSON WATERWORKS	COBURN'S		AWARDED VENDOR
SECTION I	\$19,813.99	\$17,810.42		COBURNS
SECTION II	\$29,292.93	\$28,860.55		COBURNS
SECTION III	\$44,307.83	\$56,551.90		FERGUSON
SECTION IV	\$13,932.32	\$12,491.10		COBURNS
SECTION V	\$1,059.13	NO BID		FERGUSON
SECTION VI	\$22,751.99	\$14,113.10		COBURNS
SECTION VII	\$6,971.00	\$5,747.01		COBURNS
SECTION VIII	\$13,120.00	\$9,193.70		FERGUSON *****
SECTION IX	\$7,633.36	NO BID		FERGUSON
SECTION X	\$12,302.80	\$12,450.24		FERGUSON
SECTION XI	\$4,053.88	\$2,717.45		COBURNS
SECTION XII	\$9,283.25	NO BID		FERGUSON
SECTION XIII	\$1,158.00	\$1,206.25		FERGUSON
TOTAL DELIVERED	\$185,680.46	\$161,141.72		

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this _____, day of
_____, 2023.

DRU ELLENDER, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

Resolution accepting Substantial Completion for the Police Department – Project: CPSPD.

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 the Police Department – Project: CPSPD.

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this ____ day of
_____, 2023.

DRU ELLENDER, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

PUNCH LIST

Owner: City of Sulphur
 Engineer: Meyer & Associates, Inc. Engineer's Project No.: H1-21118-DA
 Contractor: Pat Williams Construction, LLC
 Project: Sulphur Law Enforcement Center Hurricane Laura Repairs

Type of Inspection	<input type="checkbox"/> Preliminary	<input checked="" type="checkbox"/> Substantial	<input type="checkbox"/> Final	<input type="checkbox"/> 1-year Warranty
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Date of Punch List/Inspection: December 4, 2023

Inspection was conducted with the following representatives present:

Owner: Austin Abrahams Engineer: Byron Racca, P.E.
 Contractor: Trevor Hargroder Architect: Randy Goodloe
 Inspector: Jacob Broussard

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

NO.	ITEM	VALUE
1	As-Builts provided to Project Architect and Engineer	\$ 2,500.00
2	Office 106 - Replace western light fixture	\$ 100.00
3	Women's Locker 111 & Men's Locker 112 - Install shower head	\$ 100.00
4	Reception 102 - Repair VCT flooring in center of room	\$ 500.00
5	Vestibule 101 & Reception 102 - Complete caulking of ballistic glass structural wall	\$ 100.00
6	Storage 119 - Repair entry door casing	\$ 100.00
7	Office 123 & 126 - Install ceiling grid and tiles	\$ 500.00
8	Office 123 - Caulk window frame and Install window blind	\$ 500.00
9	Remove all existing fire alarm electrical connections upon satisfactory completion of new fire alarm system	\$ 500.00
10	Trusty 140 - Install shower head	\$ 100.00
11	Laundry 139 - Complete water line repair in northern wall <i>(Sulphur Public Works Department will assist with wall patching)</i>	\$ 500.00
12	Storage 135 - Remove abandoned CAT 5E wire near southern wall	\$ 100.00

NO.	ITEM	VALUE
13	Storage 135 - Install box plate on abandoned switch box on northern wall	\$ 100.00
14	Kitchen 143 - Complete all project scope of work (electrical, fire suppression, celing, etc.)	\$ 5,000.00
15	Eastern Exterior Wall - Install Post Supported Canopy per contract	\$ 2,500.00
16	Northern Exterior Wall - Secure existing HVAC insulated supply lines to exterior wall	\$ 500.00
17		
	TOTAL	\$ 13,700.00