

AGENDA
SULPHUR CITY COUNCIL MEETING
MONDAY, JANUARY 13, 2025, AT 5:30 P.M.

THERE WILL BE A REGULAR MEETING OF THE SULPHUR CITY COUNCIL **MONDAY, JANUARY 13, 2025, 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
APPROVAL OF AGENDA

1. PROCLAMATION to Kyle Cook, Band Director at Maplewood Middle School, for being a recipient of the Milken Education Award. I01-25 (Melinda Hardy)
2. PRESENTATION OF AUDIT for fiscal year ending June 30, 2024, and Resolution accepting same. RES01-25 (Mayor Danahay)
3. PUBLIC HEARING on ordinance granting an Exception to Carolyn Chitty, 4001 Maplewood Drive, to allow for living in a Business District. ORD01-25 (Mandy Thomas)
4. PUBLIC HEARING on ordinance amending Chapter 17, Article II – Utility Use or Right of Way Regulations. ORD02-25 (Mayor Danahay)
5. PUBLIC HEARING on ordinance amending Chapter 17, Article VII – Franchise Agreements. ORD03-25 (Mayor Danahay)
6. PUBLIC HEARING on ordinance authorizing Mayor Danahay to enter into a Cooperative Endeavor Agreement with West Calcasieu Cameron Hospital for water service. ORD04-25 (Mayor Danahay)
7. RULE TO SHOW CAUSE for the condition of the following addresses:
 - a. To condemn building or structure located at 102 Louisiana Avenue, in accordance with Article IX, Section 5-286 through 5-296 of the Code of Ordinances. (Melinda Hardy)
 - b. To condemn building or structure located at 229 Rio Hondo, in accordance with Article IX, Section 5-286 through 5-296 of the Code of Ordinances. (Mandy Thomas)

- c. To condemn building or structure located at 1305 West Burton Street, in accordance with Article IX, Section 5-286 through 5-296 of the Code of Ordinances. (Dru Ellender)
 - d. To condemn building or structure located at 1307 West Burton Street, in accordance with Article IX, Section 5-286 through 5-296 of the Code of Ordinances. (Dru Ellender)
 - e. To condemn building or structure located at 1016 West Verdine Street, in accordance with Article IX, Section 5-286 through 5-296 of the Code of Ordinances. (Dru Ellender)
 - f. To condemn building or structure located at 924 Elm Street, in accordance with Article IX, Section 5-286 through 5-296 of the Code of Ordinances. (Melinda Hardy)
8. RESOLUTION authorizing the advertisement of bids for Verdine Water Plant Improvements Phase 3. RES02-25 (Mayor Danahay)
9. RESOLUTION accepting streets for maintenance in The Cedars Subdivision. RES03-25 (Mayor Danahay)
10. RESOLUTION approving liquor licenses for 2025. RES04-25 (Mayor Danahay)
11. RESOLUTION appointing a member from District 4 to the Armed Forces Commission. RES05-25 (Joy Abshire)
12. 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, February 12, 2025, at 5:30 p.m. in the Council Chambers located at 501 Willow Avenue, 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, 2024.

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, 2024.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2025.

NICK NEZAT, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

ORDINANCE NO. M-C SERIES

ORDINANCE GRANTING AN EXCEPTION TO CAROLYN CHITTY, 4001
MAPLEWOOD DRIVE, TO ALLOW FOR LIVING IN A BUSINESS DISTRICT.

WHEREAS in accordance with Article IV, Part 3, Section 4 (3) of the Land Use Ordinance of the City of Sulphur, application has been received from Carolyn Chitty, 4001 Maplewood Drive, to allow for living in a Business District for the following described property:

THE NORTH 115 FT OF LOT 33 BLK 1 HOLLYWOOD, LESS PARC TO
CITY TO WIDEN STREET

This Exception is granted by the City of Sulphur and may be withdrawn by the City of Sulphur should said Exception 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 Exception, 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.

If City Council does hereby approve this Exception the owner of this Exception 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 Exception.

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

BE IT ORDAINED by the City Council of the City of Sulphur Louisiana, that they do hereby grant an Exception to Carolyn Chitty, 4001 Maplewood Drive, to allow for living in a Business District.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this ____
day of _____, 2025.

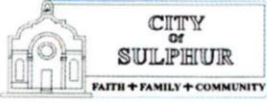
NICK NEZAT, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this ____ day of _____, 2025, 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 _____, 2025, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk



CITY OF SULPHUR
APPLICATION FOR

DEVELOPMENT APPROVAL

Date Received 12/2/24

\$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 Carolyn Chitty DATE 12-2-24

PROPERTY OWNER INFORMATION

Name of Property Owner Carolyn Chitty

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

Mailing Address: 4005 maplewood City: Sulphur State: LA Email: carolyn@limitedofficesupplies.com

Physical Address: SAME City: _____ State: _____

Phone Number (H) _____ (W) 337-625-2442 (C) 337-912-1901

PROPERTY INFORMATION

Location Address: 4001 maplewood Dr

Present Zoned Classification: Business

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 CC

REQUEST INFORMATION

REZONE EXCEPTION SUBDIVISION BILLBOARD PRE. PLAT FINAL PLAT

DOES REZONE REQUIRE FENCING NAME OF SUBDIVISION _____

Zoning Change: From _____ To _____

Purpose of Request: To allow for living in a business district.

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: C. Chitty Date: 12-2-24

	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? Flood zone classification _____ bfe _____ ft.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Memo

To: Land Use and Planning Commissioners
From: Austin Abrahams
Director, Department of Public Works
CC: Arlene Blanchard, Mayor Mike Danahay
Date: 12/6/2024
Re: **4001 Maplewood Drive** - Exception Request

Comments: **Application:**

Carolyn Chitty has requested an exception for the property located in a Business District pursuant to Article IV, Part 3, Section 4(3)(a) of the Land Use Ordinance (Ordinance).

Situation:

The applicant has possible tenants and is requesting the exception to allow for living in a Business District.

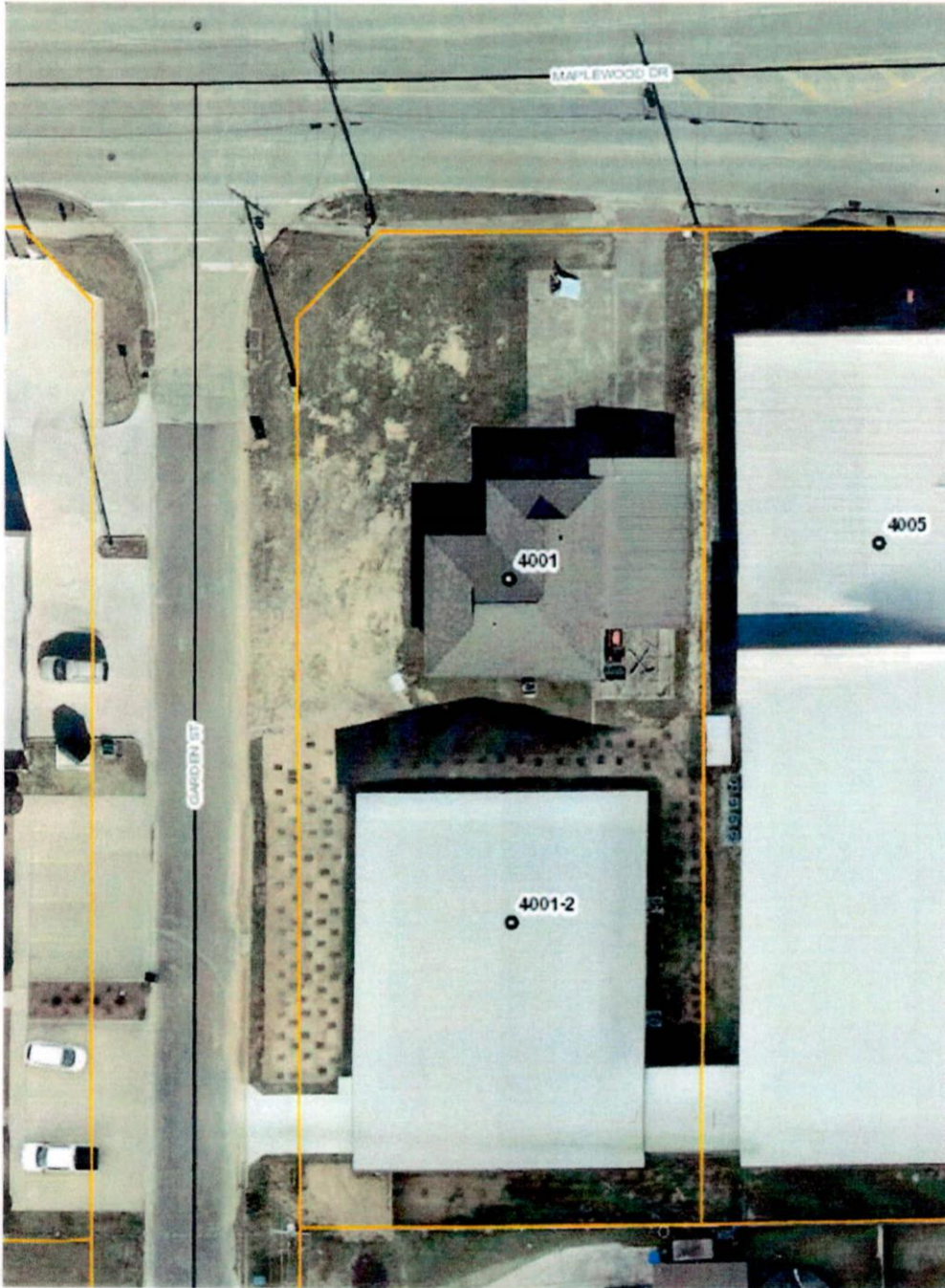
Findings:

The following findings are offered for your consideration:

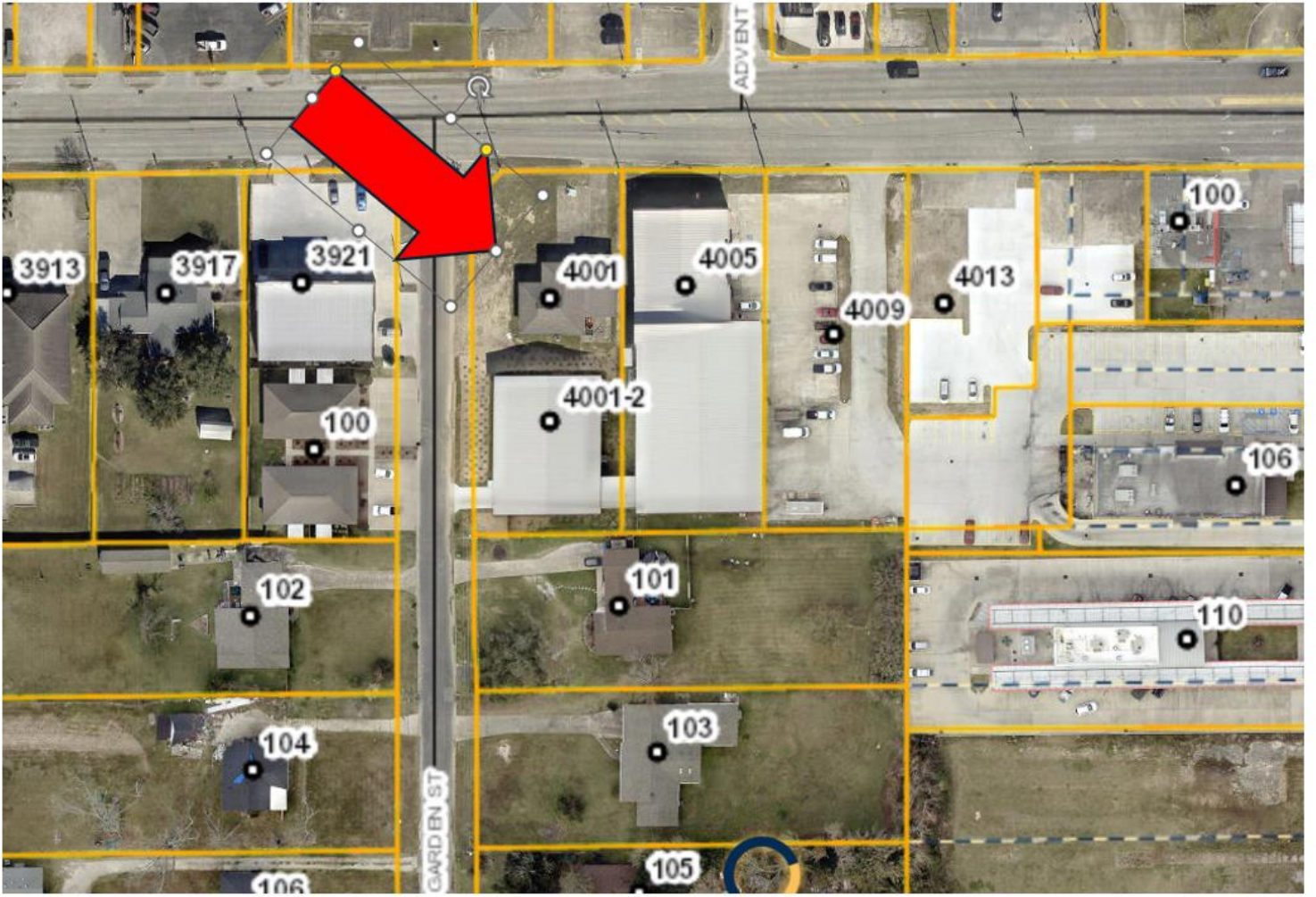
1. The Application appears substantially complete.
2. The considered area is bordered by **developed land**.
3. The considered area is bordered by land zoned **Business and Residential**.
4. In accordance with Article IV, Part 3, Section 4(3)(a) of the Ordinance an exception may be granted by the Land Use Commission and City Council to all uses permitted in Residential District, Mixed Residential District and Mobile Home District.

Recommendations:

No objection to the requested exception.









ORDINANCE NO. _____, M-C SERIES

AN ORDINANCE AMENDING CHAPTER 17, ARTICLE II, SECTION 19 –
UTILITY USE OR RIGHT OF WAY REGULATIONS – ESCROW
REQUIRED.

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

Sec. 17-19. Escrow—Required; maximum.

A guarantee escrow deposit to ensure the satisfactory completion of the permitted work, and future repairs shall accompany application for a permit under this article. This deposit shall be in the form of a certified check made payable to the city and the amount thereof shall be calculated in accordance with the schedules provided in this article. Such amount shall, in no case, exceed fifty thousand dollars (\$50,000.00). This guarantee deposit amount shall be required for all work within city right-of-way with the exception of landscaping or aerial supply and aerial communication lines.

Length of Total Infrastructure	Amount of Deposit
100 miles or more	\$50,000
25—99 miles	\$22,500
Less than 25 miles	\$5,000

1. Bond in lieu of guarantee deposit.

If the work permitted necessitates excavation within or the cutting into any public place in the city, the public works director may require a bond in the amount of \$250,000.00 containing a clause indemnifying and holding the city harmless from liability arising out of the permittee’s activities, a clause guaranteeing payment of all persons providing labor and materials on the activity allowed by the permit and a clause guaranteeing the replacement of the public place affected thereby and providing that the permittee shall put the same in a condition compliant with current community development standards, and within the time specified by the public works director, and maintains it in such condition for a period of one year after the completed job is accepted by the city.

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

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this ____ day of
_____, 2025.

NICK NEZAT, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2025, 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 _____, 2025
the foregoing ordinance which has been
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ORDINANCE NO. _____, M-C SERIES

AN ORDINANCE AMENDING CHAPTER 17, SECTION 82 OF THE CODE OF ORDINANCES OF THE CITY OF SULPHUR – ABSENCE OF FRANCHISE AGREEMENT.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Chapter 17, Section 82 of the Code of Ordinances of the City of Sulphur to read as follows:

Sec. 17-82. Absence of franchise agreement.

In the absence of a franchise agreement, all utilities which seek to locate their facilities an infrastructure in city right-of-way shall be required to pay an annual payment of five dollars (\$5.00) per linear foot for each linear foot in which they located utilities in city right-of-way. Such payment shall be made prior to the issuance of a permit for installation of the utility. After the initial payment, the annual payment shall become due and owing on the first day of the following year, subject to pro-ration based upon the date of original installation. In the event that the annual payment has not been received by the city on or before March 1 of the year following installation, and March 1 of all subsequent years, the city shall have the right to remove the utility with no recourse to the owner of such utility. By placing such utilities in the right-of-way of the city, utility providers acknowledge and agree to the provisions of this section.

Utility providers that hold a state-issued certificate of authority, a fee of five percent of the gross revenues shall be collected and remitted.

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

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this ____ day of
_____, 2025.

NICK NEZAT, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2025, 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 _____, 2025
the foregoing ordinance which has been
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING MAYOR MIKE DANAHAY TO ENTER INTO
A COOPERATIVE ENDEAVOR AGREEMENT WITH WEST CALCASIEU
CAMERON HOSPITAL FOR WATER SERVICE.

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 West Calcasieu Cameron Hospital for water service.

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

APPROVED AND ADOPTED by
City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2025.

NICK NEZAT, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2025, 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 _____,
2025, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

COOPERATIVE ENDEAVOR AGREEMENT

This Cooperative Endeavor Agreement (this “Agreement”) is entered into on the ____ day of _____, 2024 (“Effective Date”), by and between Calcasieu-Cameron Hospital Service District (“District”), a political subdivision of the state of Louisiana created by operation of law and, in particular, La. R.S. 46:1051, et seq., and the City of Sulphur, a body politic and political subdivision of the State of Louisiana, herein represented by its duly authorized and acting Mayor, Mike Danahay (“City”).

WITNESSETH

WHEREAS, the City is a political subdivision of the State of Louisiana (“State”), and is authorized by the laws of the State to acquire, own, possess and maintain works of public improvement, title to which shall be in the public; and

WHEREAS, the City has authority to act herein by Ordinance No. _____, passed and adopted by the City Council of the City dated _____, a copy of which is attached hereto as Exhibit A; and

WHEREAS, Article VII, Section 14(c) of the Louisiana Constitution 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”; and

WHEREAS, the City provides water and other utility services as a public function, which impacts and provides a benefit to the District; and

WHEREAS, the District seeks access to improved public infrastructure, including water, for their property which will have the added benefit of providing a direct water supply in the event of an emergency situation wherein the City cannot provide the water needs of the District; and

WHEREAS, the District owns the parcel(s) of land located in Calcasieu Parish, Louisiana, as described on Exhibit B attached hereto and made a part hereof, at municipal address 701 Cypress Street, Sulphur, Louisiana 70663 (the “District Property”); and

WHEREAS, the District will install and/or construct a water booster station (the “Station”) on the District Property; and

WHEREAS, the Station will encompass a ground storage tank (the “Tank”) that will store up to 500,000 gallons of in-line water; and

WHEREAS, the City is entering into this Agreement in order for the City to provide the District with access to and use of the City’s water supply and related services in connection with the Station and the Tank; and

WHEREAS, the District is entering into this Agreement in order for the District to (i) obtain approval from the City to install and/or construct the Station and the Tank on the District Property, and (ii) access and use the City’s water supply and related services in connection with the Station and the Tank; and

WHEREAS, after completion of the installation of the Station by the District, the City's water supply connection to the Station will be maintained by the City, and the Station and the Tank therein will be operated and maintained by the District; and

WHEREAS, this Agreement is entered into pursuant to the authority granted to the District pursuant to La. R.S. 46:1077, and in accordance with the provisions of Article VII, Section 14(C) of the Constitution of Louisiana and for the purpose of obtaining a tangible benefit and public purpose in accordance with Article VII, Section 14(C) of the Constitution of Louisiana; and

WHEREAS, the City and the District enter into this Agreement in order to set forth certain of their respective privileges, duties and responsibilities in connection with the installation of the Station and the District's access to and use of the City's water supply and related services in connection with the Station.

NOW THEREFORE, in consideration of the premises, the mutual covenants hereinafter contained, and the mutual benefits accruing therefrom, the parties hereto do hereby agree as follows:

Section 1. District Property. In consideration of the covenants herein stipulated to be performed by the City and upon the terms and conditions herein specified, the District hereby grants at no cost to the City a personal servitude in the nature of a right of use in and to the District Property for the purpose of the City providing the District with connection to, access to and use of the City's water supply and related services in connection with the Station at the District Property (the "City's Right of Use"). Notwithstanding anything in this Agreement to the contrary, no "rent" or other payments are owed or due from the City to the District as consideration for the City's Right of Use, as the City's Right of Use is being granted in exchange for the District's right to connect to, access and use the City's water supply in connection with the Station and the Tank for the District's benefit as well as the benefit of the patients of the District, and the value inherent therein except for the City's ordinary charges to the District related to the actual use of the City's water by the District in filling the tank or otherwise.

Section 2. City Water Supply. In consideration of the covenants herein stipulated to be performed by the District and upon the terms and conditions herein specified, the City hereby (i) approves the District's installation and construction of the Station and the Tank on the District Property, and (ii) grants at no cost to the District, other than the ordinary charges for any water actually used, a personal servitude in the nature of a right of use in and to the City's water supply for the sole purpose of the District connecting to, accessing and using the City's water supply and related services in connection with the Station on the District Property (the "District's Right of Use"). Notwithstanding anything in this Agreement to the contrary, no "rent" or other payments are owed or due from the District to the City as consideration for the District's Right of Use except for ordinary charges related to the actual use of the City's water.

Section 3. Covenants of the City and the District.

3.1 Operation and Maintenance. The District's and the City's respective responsibilities for any operation of or repairs, renovations or replacements to the City's water supply connection, the Station, and the Tank are as follows.

(a) Water Supply Connection. In connection with the City's Right of Use, the

City will maintain the City's water supply connection to the Station in good working order and in at least as good condition as it is as of the Effective Date.

- (b) Tank. The District will be responsible for all installation, operation and maintenance of the Station and the Tank therein. In the event of a disaster where the City loses water pressure, the District will close its valve from the City and operate only on and from the Station and the Tank. The District will generally keep the Tank at approximately one-quarter capacity; however, in the event of a planned or possible water outage, the District will increase the Tank's water storage to capacity after coordination with the City on the timing.

3.2 Compliance with Laws. The District shall cause the Station and the Tank to be in conformity with all applicable laws, ordinances and regulations, and other governmental rules, orders and determinations now or hereafter enacted, made or issued, whether or not presently contemplated (collectively "Legal Requirements"). The City shall cause the City's water supply and related water services provided to the District hereunder to be in conformity with all Legal Requirements. Each party shall notify the other party promptly of any notices or other communication, whether oral or written, from or to any government agency or non-governmental entity with respect to actual or alleged non-compliance relating to any activities contemplated under this Agreement. The District and the City each agree to abide by the requirements of the following as applicable and amended: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964; Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975; Fair Housing Act of 1968; and, Americans with Disabilities Act of 1990. The District and the City each agree not to discriminate in its employment practices, and shall render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by the District or the City, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

Section 4. Mineral Rights. The District shall retain all mineral rights relating to the District Property.

Section 5. Indemnification. (a) The City agrees to defend, indemnify and hold harmless the District and its commissioners, trustees, directors, officers, the Calcasieu Parish Police Jury and its elected Jurors, employees and agents ("District Indemnified Parties") from and against any and all losses, claims, damages, liabilities, costs and expenses (including reasonable attorney's fees and expenses related to the defense of any claims), joint or several, which may be asserted against any of District Indemnified Parties (1) as a result of the installation of the connection by the City or the entering into this agreement, (2) as a result of any maintenance conducted at or on the City's water supply connection to the Station by the City, or (3) resulting from injury or death of any person or damage to any property occurring on or about the City's water supply connection to the Station to the extent and proportion such death, injury, damage or loss was caused by the intentional or grossly negligent act of the City, or the City's agents or employees. (b) The District agrees to defend, indemnify and hold harmless the City and its trustees, directors, officers, the Sulphur City Council and its elected councilmen and other officials, employees and agents ("City Indemnified Parties") from and against any and all losses, claims, damages, liabilities, costs and expenses (including reasonable attorney's fees and expenses related to the defense of any claims), which may be asserted against any of City Indemnified Parties (1) as a result of the installation of the Station by the District or the entering into this agreement, (2) as a result of any operations and/or maintenance conducted by the District at or on the District Property (including the Station), or (3) resulting from injury or death of any person or damage to any property occurring on or about the District Property to the extent and proportion such death, injury, damage or loss was caused by the intentional or grossly negligent act of the District, or the District's agents or employees. The obligations arising pursuant to this Section shall survive the termination of this Agreement.

Section 6. Legal Documents. The City and the District agree that additional documents may be necessary for the transfer of rights of way and servitudes for recordation in the public records of the Parish of Calcasieu, State of Louisiana. The parties agree to cooperate in accomplishing the intent of this Agreement through the execution of those necessary documents.

Section 7. Amendments and Assignments. Should it be necessary to amend or modify any of the terms and conditions set forth in this Agreement, the requesting party shall submit a written amendment to the other party with the understanding that no amendment to this Agreement shall be valid unless and until it is agreed upon and signed by all parties. This Agreement shall not be assignable by any party without the written consent of the other party.

Section 8. Records and Audits. For audit purposes, all records shall be made available to either party at no additional charge for such information. If any confidential information is obtained during the course of this Agreement, both parties agree not to release that information without the written approval of the other party unless instructed otherwise by court order or as required by law.

Section 9. Representations. The City and the District represent and warrant to each other that this Agreement has been duly authorized by official action of each, and that the persons appearing herein have proper authority to execute and deliver this Agreement, which constitutes the legal, valid and enforceable agreement of each, all in accordance with its terms.

Section 10. Authorship. The parties have had an opportunity to negotiate the language of this Agreement in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship. The parties hereby waive the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Agreement, including but not limited to, any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any person that becomes a party by reason of assignment and/or assumption of this Agreement and any successor to a signatory party.

Section 11. Severability, Entire Agreement, and Captions. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana, without reference to the conflicts of laws principles thereof. The parties shall first attempt to resolve any controversy, dispute or disagreement arising out of or relating to this Agreement, or the breach thereof, through good faith negotiations. If the parties cannot resolve the controversy, dispute or disagreement through good faith negotiations within thirty (30) days, the aggrieved party may pursue litigation through the state court of proper jurisdiction located in Calcasieu Parish, Louisiana. If any provision of this Agreement is held invalid, void or unenforceable under any law or regulation or by a court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be so amended, it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provision of this Agreement. This Agreement, any attached documents, and any referenced documents represent the entire agreement between the City and the District, supersede all prior negotiations, representations or agreements, either written or oral. In the event of a conflict between this Agreement and other documents, the terms of this Agreement shall control.

Section 12. Default. In the event either party shall default in the performance of any covenants or agreements hereunder and such default shall continue for forty five (45) days after written notice thereof, or, if the default is of such a nature that it could not reasonably be cured within such forty five (45) day period and the defaulting party does not, within said forty five (45) day period, commence to cure it and thereafter proceed, with due diligence, to cure it; then, and in addition to any and all other legal remedies and rights, the non-defaulting party may terminate this Agreement.

Section 13. Notices, Demands and Other Instruments. All notices, offers, consents and other instruments given pursuant to this Agreement shall be in writing and shall be validly given when actually delivered or sent by a courier or express service guaranteeing overnight delivery (a) if to the District, addressed to the District at its address set forth below, (b) if to the City, addressed to the City at its address set forth below. The District and the City each may from time to time, specify, by giving notice to the other party, (i) any other address in the United States as its address

for purposes of this Agreement and (ii) any other person or entity that is to receive copies of notices, offers, consents and other instruments hereunder.

If to the District: Calcasieu-Cameron Hospital Service District
701 Cypress Street
Sulphur, Louisiana 70663
Attention: Janie Fruge

If to the City: City of Sulphur
101 N. Huntington St.
Sulphur, Louisiana 70663
Attention: Mayor Mike Danahay

Section 14. No Liens. The City shall not permit any mechanics liens or other liens to be filed against the District Property or any part thereof by reason of any work, labor or materials done on or in, or supplied to, the District Property at the City's request or at the request of any of the City's agents or employees related to the City providing connection to, access to and use of the City's water supply and related water services hereunder. Should any such lien be filed, the City agrees to discharge such lien and cause it to be removed forthwith. Should the City fail to discharge any such lien, the District may (but shall not be obligated to) discharge the same or take such other action as it deems necessary to prevent a judgment or foreclosure on said lien from being executed against the District Property, and all such costs and expenses (including reasonable attorneys' fees and disbursements and consultants fees) incurred by the District shall be repaid by the City to the District on demand. Further, any such failure by the City shall constitute a default under this Agreement.

Section 15. Force Majeure. A party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is beyond the reasonable control of a party, materially affects the performance of any of its obligations under this Agreement, and could not reasonably have been foreseen or provided against, but will not be excused for failure or delay resulting from only general economic conditions or other general market effects. This Force Majeure clause applies to events including (but not limited to) (i) explosion and fire; (ii) epidemics or pandemics; (iii) floods, earthquakes, hurricanes, named storms, or other natural calamities or acts of God; (iv) strikes or other labor disputes; or (v) wars, insurrections, or riots; and (vi) acts of (or failures to act by) any governmental authority.

[Signatures of Parties on following pages.]
[Remainder of current page intentionally left blank.]

SWORN TO AND SUBSCRIBED on this ___ day of _____, 2024, at Sulphur, Calcasieu Parish, Louisiana, after due reading of the whole.

WITNESSES:

CITY OF SULPHUR,
STATE OF LOUISIANA

Print: _____

By: _____
Print: Mike Danahay
Title: Mayor

Print: _____

NOTARY PUBLIC

SWORN TO AND SUBSCRIBED on this ____ day of _____, 2024, at Sulphur, Calcasieu Parish, Louisiana, after due reading of the whole.

WITNESSES:

CALCASIEU-CAMERON HOSPITAL
SERVICE DISTRICT

Print: _____

By: _____

Print:

Title:

Print: _____

NOTARY PUBLIC

**EXHIBIT A
CITY ORDINANCE**

EXHIBIT B
LEGAL DESCRIPTION OF LAND (“District Property”)

RESOLUTION NO. _____ M-C SERIES

Resolution authorizing the advertisement of bids for Verdine Water Plant Improvements Phase 3.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize advertisement for bids for the Verdine Water Plant Improvements Phase 3, said bid to be in accordance with the quantities and specifications on file with the Meyer & Associates.

General Notice

Separate sealed Bids for Verdine Water Treatment Phase 3 Improvements, City of Sulphur; M.A. Project No. A8-19089-DB3 will be received by the Mayor and City Council, at the City Hall, 101 N. Huntington St, Sulphur, Louisiana 70663 until 10:00 A.M (Central Standard Time), on Thursday, February 13, 2025, and shall at that time and place be publicly opened and read aloud. Scope of work includes Phase 3 Improvements of the Verdine Water Treatment Plant including the construction of new raw well water iron reduction system prior to existing manganese greensand pressure filtration system consisting of new Clarifier Plate Settler and factory coated glass-lined bolted steel open top clarifier tank, new factory coated glass-lined Clarifier Effluent Retention storage tank (closed roof), pressure filter transfer pumps, iron sediment rotary lobe pump system, new factory coated glass-lined bolted steel open top Backwash Waste Decant tank with floating decanter equipment, demolition of existing concrete backwash waste storage tank, new chemical injection vaults, new electromagnetic water flow meters, and water treatment facility civil sitework and piping improvements, etc.

Work Classification

Work Classification: Municipal and Public Works Construction and Heavy Construction

Obtaining the Bidding Documents

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

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

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this _____, day of
_____, 2025.

NICK NEZAT, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

**RESOLUTION ACCEPTING STREETS IN THE CEDARS SUBDIVISION
PHASE I INTO THE CITY'S MAINTENANCE SYSTEM.**

WHEREAS, in accordance with Chapter 18, Section 26 of the Code of Ordinances of the City of Sulphur, final plat for The Cedars Subdivision Phase I was adopted by City Council on Monday, December 9, 2024, that included the dedication of right-of-way of streets to the perpetual use of the public and servitudes were granted to the public use for the use of utilities, drainage, sewerage removal or other public purpose for the general use of the public.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, that they do hereby accept the streets in The Cedars Subdivision Phase I into the city's maintenance system as shown on the final plat adopted December 9, 2024.

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____, 2025.

NICK NEZAT, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

Resolution approving liquor licenses for 2025.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby approve the below liquor licenses for 2025:

<u>NAME:</u>	<u>CONTENT:</u>
1. A & B TOBACCO	CLASS B
2. AMERICAN LEGION POST #179	CLASS A
3. BROOKSHIRE BROTHERS #47	CLASS B
4. CAJUN PLAY/LIGHTHOUSE MARKET	CLASS B
5. CANDLEWOOD SUITES	CLASS A
6. CASA OLE #48	CLASS A
7. CASH MAGIC WINNER'S CHOICE	CLASS A
8. CASH MAGIC WINNER'S CHOICE-CS	CLASS B
9. CHILI'S GRILL & BAR	CLASS A
10. CHIMMY'S INC	CLASS B
11. CIRCLE A	CLASS B
12. CLARION POINTE BY CHOICE HOTEL	CLASS A
13. CRACKER BARREL #320	CLASS A
14. CRUST PIZZA COMPANY	CLASS A
15. CVS PHARMACY #5612	CLASS B
16. DELTA FOOD MART #4	CLASS B
17. DOLLAR GENERAL #8694	CLASS B
18. DOLLAR GENERAL #9397	CLASS B
19. DOLLAR GENERAL STORE #22891	CLASS B
20. DOLLAR GENERAL STORE #22893	CLASS B
21. DOUBLE TREE BY HILTON	CLASS A
22. EL TAPATIO MEXICAN COCINA	CLASS A
23. EL VIEJO TONY MEXICAN GRILL SULPHUR	CLASS A

24.	E-Z MART #4415	CLASS B
25.	EXPRESS 27	CLASS B
26.	FIFTH WHEEL CONOCO	CLASS B
27.	FIRST STOP #1	CLASS B
28.	FOOD MART	CLASS B
29.	GATOR BAR	CLASS A
30.	GRAB N GEAUX #7	CLASS B
31.	GRAB N GEAUX #10	CLASS B
32.	GRAB N GEAUX #16	CLASS B
33.	HOLLIER'S CAJUN KITCHEN	CLASS A
34.	IN & OUT #3	CLASS B
35.	JACKPOT JUNCTION CASINO	CLASS A
36.	JOE'S PIZZA & PASTA OF SULPHUR	CLASS A
37.	KAW-LIGA'S WDN INDIAN CLUB	CLASS A
38.	KINGS POINT IV	CLASS B
39.	KINGS POINT V	CLASS B
40.	KROGER #747	CLASS B
41.	KROGER KWIK SHOP #747	CLASS B
42.	KYOTO JAPANESE STEAK HOUSE	CLASS A
43.	LA RUMBA	CLASS A
44.	LEBLEU'S LANDING	CLASS A
45.	LIGHTHOUSE MISSION FUEL	CLASS B
46.	LOS PONCHOS MEXICAN GRILL	CLASS A
47.	MAPLEWOOD DISCOUNT	CLASS B
48.	MARIA'S COCINA MEXICANA	CLASS A
49.	MARKET BASKET #41	CLASS B
50.	MISSE'S GROCERY	CLASS B
51.	MORE 4 LESS #45	CLASS B

52.	NAPOLEON FOOD MART	CLASS B
53.	QUICK STUFF OF SULPHUR	CLASS B
54.	RICHARD'S BOUDIN & SEAFOOD MKT	CLASS A
55.	ROUSE'S MARKET #71	CLASS B
56.	ROYAL PALACE	CLASS A
57.	SAKE JAPANESE INC	CLASS A
58.	SMOKERS EXPRESS	CLASS B
59.	SMOKER'S PARADISE	CLASS B
60.	SOUTHERN SEAS DISTRIBUTING CO	CLASS B
61.	SULPHUR PARKS & REC- GOLF COURSE & GRILL	CLASS A
62.	SULPHUR TRUCK STOP & CASINO	CLASS A
63.	SULPHUR TRUCK STOP- CONV STORE	CLASS B
64.	SUNDOWN SUPER SAVER #4	CLASS B
65.	THE BOILING POINT	CLASS A
66.	TOBACCO PLUS INC #1	CLASS B
67.	TORSTOP LLC	CLASS B
68.	VISION HOTELS DBA HAMPTON INN	CLASS A
69.	WALMART SUPERCENTER #331	CLASS B
70.	WALGREEN'S #10509	CLASS B
71.	WALGREEN'S #2920	CLASS B
72.	WEST CAL ARENA	CLASS A
73.	WEST CAL ARENA & EVENTS CENTER	CLASS A
74.	X-PREZ TOBACCO	CLASS B

75. YELLOWFIN DISTILLERY LLC

CLASS B

BE IT FURTHER RESOLVED that the above liquor licenses shall be approved for 2025.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2025.

NICK NEZAT, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____ M-C SERIES

Resolution appointing _____ from District 4 to the Sulphur Armed Forces Commission.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, that they do hereby appoint _____ from District 4 to serve on the Sulphur Armed Forces Commission.

BE IT FURTHER RESOLVED that the appointed member serve for a period of four (4) years to run concurrent with Sulphur City Council election and may be reappointed by the Sulphur City Council.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____ 2025.

ATTEST:

ARLENE BLANCHARD, Clerk