

AGENDA
SULPHUR CITY COUNCIL MEETING
MONDAY, MAY 13, 2019 AT 5:30 P.M.

THERE WILL BE A REGULAR MEETING OF THE SULPHUR CITY COUNCIL **MONDAY, MAY 13, 2019 AT 5:30 P.M.**, IN THE COUNCIL CHAMBERS LOCATED AT 500 NORTH HUNTINGTON STREET, SULPHUR, LOUISIANA, TO DISCUSS AND ADOPT THE FOLLOWING:

CALL TO ORDER
INVOCATION
PLEDGE OF ALLEGIANCE
ROLL CALL
APPROVAL OF MINUTES OF PREVIOUS MEETING
APPROVAL OF AGENDA

1. RESOLUTION electing a Chairman and Vice-Chairman for City Council.
RES24-19 (Dru Ellender)
2. PRESENTATION by Armed Forces Committee. I06-19 (Dru Ellender)
3. PUBLIC HEARING on ordinance amending Ordinance No. 1614, M-C Series, which provided for regulation of through trucks, and to increase the fine for violators.
ORD39-19 (Mandy Thomas)
4. PUBLIC HEARING on ordinance adopting the annual budget of revenues and expenditures for the fiscal year July 1, 2019 to June 30, 2020 for the City of Sulphur, Louisiana. ORD40-19 (Mayor Danahay)
5. PUBLIC HEARING on ordinance amending Ordinance No. 1554, M-C Series, which set forth water fees charged by the City. ORD41-19 (Mayor Danahay)
6. PUBLIC HEARING on ordinance amending Ordinance No. 1555, M-C Series, which set forth sewer fees charged by the City. ORD42-19 (Mayor Danahay)
7. PUBLIC HEARING on ordinance amending Ordinance No. 1556, M-C Series, which set forth garbage/trash collection fees charged by the City. ORD43-19 (Mayor Danahay)
8. PUBLIC HEARING on ordinance amending Ordinance No. 1557, M-C Series, which set forth commercial sprinkler water fee charged by the City. ORD44-19 (Mayor Danahay)
9. PUBLIC HEARING on ordinance amending Ordinance No. 1558, M-C Series, which set forth septage hauler rates. ORD45-19 (Mayor Danahay)

10. RESOLUTION accepting petition from Henry and Ann Misse, for the annexation of 2 lots located on the west side of Stillwell Street. ORD25-19 (Mike Koonce)
11. PUBLIC HEARING on ordinance enlarging and extending the boundaries of the City of Sulphur, for the annexation of property for Henry and Ann Misse for 2 lots located on the west side of Stillwell Street. ORD46-19 (Mike Koonce)
12. PUBLIC HEARING on ordinance accepting Final Plat from Hambeck Holdings, LLC, for property located at 854 East Lyons Street, to allow for an additional lot. ORD47-19 (Dru Ellender)
13. PUBLIC HEARING on ordinance accepting Final Plat from James Kressman, for property located at 801 East Carlton Street, to allow for an additional lot. ORD48-19 (Dru Ellender)
14. INTRODUCTION OF ORDINANCE accepting Arvel Loop for ownership and maintenance. ORD49-19 (Mayor Danahay)
15. INTRODUCTION OF ORDINANCE authorizing Mayor Danahay to sign the LA DOTD Maintenance Agreement for Mowing and Litter Pickup for FY year ending June 30, 2020. ORD50-19 (Mayor Danahay)
16. INTRODUCTION OF ORDINANCE granting a variance to Tracy Mele, 803 East Carlton, to allow for the enclosure for a pet pig to be located closer than 50' from residential property line. ORD51-19 (Dru Ellender)
17. INTRODUCTION OF ORDINANCE amending Ordinance No. 882, M-C Series which authorized a lease agreement between the City of Sulphur and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless (Benoit Lane). ORD52-19 (Mayor Danahay)
18. INTRODUCTION OF ORDINANCE which sets forth the General Alimony, Street Maintenance, and Fire Maintenance authorized millage rates in the City of Sulphur for the 2019 tax year. ORD53-19 (Mayor Danahay)
19. INTRODUCTION OF ORDINANCE authorizing Mayor Danahay to enter into a Cooperative Endeavor Agreement with the West Calcasieu Chamber of Commerce for sponsorship of HIGHER EDUCATION COLLEGE PREPARATION CONFERENCE (City's share \$2,500.00). ORD54-19 (Mayor Danahay)
20. RESOLUTION awarding bids for 65 Regulators for the Fire Department. RES26-19 (Mayor Danahay)
21. RESOLUTION authorizing the re-advertisement of bids for the Verdine Water Plant New Ground Storage Tank. RES27-19 (Mayor Danahay)

22. RESOLUTION awarding bids for Savoy Road Improvements.
RES28-19 (Mayor Danahay)
23. RESOLUTION awarding bids for Replacement of Rotary Drum Screen.
RES29-19 (Mayor Danahay)
24. RESOLUTION accepting the Municipal Water Pollution Prevention Report.
RES30-19 (Mayor Danahay)
25. RESOLUTION accepting Substantial Completion for 2017 Sanitary Sewer Lining Project. RES31-19 (Mayor Danahay)
26. RESOLUTION approving liquor license for Hebert's Ice House, located at 810 North Beglis Parkway. RES32-19 (Mayor Danahay)
27. RESOLUTION approving liquor license for Grab N Geaux 5, located at 2140 East Napoleon Street. RES33-19 (Mayor Danahay)
28. Public Comment. **3 MINUTES PER SPEAKER - ONLY SPEAK 1 TIME PER ITEM**

ADJOURNMENT

The next regular City Council meeting will be held on Monday, June 10, 2019 at 5:30 p.m. in the Council Chambers located at 500 North Huntington 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 527-4571, describing the assistance that is necessary.

RESOLUTION NO. _____, M-C SERIES

Resolution electing a Chairman and Vice-Chairman for City Council.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby elect Melinda Hardy as Chairman and Mike Koonce as Vice-Chairman for City Council.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2019.

, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

ORDINANCE NO. _____ M-C SERIES

ORDINANCE TO AMEND AND RE-STATE ORDINANCE NO. 1614, M-C SERIES, TO AMEND SECTION 12-52 OF THE CODE OF ORDINANCES OF THE CITY OF SULPHUR.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend and re-state Ordinance No. 1614, M-C Series, to amend Section 12-52 of the Code of Ordinances of the City of Sulphur as follows:

Sec. 12-52. - Transportation routes for hazardous materials and trucks passing through city.

- (a) Vehicles transporting hazardous material, through trucks, as defined in this article, and **all commercial-use vehicles driving on six or more wheels** ~~all vehicles weighing more than two (2) tons~~ shall be restricted to the use of the following routes through the city (and shall never be authorized to travel on any other city streets, drives, or routes):
- (1) Interstate 10 for its entire length through the city. Vehicles exiting from Interstate 10 are restricted to Beglis Parkway (La. Hwy. 27), Cities Service Highway (La. Hwy. 108), and Louisiana Highway 1256.
 - (2) U.S. Highway 90 for its length through the city. Vehicles exiting from U.S. Highway 90 are restricted to Louisiana Highway 1256, Cities Service Highway, Beglis Parkway, and North on Beglis Parkway to Louisiana Highway 27.
 - (3) Cities Service Hwy. from Interstate 10 to U.S. Highway 90. Vehicles exiting from Cities Service are restricted to U.S. Highway 90 and Interstate 10.
 - (4) Beglis Parkway from Interstate 10 to U.S. Highway 90. Vehicles exiting from Beglis Parkway are restricted to Interstate 10 and U.S. Highway 90 and North on Beglis Parkway to Louisiana Highway 27.
 - (5) Louisiana Highway 1256. Vehicles exiting from Louisiana Highway 1256 are restricted to Interstate 10 and U.S. Highway 90.
- (b) A vehicle that would otherwise be in violation of Subsection (a) of this Section may establish as a defense that it was actively engaged in a bona fide delivery to an address within the boundaries of the city at the time of the violation. Proof of this defense shall require contemporaneous documentary evidence and may not be established solely by the testimony of the driver.

Sec. 12-53. - Penalty for violation.

The penalty for violation of this article shall be a confinement of a minimum of thirty (30) days and/or a fine of not less than five hundred dollars (\$500.00) nor more than one thousand dollars (\$1,000.00) for a first offense, and with confinement of up to thirty (30) days and/or a fine of not less than seven hundred fifty dollars (\$750.00) nor more than one thousand dollars (\$1,000) for a second offense and for each subsequent violation.

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

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this 8th
day of _____, 2019.

DRU ELLENDER, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this ____ day of _____, 2019, 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 _____, 2019, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ORDINANCE NO. 1614, M-C SERIES AS AMENDED

ORDINANCE AMENDING SECTIONS 12-52 AND 12-53 OF THE CODE OF ORDINANCES OF THE CITY OF SULPHUR TO PROVIDE FOR THE REGULATION OF THROUGH TRUCKS, AND TO INCREASE THE FINE FOR VIOLATORS.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Sections 12-52 and 12-53 of the Code of Ordinances of the City of Sulphur, to provide for the regulation of through trucks, and to increase the fine for violators to read as follows:

Sec. 12-52. - Transportation routes for hazardous materials and trucks passing through city.

- (a) Vehicles transporting hazardous material, through trucks, as defined in this article, and all vehicles weighing more than two (2) tons shall be restricted to the use of the following routes through the city (and shall never be authorized to travel on any other city streets, drives, or routes):
- (1) Interstate 10 for its entire length through the city. Vehicles exiting from Interstate 10 are restricted to Beglis Parkway (La. Hwy. 27), Cities Service Highway (La. Hwy. 108), and Louisiana Highway 1256.
 - (2) U.S. Highway 90 for its length through the city. Vehicles exiting from U.S. Highway 90 are restricted to Louisiana Highway 1256, Cities Service Highway, Beglis Parkway, and North on Beglis Parkway to Louisiana Highway 27.
 - (3) Cities Service Hwy. from Interstate 10 to U.S. Highway 90. Vehicles exiting from Cities Service are restricted to U.S. Highway 90 and Interstate 10.
 - (4) Beglis Parkway from Interstate 10 to U.S. Highway 90. Vehicles exiting from Beglis Parkway are restricted to Interstate 10 and U.S. Highway 90 and North on Beglis Parkway to Louisiana Highway 27.
 - (5) Louisiana Highway 1256. Vehicles exiting from Louisiana Highway 1256 are restricted to Interstate 10 and U.S. Highway 90.
- (b) A vehicle that would otherwise be in violation of Subsection (a) of this Section may establish as a defense that it was actively engaged in a bona fide delivery to an address within the boundaries of the city at the time of the violation. Proof of this defense shall require contemporaneous documentary evidence and may not be established solely by the testimony of the driver.

Sec. 12-53. - Penalty for violation.

The penalty for violation of this article shall be a confinement of a minimum of thirty (30) days and/or a fine of not less than five hundred dollars (\$500.00) nor more than one thousand dollars (\$1,000.00) for a first offense, and with confinement of up to thirty (30) days and/or a fine of not less than seven hundred fifty dollars

(\$750.00) nor more than one thousand dollars (\$1,000) for a second offense and for each subsequent violation.

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

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this 11th
day of March, 2019.

Dr. Ellender
DRU ELLENDER, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
14th day of March,
2019, at 4:00 o'clock p.m.

Arlene Blanchard
ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received
from the Mayor at 9:00 o'clock a.m.
on this 18th day of March,
2019, the foregoing ordinance which has
approved/vetoed by the Mayor.

Arlene Blanchard
ARLENE BLANCHARD, Clerk

APPROVED

Mike Danahay
MIKE DANAHAY - MAYOR

DATE 3/18/19

AN ORDINANCE ADOPTING THE ANNUAL BUDGET OF REVENUES AND EXPENDITURES FOR THE FISCAL YEAR JULY 1, 2019 TO JUNE 30, 2020, FOR THE CITY OF SULPHUR, LOUISIANA.

BE IT HEREBY ORDAINED by the City Council, City of Sulphur, Louisiana, in general session convened, that:

SECTION I. The attached estimate of revenues as reflected in the summary and such other fiscal exhibits and information as required by Section 1308(D), Louisiana Local Government Act, be and the same, is hereby adopted to serve as the Budget of Revenues for the City of Sulphur for fiscal year July 1, 2019, to June 30, 2020.

SECTION II. The attached statement of anticipated expenditures as reflected in the summary and such other fiscal exhibits and information as required by Section 1308(D), Louisiana Local Government Act, be and the same is hereby adopted to serve as the Budget of Expenditures for the City of Sulphur for the fiscal year July 1, 2019, to June 30, 2020.

SECTION III. The adoption of the Budget of Expenditures as reflected in the line-item budget filed with the Clerk of the Council containing object of expenditure classifications shall be declared to be the appropriation of the amount set therein as established in each budget classification by object of expenditure.

SECTION IV. The adoption of the Capital Improvement Budget as submitted for a period of five years with the first year being for the budget year 2019-2020 shall be for the expenditures as appropriated therein.

SECTION V. The amounts appropriated for all accounts shall not exceed the amounts fixed therefor in the Budget of Expenditures unless all terms and conditions of the Sulphur Home Rule Charter are complied with. In accordance with Section 5-04 (E) of the Sulphur Home Rule Charter (Transfer of Appropriations): At any time during the fiscal year the Mayor may transfer part or all of any unencumbered appropriation within programs or functions. Nothing contained in this section shall be construed to prohibit the governing authority from amending or making an appropriation to and for a contingent fund to be used in cases of emergency.

BE IT FURTHER ORDAINED that this Ordinance shall become effective July 1, 2019.

APPROVED AND ADOPTED by the City Council of the City of Sulphur, Louisiana, on this ____ day of _____, 2019.

DRU ELLENDER, Chairman

I HEREBY CERTIFY that the foregoing ordinance has been presented to the Mayor on this ____ day of _____, 2019, at _____ o'clock ____ .m.

Arlene Blanchard, Clerk

I HEREBY CERTIFY that I have received from the Mayor at _____ o'clock ____ a.m. on this ____ day of _____, 2019, the foregoing ordinance which has been approved/vetoed by the Mayor.

Arlene Blanchard, Clerk

April 29, 2019

Honorable Members of the Sulphur City Council
Sulphur, Louisiana

Re: Capital Improvement Budget Message

Council Members:

The proposed Capital Projects Budget is designed to address funded ongoing projects and new proposed projects separately under the common functions of (1) Wastewater Projects, (2) Water Projects, (3) Street Improvement Projects, and (4) Public Improvement Projects.

New funding is provided for Maplewood and Maplefork Lift Station (\$350,000), Maplewood Sewer Rehab (\$500,000), Hazel Street (\$260,000), Henning and Weekly Overlay (\$50,000), and Bridge Rehabilitation and Repairs (\$300,000).

Additional funds have been budgeted for the following on-going projects: Arizona St./108 Lift Station Reconstruction (\$2,750,000), Collection System Improvements (\$3,000,000), All Lift Station Improvements (\$650,000), Wastewater Plant Improvements (\$275,000), Water Distribution (\$2,000,000), Water Treatment Facility Improvement (\$500,000), Water Ground Storage Tank (\$2,600,000), Water Well for Verdine Plant (\$700,000), Asphalt Street Maintenance (\$2,100,000), Signalization (\$75,000), EWS Mimosa Streets Improvements (\$900,000), Drainage (\$75,000), Traffic Markings (\$100,000), 2018 Street Rehabilitation (\$1,000,000), Building Improvements (\$3,500,000), Fire Station Improvements (\$125,000) and Fire Truck (\$500,000). **Note: Asphalt Street Maintenance includes patching only, patching followed by overlay and reconstruction of asphalt streets.**

The Capital Projects Budget is based on available funds in which \$12,050,000 are funded by the bond borrowed in 2018 and modifications may occur accordingly. Our goal is to continue providing infrastructure improvements throughout the City.

Respectfully submitted,

MICHAEL E. DANAHAY
Mayor

CITY OF SULPHUR, LOUISIANA
PUBLIC UTILITY FUND - BUDGET FOR YEAR ENDING
June 30, 2020

Prior Year FY 2017-2018	Current Year FY 2018-2019	Upcoming Year FY 2019-2020
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OPERATING REVENUES:

	Original Budget		Last Adopted Budget		Actual Year-to-Date as of February 28, 2019		Estimated Remaining for Year		Projected Actual Result at Year End		% Change Last Adopted Budget vs. Projected Actual Result at Year End		Proposed Budget		% Change Last Projected Actual Result at Year End vs. Proposed Budget	
	Audited	Budget	Budget	Budget	February 28, 2019	for Year	for Year	at Year End	at Year End	Result at Year End	Result at Year End	Budget	Budget	vs. Proposed Budget	vs. Proposed Budget	
Charges for water services	\$ 3,286,834	\$ 3,496,750	\$ 3,549,852	\$ 3,549,852	\$ 2,359,319	\$ 1,179,659	\$ 3,538,978	\$ 6,475,137	\$ 6,475,137	\$ 4,364,200	23.32%	\$ 4,364,200	\$ 7,987,436	23.36%	\$ 4,364,200	23.32%
Charges for sewer services	6,075,193	6,170,050	6,285,153	6,285,153	4,316,758	2,158,379	6,475,137	10,014,115	10,014,115	7,987,436	23.36%	7,987,436	12,351,636	23.34%	7,987,436	23.34%
Total Operating Revenues	9,362,027	9,666,800	9,835,005	9,835,005	6,676,077	3,338,038	10,014,115	10,014,115	10,014,115	12,351,636	23.34%	12,351,636			12,351,636	23.34%

OPERATING EXPENSES - BY DEPARTMENT:

Administration	1,457,858	709,305	708,112	708,112	382,313	242,174	624,487	322,462	624,487	-11.81%	829,667	32.86%
Utility Billing	-	410,316	408,567	408,567	211,536	110,926	372,462	110,926	372,462	-21.07%	399,129	23.78%
Water Operation	1,989,758	2,279,742	2,367,912	2,367,912	1,062,441	694,895	1,757,336	1,757,336	1,757,336	-25.79%	2,624,269	49.33%
Water Maintenance	688,542	656,707	659,667	659,667	355,572	163,765	519,337	519,337	519,337	-21.27%	678,587	30.66%
Wastewater Operation	4,533,986	4,916,803	4,911,615	4,911,615	2,695,870	1,980,328	4,676,198	4,676,198	4,676,198	-4.79%	4,951,340	5.88%
Wastewater Maintenance	495,452	478,431	527,694	527,694	274,503	161,481	435,984	435,984	435,984	-17.38%	567,099	30.07%
Total Expenses By Department	9,165,596	9,451,304	9,583,567	9,583,567	4,982,234	3,353,569	8,335,803	8,335,803	8,335,803	-13.02%	10,050,091	20.57%

OPERATING EXPENSES - BY CHARACTERS:

Salaries	1,397,521	1,513,200	1,602,249	1,602,249	987,354	522,717	1,510,071	835,273	1,510,071	-5.75%	1,737,427	15.06%
Employee benefits	1,060,158	789,881	828,095	828,095	551,193	284,080	835,273	6,931	835,273	0.87%	997,932	19.47%
Travel and training	8,993	27,800	27,800	27,800	5,044	1,887	6,931	6,931	6,931	-75.07%	44,023	535.17%
Maintenance	1,500,063	1,992,673	1,992,673	1,992,673	444,490	1,051,100	1,495,590	1,495,590	1,495,590	-24.95%	1,991,079	33.13%
Utilities	708,975	727,000	727,000	727,000	457,259	228,630	685,889	685,889	685,889	-5.65%	767,040	11.83%
Professional and contractual services	974,992	708,580	708,580	708,580	233,551	101,906	335,457	335,457	335,457	-52.66%	731,827	118.16%
Operating cost	149,721	163,170	163,170	163,170	106,744	29,962	136,706	136,706	136,706	-16.22%	163,824	19.84%
Insurance	167,875	150,800	155,800	155,800	120,415	49,579	169,994	169,994	169,994	9.11%	208,901	22.89%
Supplies	298,297	372,818	372,818	372,818	202,792	101,012	303,804	303,804	303,804	-18.51%	390,014	28.38%
General equipment under \$5,000	74,469	139,882	139,882	139,882	25,738	57,952	83,690	83,690	83,690	-40.17%	204,024	143.78%
Depreciation	2,824,532	2,865,500	2,865,500	2,865,500	1,847,655	924,744	2,772,399	2,772,399	2,772,399	-3.25%	2,814,000	1.50%
Total Expenses by Characters	9,165,596	9,451,304	9,583,567	9,583,567	4,982,234	3,353,569	8,335,803	8,335,803	8,335,803	-13.02%	10,050,091	20.57%

OPERATING INCOME (LOSS):

196,431	215,496	251,438	251,438	1,693,842	(15,531)	1,678,312	567,49%	2,301,545
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CITY OF SULPHUR, LOUISIANA
PUBLIC UTILITY FUND - BUDGET FOR YEAR ENDING
June 30, 2020

Prior Year FY 2017-2018	Current Year FY 2018-2019	Upcoming Year FY 2019-2020
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	Audited	Original Budget	Last Adopted Budget	Actual Year-to-Date as of February 28, 2019	Estimated Remaining for Year	Projected Actual Result at Year End	% Change Last		Proposed Budget	% Change Last Projected Actual Result at Year End vs. Proposed Budget
							Adopted Budget	Projected Actual Result at Year End		
NON-OPERATING REVENUES (LOSS):										
2% Sales taxes for operating	150,000	150,000	150,000	103,333	46,667	150,000	-	150,000	-	57.70%
1/2% Sales taxes capital projects	1,852,772	76,400	76,400	52,631	26,315	78,946	3.33%	124,500	3.33%	5.13%
1/2% Sales taxes for debt service	-	1,528,000	1,528,000	1,052,619	526,310	1,578,929	3.33%	1,660,000	3.33%	-16.90%
Interest Earned	98,024	33,500	33,500	301,644	150,822	452,466	1250.64%	376,000	-	11.59%
Debt Principle & Interest Expense	-	(1,620,314)	(1,620,314)	(1,080,209)	(540,105)	(1,620,314)	-	(1,808,100)	-	-
Grants	11,359	-	-	-	-	-	-	-	-	-
Other	136,160	50,000	50,000	99,708	49,854	149,562	199.12%	155,000	199.12%	3.64%
Total non-operating revenues (expenses)	2,248,315	217,586	217,586	529,726	259,863	789,589	262.89%	657,400	262.89%	-16.74%
INCOME (LOSS) BEFORE TRANSFERS:	2,444,746	433,082	469,024			2,467,901		2,958,945		

TRANSFERS AND CAPITAL CONTRIBUTIONS:

Transfers out	-	-	-	-	-	-	-	-	-	-
Capital contributions	-	-	-	-	-	-	-	-	-	(1,300,000)
Transfers in	-	-	-	-	-	-	-	-	-	-
Transfers in	537,107	-	-	-	-	-	-	-	-	-
Capital contributions	-	-	-	-	-	-	-	-	-	-
Total transfers	537,107	-	-	-	-	-	-	-	-	(1,300,000)
Change in net assets	2,981,853	433,082	469,024	-	-	-	-	-	-	1,658,945

TOTAL NET ASSETS, BEGINNING:

47,791,056	50,772,909	50,772,909
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50,772,909

TOTAL NET ASSETS, ENDING:

\$ 50,772,909	\$ 51,205,991	\$ 51,241,933
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\$ 50,772,909

\$ 52,431,854

**CITY OF SULPHUR, LOUISIANA
DRUG SEIZURE FUNDS - BUDGET FOR YEAR ENDING
June 30, 2020**

Prior Year FY 2017-2018	Current Year FY 2018-2019	Upcoming Year FY 2019-2020
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SUMMARY OF REVENUES - BY SOURCE

Audited	Original Budget	Last Adopted Budget	Actual Year-to-Date as of February 28, 2018	Estimated Remaining for Year	Projected Actual Result at Year End	Adopted Budget vs. Projected Actual Result at Year End	Proposed Budget	% Change Last Projected Actual Result at Year End vs. Proposed Budget
State sources:								
State Seizure Funds	70,962	58,500	58,500	-	48,000	48,000	50,000	4.17%
Interest on Investments	865	1,000	2,223	1,112	3,335	233,50%	1,000	-70.01%
Other Revenue	43,084	20,000	3,127	1,507	4,634	-76.83%	10,500	126.59%
Total Revenues from State Sources	114,911	79,500	5,350	50,619	55,969	-29.60%	61,500	9.88%
Federal sources:								
Federal Seizure Funds	-	20,000	20,000	3,635	11,365	15,000	15,000	0.00%
Interest on Investments	123	175	175	302	152	454	300	-33.92%
Other Revenue	3,678	1,000	1,000	-	500	500	500	0.00%
Total Revenues from Federal Sources	3,801	21,175	21,175	3,937	12,017	15,954	15,800	-0.97%
Total Revenues by Sources	\$ 118,712	\$ 100,675	\$ 100,675	\$ 9,287	\$ 62,636	\$ 71,923	\$ 77,300	7.48%

SUMMARY OF EXPENDITURES BY DEPARTMENT AND FUNCTION:

Department and Function								
Police	\$ 21,784	\$ 93,700	\$ 93,700	\$ 37,346	\$ 16,000	\$ 53,346	\$ 113,968	113.64%
Total Expenditures by Department and Function	\$ 21,784	\$ 93,700	\$ 93,700	\$ 37,346	\$ 16,000	\$ 53,346	\$ 113,968	113.64%

SUMMARY OF EXPENDITURES - BY CHARACTERS:

Characters								
Travel and training	\$ 889	\$ 9,500	\$ 9,500	\$ 60	\$ 500	\$ 560	\$ -	-100.00%
Operating cost	5,896	1,200	1,200	4,135	1,000	5,135	81	-2.63%
General equipment under \$5,000	-	65,000	65,000	24,070	10,000	34,070	90,968	167.00%
Equipment and other acquisitions over \$5,000	15,000	18,000	18,000	9,000	4,500	13,500	18,000	33.33%
Special and other Activities	21,785	93,700	93,700	37,346	16,000	53,346	113,968	113.64%
Total Expenditures by Characters	\$ 96,927	\$ 6,975	\$ 6,975	\$ (28,059)	\$ 46,636	\$ 18,577	\$ (36,668)	
Excess (deficiency) of revenues over (under) expenditures	-	-	-	-	-	-	-	
Transfer in (out)	96,927	6,975	6,975	(28,059)	46,636	18,577	(36,668)	
Total other financing sources (uses)	96,927	6,975	6,975	(28,059)	46,636	18,577	(36,668)	
Net change in fund balance	224,991	321,918	321,918	-	-	321,918	340,495	
Beginning Fund Balance	321,918	328,893	328,893	-	-	340,495	303,827	
Ending Fund Balance	\$ 321,918	\$ 328,893	\$ 328,893	\$ -	\$ -	\$ 340,495	\$ 303,827	

OTHER FINANCING SOURCES (USES):

Transfer in (out)	96,927	6,975	6,975	(28,059)	46,636	18,577	(36,668)	
Total other financing sources (uses)	96,927	6,975	6,975	(28,059)	46,636	18,577	(36,668)	
Net change in fund balance	224,991	321,918	321,918	-	-	321,918	340,495	
Beginning Fund Balance	321,918	328,893	328,893	-	-	340,495	303,827	
Ending Fund Balance	\$ 321,918	\$ 328,893	\$ 328,893	\$ -	\$ -	\$ 340,495	\$ 303,827	

CITY OF SULPHUR, LOUISIANA
SUMMARY OF ESTIMATED SALES TAX REVENUE
BUDGET YEAR ENDING
June 30, 2020

	Last Adopted Budget 2018-2019	Proposed Budget 2019-2020
SUMMARY OF SALES TAX REVENUE - BY AUTHORIZED		
1% Sales and Use Tax (a)	\$ 7,640,000	\$ 8,300,000
1% Sales and Use Tax (b)	7,640,000	8,300,000
.5% Sales and Use Tax (c)	3,820,000	4,150,000
Total Sales Tax Revenue by Authorized	\$ 19,100,000	\$ 20,750,000
SUMMARY OF SALES TAX REVENUE - BY DEDICATED PURPOSE		
1% Sales and Use Tax (a):		
General Fund:		
Operating	\$ 534,800	\$ 581,000
Salaries	150,000	150,000
Reserve & Match	6,304,200	6,918,000
Streets & Parks	150,000	150,000
Fire Department	45,000	45,000
Debt service	306,000	306,000
Public Utility Fund:		
Operating	150,000	150,000
1% Sales and Use Tax (b):		
General Fund:		
Capital and operating	7,640,000	8,300,000
.5% Sales and Use Tax (c):		
Street Improvement Capital Project Fund:		
Improvement Projects	2,215,600	2,365,500
Public Utility Fund:		
Improvement projects	76,400	124,500
Debt Service	1,528,000	1,660,000
Total Sales Tax Revenue by Dedicated Purpose	\$ 19,100,000	\$ 20,750,000
SUMMARY OF SALES TAX REVENUE - BY FUND		
General Fund	\$ 15,130,000	\$ 16,450,000
Public Utility Fund	1,754,400	1,934,500
Street Improvement Capital Project Fund	2,215,600	2,365,500
Total Sales Tax Revenue by Fund	\$ 19,100,000	\$ 20,750,000

(a) The tax was authorized in 1966 for a perpetual duration.

(b) The tax was originally authorized in 1980, has been re-authorized for an additional 25 years from January 1, 2005.

(c) The tax was originally authorized in 1991, has been re-authorized for an additional 10 years from April 1, 2011.

**CITY OF SULPHUR
2018-2019 CAPITAL PROJECTS BUDGET
ON-GOING PROJECTS - PREVIOUSLY FUNDED**

	Current Project Budget	Expended as of February 28, 2019	Balance as of February 28, 2019
SUMMARY OF PROJECTS BY FUND:			
Public Utility Fund:			
Wastewater Projects:			
Misc Collection System Improvements	2,573,241	1,030,599	1,542,642
Arizona/108 Lift Station Reconstruction (a)	4,756,383	1,359,093	3,397,290
Misc Improvements Treatment Facility	1,256,228	-	1,256,228
Total Wastewater Projects	<u>8,585,852</u>	<u>2,389,692</u>	<u>6,196,160</u>
Water Projects:			
Water Distribution	893,573	523,228	370,345
Water Treatment Facility Improvement	3,832,157	1,022,339	2,809,818
Total Water Projects	<u>4,725,730</u>	<u>1,545,567</u>	<u>3,180,163</u>
Total Public Utility Fund	<u>13,311,582</u>	<u>3,935,259.00</u>	<u>9,376,323.00</u>
Street Improvement Capital Project Fund:			
Spot Drainage Improvements	309,873	38,127	271,746
Sidewalk Rehab (Arena Rd)	150,000	11,045	138,955
I-10 North Frontage Rd	250,000	125,000	125,000
Concrete Rehab	1,599,329	324,014	1,275,315
Overlay	2,304,004	2,008,538	295,466
Signalization	1,410,938	291,198	1,119,740
Burton St. Reconstruction	545,000	56,798	488,202
Drainage	1,259,873	402,822	857,051
Maplewood Drive Rehabilitation	1,539,000	1,504,572	34,428
Misc Street Improvements (Ruth, Maplewood, Henning, Hazel, Misc Gravel)	2,295,095	187,933	2,107,162
Total Street Improvement Capital Project Fund	<u>11,663,112</u>	<u>4,950,047</u>	<u>6,713,065</u>
Public Improvement Capital Project Fund:			
Misc. Projects (Streets)			-
Public Works Facility Upgrades	107,168	102,458	4,710
All Bridge Replacements	1,242,461	1,334,850	(92,389)
Police Training Center	1,248,000	-	1,248,000
Rebanding Police & Fire Dept.	52,600	37,235	15,365
Fire Department New Radio System	496,954	-	496,954
Misc. Building Improvement	772,562	53,876	718,686
Total Public Improvement Capital Project Fund	<u>3,919,745</u>	<u>1,528,419</u>	<u>2,391,326</u>
Total Capital Project by Funds	<u>28,894,439</u>	<u>10,413,725</u>	<u>18,480,714</u>

(a) Will receive reimbursement of \$288,000 from CPPJ

CITY OF SULPHUR
CAPITAL IMPROVEMENT PLAN
2019-2024 Asphalt Overlay Projects

CIP Category	Project	Limit One	Limit Two
Ongoing	2018 Street Rehabilitation	Multiple	
Ongoing	Annual Asphalt Overlay	Multiple	
Ongoing	2018/2019 Street Overlay	Multiple	
Ongoing	Henning/ Weekly Road	Ruth Street	LA 27
Ongoing	Ruth/ Huntington Overlay	Henning Street	Burton Street
Ongoing	Hazel Street	Weil	US 90
Ongoing	Savoy Road	Highway 90	Dead End
2019-2020	Edgar	Live Oak	Pitre
2019-2020	E. Lincoln	Doiron	
2019-2020	O'Quain	Perry	Lewis
2019-2020	Perry	O'Quin	E. Carlton
2020-2021	Morgan	E. Burton Street	S. Mimosa Drive
2020-2021	S. Irwin	E. Napoleon	Foreman
2020-2021	N. Rose Park	Post Oak	Rosary
2020-2021	Mackey	W. Burton	W. Verdine
2020-2021	Vine	Ward	Maplewood
2021-2022	Hildebrandt	E. Burton	E. Lincoln
2021-2022	N. Johnson	Burton	Vincent
2021-2022	W. Lincoln	N. Huntington	W. Crocker
2021-2022	S. Post Oak	Maplewood	Division
2021-2022	Post Oak	Maplewood	E. Napoleon
2021-2022	St. Joseph	Gale	West to End
2021-2022	Perry	O'Quain	E. Carlton
2021-2022	Palmetto	E. Burton	Sherwood
2021-2022	Kyle	N. Crocker	Alvin
2022-2023	N. Shasta	Maplewood	Rhua
2022-2023	Loretto	Maplewood	Taylor
2022-2023	Augustine	Palermo	Tammy
2022-2023	Horseshoe	Maplewood	Maplewood
2022-2023	Kellison	Maplewood	Dead End
2022-2023	Rio Hondo	Cherokee	Fairview
2022-2023	Quelqueshoe	Cherokee	Fairview
2022-2023	Cherokee	Madison	Rio Hondo
2023-2024	Royal Oak	Post Oak	Dead End
2023-2024	N. Lebanon	Lebanon	S. Hazel
2023-2024	S. Lebanon	Lebanon	S. Hazel
2023-2024	Lebanon	S. Lebanon	N. Lebanon

CITY OF SULPHUR
CAPITAL IMPROVEMENT PLAN
2019 - 2024 Street and Road Improvement Projects

CIP Category	Project	Limit One	Limit Two
Ongoing	2018 Concrete Rehab	Various	
Ongoing	Annual Concrete Rehab	Various	
Ongoing	Citywide Striping		
Ongoing	Bridge Repair/Replace		
2019-2020	Burton Street Reconstruction	Beglis Road	Savoy Road
2019-2020	Maplewood Drive Rehabilitation Phase I		
2019-2020	Savoy Road Improvements	Burton Street	Dead End
2019-2020	Picard Extension	I-10 Service Road	Parish Road
2020-2021	Patton Street	Highway 27	
2021-2022	Elizabeth	Wasey	Elm
2022-2023	Smith Road	E. Burton	Archie
2022-2023	Archie	Smith	N. Post Oak
2022-2023	Navarre Street	Reeds Metals	Saunier
2022-2023	Saunier Panel Patching		
2023-2024	Sunset		

ORDINANCE NO. _____, MC, SERIES

AN ORDINANCE AMENDING ORDINANCE NO. 1554, M-C SERIES TO SET FORTH WATER FEES CHARGED BY THE CITY.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that water fees for normal monthly service rendered by the City of Sulphur, Louisiana, shall be as follows:

WATER:

FLAT RATES

Commercial Inside	31.50 34.50	DHH Testing Fee	1.00
Commercial Outside	63.00 69.00	DHH Testing Fee	1.00
Church Inside	21.55 23.00	DHH Testing Fee	1.00
Church Outside	43.10 46.00	DHH Testing Fee	1.00
Multi Commercial Inside	31.50 34.50	DHH Testing Fee	1.00
Multi Family Inside	21.55 23.00	DHH Testing Fee	1.00
Multi Family Outside	43.10 46.00	DHH Testing Fee	1.00
Residential Inside	21.55 23.00	DHH Testing Fee	1.00
Residential Outside	43.10 46.00	DHH Testing Fee	1.00
Trailer Park Inside	21.55 23.00	DHH Testing Fee	1.00
Trailer Park Outside	43.10 46.00	DHH Testing Fee	1.00
Utility Assistance Inside	17.80 15.50	DHH Testing Fee	1.00

METERED RATES

	Inside	Outside
First 5,000 gallons used	31.50 34.50	63.00 69.00
Next 25,000 gallons used per 100 gal. (5,001 to 30,000)	.5431 .5352	1.0863 1.0704
Next 70,000 gallons used per 100 gal. (30,001 to 100,000)	.4256	.8512
Next over 100,000 gallons used per 100 gal. (100,001 & up)	.2863	.5726

COMMERCIAL IRRIGATION (IM)

First 5,000 gallons used	31.50 34.50	63.00 69.00
Next 25,000 gallons used per 100 gal. (5,001 to 30,000)	.5431 .5352	1.0863 1.0704
Next 70,000 gallons used per 100 gal. (30,001 to 100,000)	.4256	.8512
Next over 100,000 gallons used per 100 gal. (100,001 & up)	.2863	.5726

BE IT FURTHER ORDAINED that this Ordinance shall become effective July 1, 2019.

APPROVED AND ADOPTED by
the City Council of the City of Sulphur,
Louisiana, on this _____ day
of _____, 2019.

DRU ELLENDER, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this _____ day of _____, 2019, 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 _____, 2019, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ORDINANCE NO. _____, MC, SERIES

AN ORDINANCE AMENDING ORDINANCE NO. 1555, M-C SERIES TO SET FORTH SEWER FEES CHARGED BY THE CITY.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that sewer fees for normal monthly service rendered by the City of Sulphur, Louisiana, shall be as follows:

SEWER:

FLAT RATES

Commercial Inside	34.00	37.25
Commercial Outside	68.00	74.50
Church Inside	24.00	25.85
Church Outside	48.00	51.70
Multi Commercial Inside	34.00	37.25
Multi Family Inside	24.00	25.85
Multi Family Outside	48.00	51.70
Residential Inside	24.00	25.85
Residential Outside	48.00	51.70
Trailer Park Inside	24.00	25.85
Trailer Park Outside	48.00	51.70
Utility Assistance Inside	20.25	18.35

METERED RATES

	Inside	Outside
First 5,000 gallons used	34.00 37.25	68.00 74.50
Next 25,000 gallons used per 100 gal. (5,001 to 30,000)	.2990	.5981
Next 70,000 gallons used per 100 gal. (30,001 to 100,000)	.3642	.7283
Next over 100,000 gallons used per 100 gal. (100,001 & up)	.2451	.4902

BE IT FURTHER ORDAINED that this Ordinance shall become effective July 1, 2019.

APPROVED AND ADOPTED by
the City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____, 2019.

DRU ELLENDER, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this _____ day of _____, 2019, 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 _____, 2019, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ORDINANCE NO. _____, M-C SERIES

AN ORDINANCE AMENDING ORDINANCE NO. 1556, M-C SERIES TO SET FORTH GARBAGE/TRASH COLLECTION FEES CHARGED BY THE CITY.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that garbage-trash collection fees for normal services rendered by the City of Sulphur, Louisiana, shall be as follows:

GARBAGE-TRASH (SOLID WASTE))

~~\$ 17.10~~ **\$18.40** Per Unit Per Month (A unit residential or service as defined in existing Contract)

BE IT FURTHER ORDAINED that this Ordinance shall become effective July 1, 2019.

APPROVED AND ADOPTED by
the City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____, 2019.

DRU ELLENDER, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2019, 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 _____,
2019, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ORDINANCE NO. _____, MC, SERIES

AN ORDINANCE AMENDING ORDINANCE NO. 1557, M-C SERIES TO SET FORTH COMMERCIAL SPRINKLER WATER FEE CHARGED BY THE CITY.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that Commercial Sprinkler Water fee for normal monthly service rendered by the City of Sulphur, Louisiana, shall be as follows:

Commercial Sprinkler Water Fee

FLAT RATES

	Inside	Outside
Commercial Sprinkler Water Fee	31.50 34.50	63.00 69.00

BE IT FURTHER ORDAINED that this Ordinance shall become effective July 1, 2019.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____ day
of _____, 2019.

DRU ELLENDER, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2019, 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 _____,
2019, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ORDINANCE NO. M-C SERIES

ORDINANCE AMENDING ORDINANCE NO. 1558, M-C SERIES, ADOPTED
JUNE 27, 2018, WHICH SET FORTH SEPTAGE HAULER RATES.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Ordinance No. 1558, M-C Series and authorize the following rates to be charged to septage haulers in accordance with Section 3.3.3 and Section 3.4.4 of the User Charge and Sewer Use Ordinance as follows:

Section 1. Rates to be charged to septage haulers:

BOD5 (treatment and disposal)	\$1.0807 per pound of BOD5 (8,000 mg/l, minimum)
TSS (treatment and disposal)	\$0.6320 per pound of TSS (30,000 mg/l, minimum)
BOD5 (treatment and disposal)	\$72.11 per 1,000 gallons at 8,000 mg/l
TSS (treatment and disposal)	\$158.1201 per 1,000 gallons at 30,000 mg/l
<u>Total Charges</u>	\$230.23 per 1,000 gallons at minimum concentration levels
Residential Sewer Rate	\$25.85 per month
Annualization Factor	12
<u>Resulting Annual Permit Fee</u>	\$310.20 (rounded)

BE IT ALSO ORDAINED that this Ordinance shall become effective July 1, 2019.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2019.

DRU ELLENDER, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this ____ day of _____, 2019, 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 _____, 2019, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

RESOLUTION

Resolution accepting petition for annexation from Henry and Ann Misse, for property located on the west side of Stillwell Street.

WHEREAS, in accordance with Article III, Part 1, Section 1 (6) of the Land Use Ordinance of the City of Sulphur, Louisiana, and 33:171 of the Louisiana Revised Statutes, the City Council is revising the official Land Use map and accepting annexation petition for the following described property:

SHOWING LOT 10 AND THE EAST 180.00 FEET OF LOT 9 AND THE EAST 180.00 FEET OF LOT 8 LYING SOUTH OF THE DRAINAGE DITCH OF BLOCK 1 OF THE J. A. BEL ET AL SUBURBAN ACRES NO. 1 SUBDIVISION AS PER PLAT RECORDED IN PLAT BOOK 5 ON PAGE 94, RECORDS OF CALCASIEU PARISH, LOUISIANA.

Current Municipal Address: 3006 and 3010 Stillwell Street

WHEREAS, said property is currently zoned as C2 (Commercial-2) by Calcasieu Parish Police Jury; and

WHEREAS, said property shall be zoned Commercial District.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, that they do hereby accept petition from Henry and Ann Misse, for the annexation of property located on the west side of Stillwell Street.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this ____
day of _____, 2019

DRU ELLENDER, Chairman

ATTEST

ARLENE BLANCHARD, Clerk

PETITION FOR ANNEXATION OF PROPERTY
INTO THE CITY OF SULPHUR, LOUISIANA

1. Henry Charles Misse
FULL NAME, INCLUDING MAIDEN NAME
2. 1315 W. Parish Rd, 70663 337-794-9171
CONTACT ADDRESS CONTACT TELEPHONE
3. 3006 Stillwell St.
ADDRESS OF PROPERTY PROPOSED FOR ANNEXATION

4. STATUS: (CHECK AS MANY AS APPLY)

Yes

I OWN THE PROPERTY PROPOSED FOR ANNEXATION
(THE ADDRESS IN NUMBER 3 ABOVE)

No

I RESIDE AT THE ADDRESS OF THE PROPERTY PROPOSED FOR
ANNEXATION (THE ADDRESS IN NUMBER 3 ABOVE)

No

I AM REGISTERED TO VOTE AT THE ADDRESS OF THE
PROPERTY PROPOSED FOR ANNEXATION (THE ADDRESS IN
NUMBER 3 ABOVE)

yes

COMPLETE SURVEY OF PROPERTY TO BE ANNEXED IS ATTACHED

5. FULL NAMES OF ALL REGISTERED VOTERS IN YOUR HOUSEHOLD

Henry Charles Misse

Lucille Ann (Krepper) Misse

6. VOTING LOCATION (SCHOOL NAME, FIRE STATION NUMBER, ETC.)

I HEREBY PETITION TO HAVE THE PROPERTY OWNED AND/OR OCCUPIED BY ME
TO BE ANNEXED INTO THE CITY OF SULPHUR, LOUISIANA.

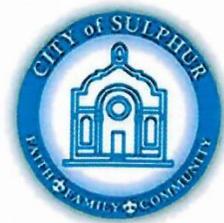
SIGNATURE(S):

Henry Charles Misse

Ann Misse

7. A CERTIFIED SURVEY OF AREA TO BE ANNEXED MUST BE ATTACHED.

Please zone Commercial
Currently zoned C2 in Parish



Memo

To: Land Use Commissioners

From: Stacy Dowden 
Director of Public Works

cc: Arlene Blanchard, Mayor Mike Danahay

Date: April 5, 2019

Re: Item 2: Resolution accepting petition from Henry and Ann Misse, for the annexation of 2 lots located on the west side of Stillwell Street.

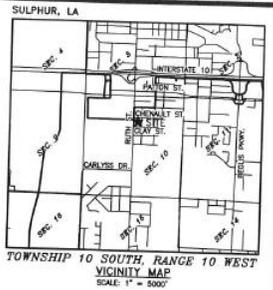
Recommendation:

Acceptance of annexation

Application:

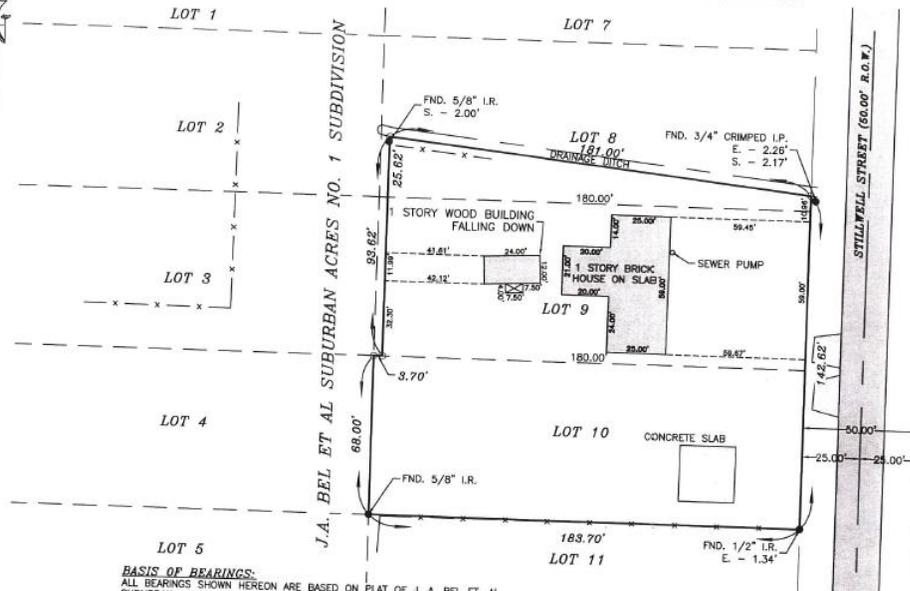
The proposed property is contiguous to the city limits and the lots conform to City Ordinances

BOUNDARY SURVEY
 Situated in the:
 SECTION 10, TOWNSHIP 10 SOUTH, RANGE 10
 WEST, SOUTHWESTERN LAND DISTRICT, LOUISIANA
 MERIDIAN, CALCASIEU PARISH, LOUISIANA.



LEGEND

- IRONS FOUND IN PLACE
- 1/2" RODS SET IN PLACE
- ✱ POWER POLE
- EASEMENT OR RIGHT OF WAY LINES
- DEED OR RECORD LINES
- INTERIOR AND ADJACENT LOT LINES
- x-x- FENCES
- CENTERLINE
- OVERHEAD POWER LINES



BASIS OF BEARINGS:
 ALL BEARINGS SHOWN HEREON ARE BASED ON PLAT OF J. A. BEL ET AL. SUBURBAN ACRES NO. 1 AS RECORDED IN PLAT BOOK 5 ON PAGE 94, RECORDS OF CALCASIEU PARISH, LOUISIANA.

SERVITUDES RESEARCH NOTE:
 THE SERVITUDES AND RESTRICTIONS SHOWN ON THIS SURVEY ARE LIMITED TO THOSE SET FORTH IN THE DESCRIPTION FURNISHED US AND THERE IS NO REPRESENTATION THAT ALL APPLICABLE SERVITUDES AND RESTRICTIONS ARE SHOWN HEREON. THE SURVEYOR HAS MADE NO TITLE SEARCH OR PUBLIC RECORD SEARCH IN COMPLYING THE DATA FOR THIS SURVEY.

CERTIFICATIONS:
 I HEREBY CERTIFY THAT THIS PLAT REPRESENTS AN ACTUAL GROUND SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND WAS PERFORMED IN ACCORDANCE WITH THE APPLICABLE PROFESSIONAL AND OCCUPATIONAL STANDARDS PER LOUISIANA ADMINISTRATIVE CODE, TITLE 46, PART LXI, CHAPTER 25, FOR A CLASS "C" SURVEY AS DEFINED IN SUBPART #2505.

LEGAL DESCRIPTION:
 SHOWING LOT 10 AND THE EAST 180.00 FEET OF LOT 9 AND THE EAST 180.00 FEET OF LOT 8 LYING SOUTH OF THE DRAINAGE DITCH OF BLOCK 1 OF THE J. A. BEL ET AL SUBURBAN ACRES NO. 1 SUBDIVISION AS PER PLAT RECORDED IN PLAT BOOK 5 ON PAGE 94, RECORDS OF CALCASIEU PARISH, LOUISIANA.

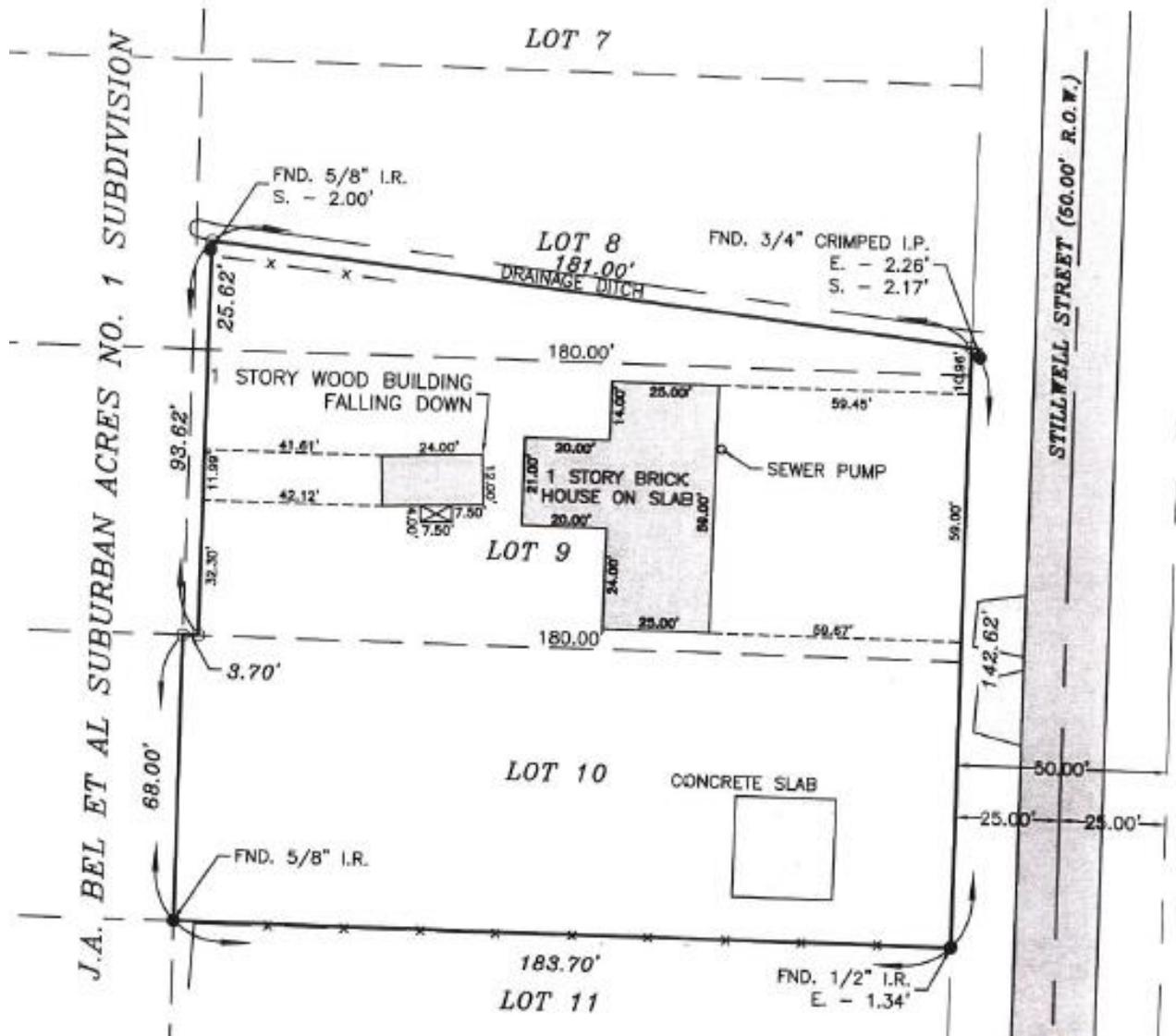
FLOOD ZONE INFORMATION:
 FIRM COMMUNITY-PANEL:
 NO. 2201900434F
 MAP REVISED:
 02/18/2011
 PROPERTY IS IN ZONE "A.E."
 B.F.E. = 12.0'

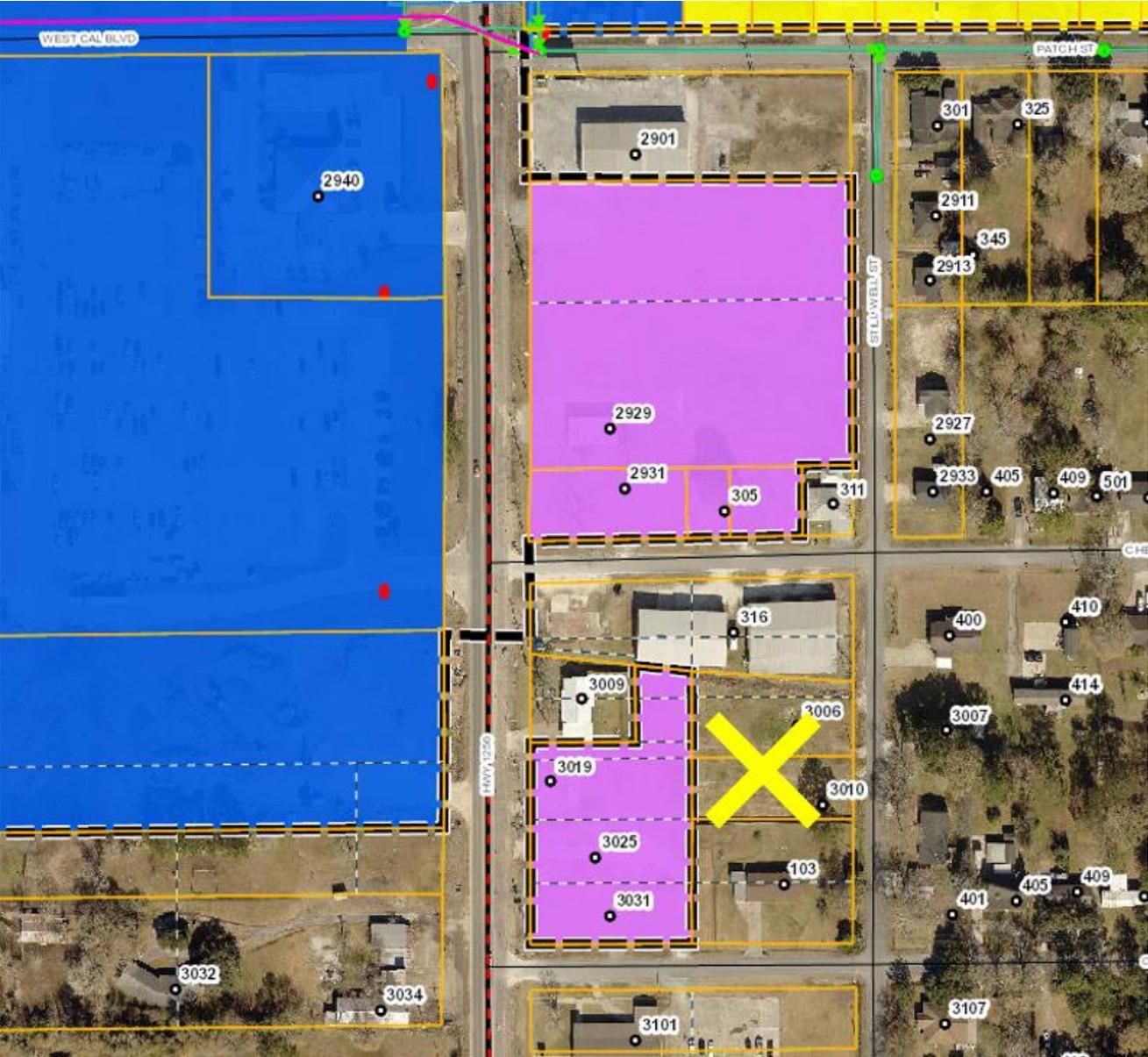
SURVEY AND MAP FOR:
 HENRY MISSE
 T.B.A. STILLWELL STREET
 SULPHUR, LA



ACCU~LINE
 SURVEYING, INC.

DATE: 05/16/2014	SCALE: 1" = 40'	DRAWN BY: CAC	CHECKED BY: KCJ	W.O. NUMBER: 14-200	REVISION:	235 LEWIS STREET SULPHUR, LOUISIANA	PHONE: (337)-528-0060 FAX: (337)-528-0061
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Google Earth

ORDINANCE NO. _____, M-C SERIES

ORDINANCE ENLARGING AND EXTENDING THE BOUNDARIES OF
THE CITY OF SULPHUR FOR THE ANNEXATION FOR HENRY AND ANN
MISSE FOR PROPERTY LOCATED ON THE WEST SIDE OF STILLWELL
STREET.

WHEREAS, the City of Sulphur has received a petition from Henry and Ann Misse, for the annexation of certain property which is adjacent to and contiguous to the existing corporate limits of the City of Sulphur, which said property is generally described herein; and

WHEREAS, Land Use Commission voted Monday, April 15, 2019 to introduce said ordinance; and

WHEREAS, after a public hearing this date in accordance with the said public notice which was duly advertised, it has been deemed desirable that the boundaries of the City of Sulphur, Louisiana be enlarged and extended to include the said property, no one having appeared to protest said annexation, the said petition for annexation having been signed by the sole property owner's in the area for which annexation is sought; and

WHEREAS, said property, currently zoned as I1 (Light Industrial) land use district by the Parish; and

WHEREAS, said property shall be zoned Commercial District.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do now accept the aforesaid annexation petition, and that the boundaries of the City of Sulphur, Louisiana, be and the same are hereby enlarged and extended to include the following described property situated in the Parish of Calcasieu, State of Louisiana, to-wit:

BE IT FURTHER ORDAINED that the land use district for the annexed property shall be designated as Commercial District, with the Official Land Use map updated accordingly.

BE IT FURTHER ORDAINED that the boundaries of the City of Sulphur, Louisiana, be and the same are hereby defined as follows, to-wit:

SHOWING LOT 10 AND THE EAST 180.00 FEET OF LOT 9 AND THE EAST
180.00 FEET OF LOT 8 LYING SOUTH OF THE DRAINAGE DITCH OF
BLOCK 1 OF THE J. A. BEL ET AL SUBURBAN ACRES NO. 1
SUBDIVISION AS PER PLAT RECORDED IN PLAT BOOK 5 ON PAGE 94,
RECORDS OF CALCASIEU PARISH, LOUISIANA.

Current Municipal Address: 3006 and 3010 Stillwell Street

DESCRIPTION OF GEOGRAPHIC BOUNDARIES:

WILL INSERT GEOGRAPHIC BOUNDARIES ONCE I RECEIVE IT

BE IT FURTHER ORDAINED that this Ordinance shall be effective on June 20, 2019 and shall be duly published prior to that date.

APPROVED AND ADOPTED by
City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2019.

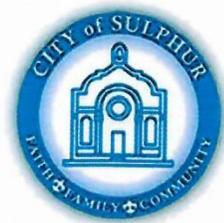
Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this ____ day of _____, 2019, 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 _____, 2019, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk



Memo

To: Land Use Commissioners

From: Stacy Dowden 
Director of Public Works

cc: Arlene Blanchard, Mayor Mike Danahay

Date: April 5, 2019

Re: Item 2: Resolution accepting petition from Henry and Ann Misse, for the annexation of 2 lots located on the west side of Stillwell Street.

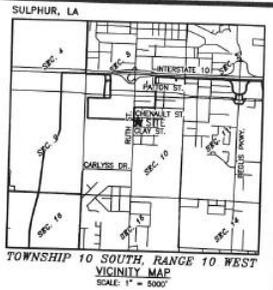
Recommendation:

Acceptance of annexation

Application:

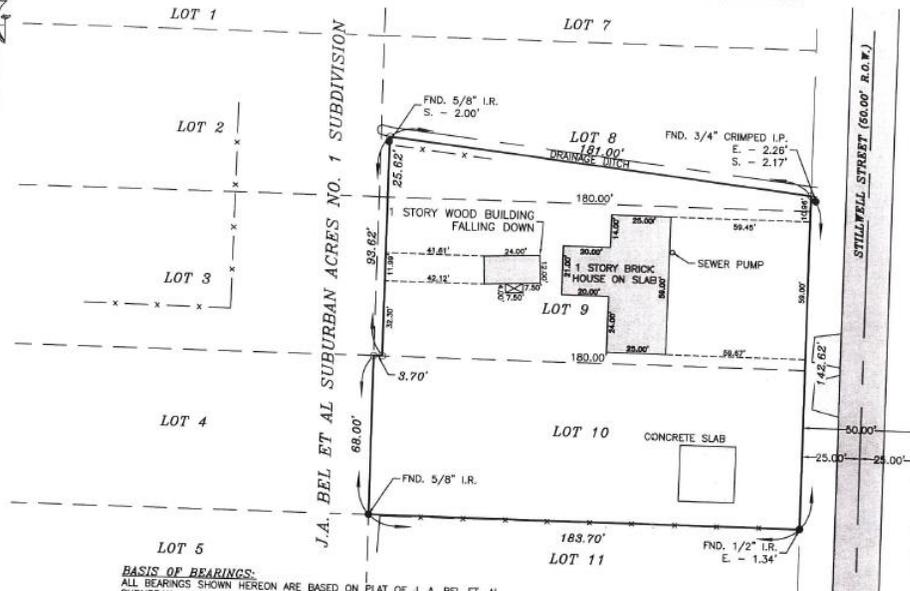
The proposed property is contiguous to the city limits and the lots conform to City Ordinances

BOUNDARY SURVEY
 Situated in the:
 SECTION 10, TOWNSHIP 10 SOUTH, RANGE 10
 WEST, SOUTHWESTERN LAND DISTRICT, LOUISIANA
 MERIDIAN, CALCASIEU PARISH, LOUISIANA.



LEGEND

- IRONS FOUND IN PLACE
- 1/2" RODS SET IN PLACE
- ✱ POWER POLE
- EASEMENT OR RIGHT OF WAY LINES
- DEED OR RECORD LINES
- INTERIOR AND ADJACENT LOT LINES
- x-x- FENCES
- CENTERLINE
- OVERHEAD POWER LINES



BASIS OF BEARINGS:
 ALL BEARINGS SHOWN HEREON ARE BASED ON PLAT OF J. A. BEL ET AL. SUBURBAN ACRES NO. 1 AS RECORDED IN PLAT BOOK 5 ON PAGE 94, RECORDS OF CALCASIEU PARISH, LOUISIANA.

SERVITUDES RESEARCH NOTE:
 THE SERVITUDES AND RESTRICTIONS SHOWN ON THIS SURVEY ARE LIMITED TO THOSE SET FORTH IN THE DESCRIPTION FURNISHED US AND THERE IS NO REPRESENTATION THAT ALL APPLICABLE SERVITUDES AND RESTRICTIONS ARE SHOWN HEREON. THE SURVEYOR HAS MADE NO TITLE SEARCH OR PUBLIC RECORD SEARCH IN COMPLYING THE DATA FOR THIS SURVEY.

CERTIFICATIONS:
 I HEREBY CERTIFY THAT THIS PLAT REPRESENTS AN ACTUAL GROUND SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND WAS PERFORMED IN ACCORDANCE WITH THE APPLICABLE PROFESSIONAL AND OCCUPATIONAL STANDARDS PER LOUISIANA ADMINISTRATIVE CODE, TITLE 46, PART LXI, CHAPTER 25, FOR A CLASS "C" SURVEY AS DEFINED IN SUBPART #2505.

LEGAL DESCRIPTION:
 SHOWING LOT 10 AND THE EAST 180.00 FEET OF LOT 9 AND THE EAST 180.00 FEET OF LOT 8 LYING SOUTH OF THE DRAINAGE DITCH OF BLOCK 1 OF THE J. A. BEL ET AL SUBURBAN ACRES NO. 1 SUBDIVISION AS PER PLAT RECORDED IN PLAT BOOK 5 ON PAGE 94, RECORDS OF CALCASIEU PARISH, LOUISIANA.

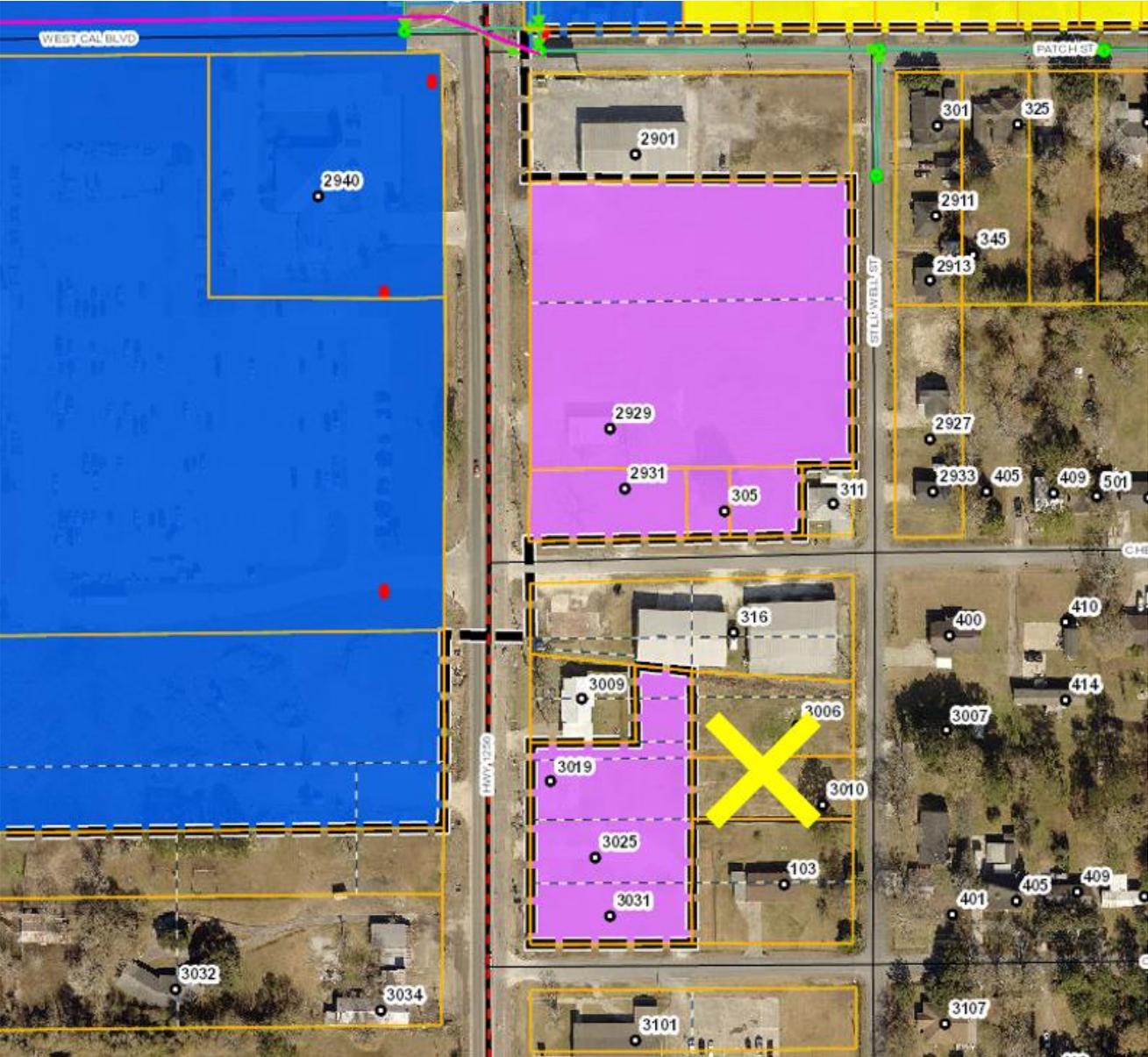
FLOOD ZONE INFORMATION:
 FIRM COMMUNITY-PANEL:
 NO. 2201900434F
 MAP REVISED:
 02/18/2011
 PROPERTY IS IN ZONE "A.E."
 B.F.E. = 12.0'

SURVEY AND MAP FOR:
 HENRY MISSE
 T.B.A. STILLWELL STREET
 SULPHUR, LA



ACCU~LINE
 SURVEYING, INC.

DATE: 05/16/2014	SCALE: 1" = 40'	DRAWN BY: CAC	CHECKED BY: KCJ	W.O. NUMBER: 14-200	REVISION:	235 LEWIS STREET SULPHUR, LOUISIANA	PHONE: (337)-528-0060 FAX: (337)-528-0061
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ORDINANCE ACCEPTING FINAL PLAT FROM HAMBECK HOLDINGS, LLC, FOR PROPERTY LOCATED AT 854 EAST LYONS STREET.

WHEREAS, in accordance with Chapter 18, Section 2 (c) and Appendix B, Article III, Part I, Section 1, (6) (c) and (e) of the Code of Ordinances of the City of Sulphur, application has been received from Hambeck Holdings, LLC, to accept final plat and revise the Land Use Map for property located at 854 East Lyons Street for property described as follows:

TRACT 1

COMMENCING 320 FEET WEST OF THE NORTHEAST CORNER OF LOT 3 OF LOUIS LEBRUN SUBDIVISION; THENCE SOUTH 197.00 FEET; THENCE WEST 50.0 FEET; THENCE NORTH 197.00 FEET; THENCE EAST 50.00 FEET, BACK TO THE POINT OF COMMENCEMENT. CONTAINING 9,850.00 SQUARE FEET OR 0.23 ACRES, MORE OR LESS.

TRACT 2

COMMENCING 370 FEET WEST OF THE NORTHEAST CORNER OF LOT 3 OF LOUIS LEBRUN SUBDIVISION; THENCE SOUTH 197.00 FEET; THENCE WEST 50.00 FEET; THENCE NORTH 197.00 FEET; THENCE EAST 50.00 FEET, BACK TO THE POINT OF COMMENCEMENT. CONTAINING 9,850.00 SQUARE FEET OR 0.23 ACRES, MORE OR LESS.

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

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

WHEREAS, if City Council does hereby accept this final plat and the owner of such shall be responsible for the recordation thereof, with the Clerk of Court, Calcasieu Parish, Louisiana, and shall provide the City of Sulphur a receipt evidencing recordation within 10 days of the effective date of this subdivision; and

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

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby accept the final plat from Hambeck Holdings, LLC, for property located at 854 East Lyons Street, to subdivide property into 2 conforming lots.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2019.

, Chairman



CITY OF SULPHUR
APPLICATION FOR
DEVELOPMENT APPROVAL

Date Received 3/22/19

\$50.00 Fee (Non-Refundable) check # 1048

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 Hambbeck Holdings, LLC
(Owner must provide proof of ownership such as property tax record or recorded deed)
Mailing Address: 23011 W. Prairie Way Iowa, LA 70667 Email: curt@curtbeckham.com
Phone Number (H) _____ (W) _____ (C) 337-526-7765

PROPERTY INFORMATION

Location Address: 854 E. Lyons St. Sulphur, LA 70663
Present Zoned Classification: Mixed residential

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

see attached plat

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 CLB

REQUEST INFORMATION

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

Zoning Change: From _____ To _____

Purpose of Request: subdivide property into 1 conforming lot to hold 2 brand new mobile homes

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: Curt Beckham Date: 3/22/19

	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 _____ bfe _____ ft.			



Memo

To: Land Use Commissioners

From: Stacy Dowden 
Director of Public Works

cc: Arlene Blanchard, Mayor Mike Danahay

Date: April 5, 2019

Re: Item 4: Resolution accepting final plat from Hambeck Holdings, LLC, for property located at 854 East Lyons Street, to allow for an additional lot.

Recommendation:

Acceptance of Final Plat

Application:

The applicant is requesting the existing lot to be divided into two conforming lots for conforming use.



BOUNDARY SURVEY

Situated in the:
SECTION 34, TOWNSHIP 9 SOUTH, RANGE 10 WEST,
SOUTHWESTERN LAND DISTRICT, LOUISIANA MERIDIAN,
CALCASIEU PARISH, LOUISIANA.

SULPHUR, LA



TOWNSHIP 9 SOUTH, RANGE 10 WEST
VICINITY MAP
SCALE: 1" = 200'

DESCRIPTION TRACT 1:

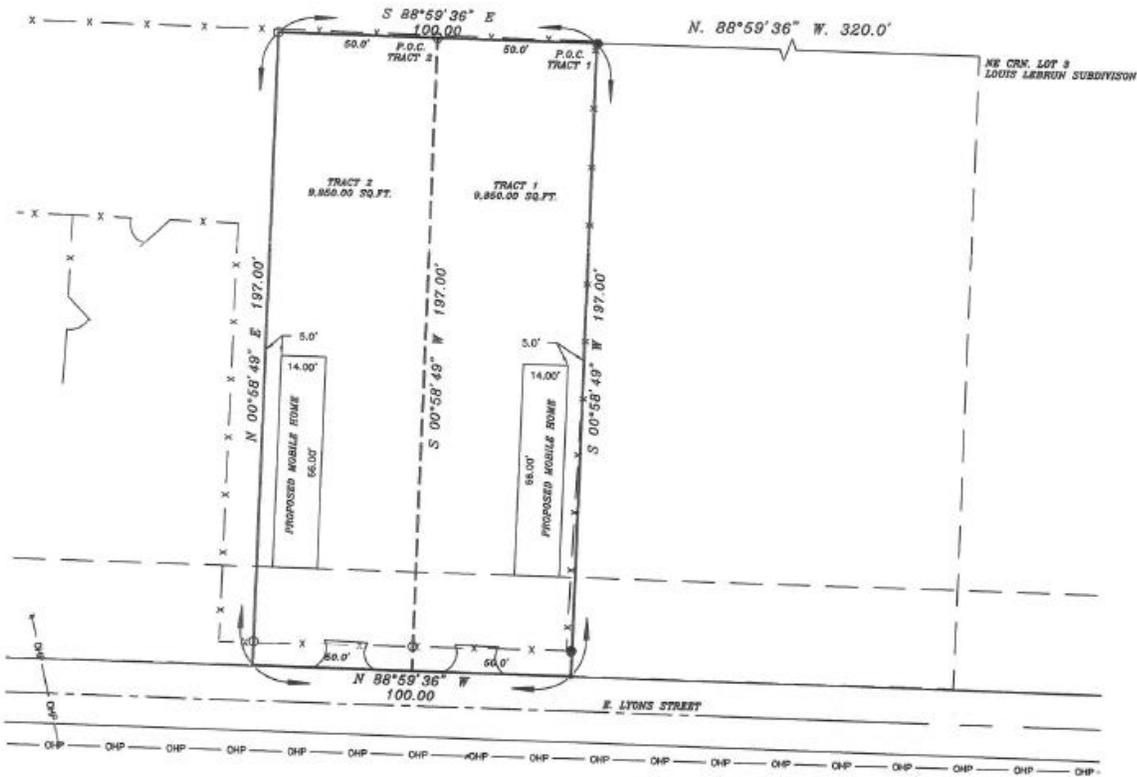
COMMENCING 320 FEET WEST OF THE NORTHEAST CORNER OF LOT 3 OF LOUIS LEBURN SUBDIVISION; THENCE SOUTH 197.00 FEET; THENCE WEST 50.0 FEET; THENCE NORTH 197.00 FEET; THENCE EAST 50.0 FEET, BACK TO THE POINT OF COMMENCEMENT. CONTAINING 9,850.00 SQUARE FEET OR 0.23 ACRES, MORE OR LESS.

DESCRIPTION TRACT 2:

COMMENCING 370 FEET WEST OF THE NORTHEAST CORNER OF LOT 3 OF LOUIS LEBURN SUBDIVISION; THENCE SOUTH 197.00 FEET; THENCE WEST 50.0 FEET; THENCE NORTH 197.00 FEET; THENCE EAST 50.0 FEET, BACK TO THE POINT OF COMMENCEMENT. CONTAINING 9,850.00 SQUARE FEET OR 0.23 ACRES, MORE OR LESS.

LEGEND

- IRONS FOUND IN PLACE
- 1/2" RODS SET IN PLACE
- # POWER POLE
- EASEMENT OR RIGHT OF WAY LINES
- DEED OR RECORD LINES
- - - INTERIOR AND ADJACENT LOT LINES
- x - x - FENCES
- - - CENTERLINE
- OHP - OHP - OVERHEAD POWER LINES
- - - BUILDING TIES



BASIS OF BEARINGS:

ALL BEARINGS SHOWN HEREON ARE BASED ON THE LOUISIANA SOUTH ZONE 1702, NAD 83.

SERVITUDES RESEARCH NOTE:

THE SERVITUDES AND RESTRICTIONS SHOWN ON THIS SURVEY ARE LIMITED TO THOSE SET FORTH IN THE DESCRIPTION FURNISHED US AND THERE IS NO REPRESENTATION THAT ALL APPLICABLE SERVITUDES AND RESTRICTIONS ARE SHOWN HEREON. THE SURVEYOR HAS MADE NO TITLE SEARCH OR PUBLIC RECORD SEARCH IN COMPILING THE DATA FOR THIS SURVEY.

FLOOD ZONE INFORMATION:

FIRM COMMUNITY-PANEL:
NO. 22019C0451F
MAP REVISED:
02/18/2011
PROPERTY IS IN ZONE "X"

CERTIFICATIONS:

I HEREBY CERTIFY THAT THIS PLAT REPRESENTS AN ACTUAL GROUND SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND WAS PERFORMED IN ACCORDANCE WITH THE APPLICABLE PROFESSIONAL AND OCCUPATIONAL STANDARDS PER LOUISIANA ADMINISTRATIVE CODE, TITLE 46, PART LXI, CHAPTER 25, FOR A CLASS "C" SURVEY AS DEFINED IN SUBPART #2505.

SURVEY AND MAP FOR:

HAMBECK HOLDINGS, LLC
TBD E. LYONS STREET
SULPHUR, LA 70663



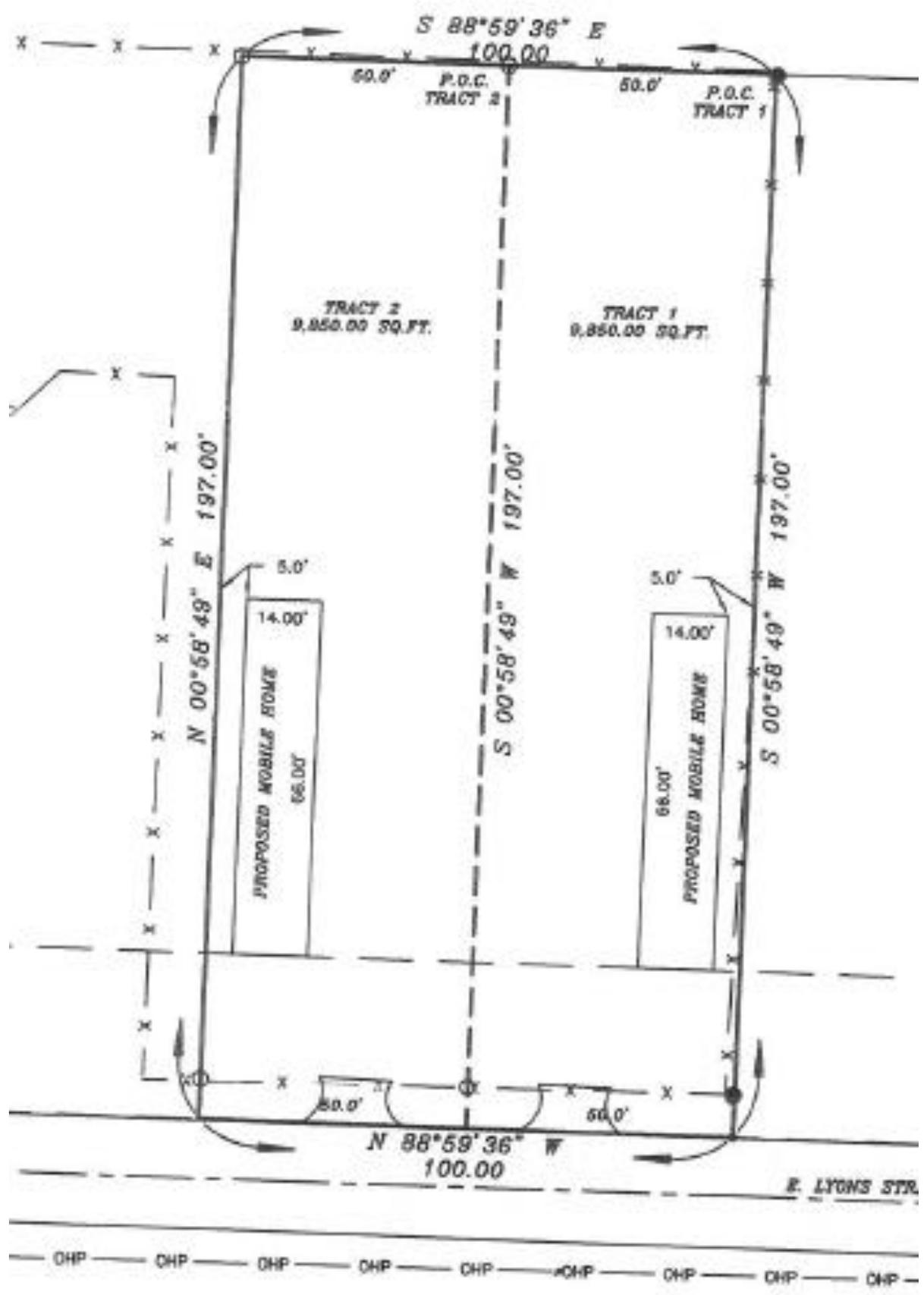
GARRY J. JOHNSON
LA REG. NO. 5112

REVISION:



DATE: 02/21/2019	SCALE: 1" = 40'	DRAWN BY: TLK	CHECKED BY: GJJ	W.O. NUMBER: 19-049
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235 LEWIS STREET PHONE: (337)-528-0060
SULPHUR, LOUISIANA FAX: (337)-528-0061

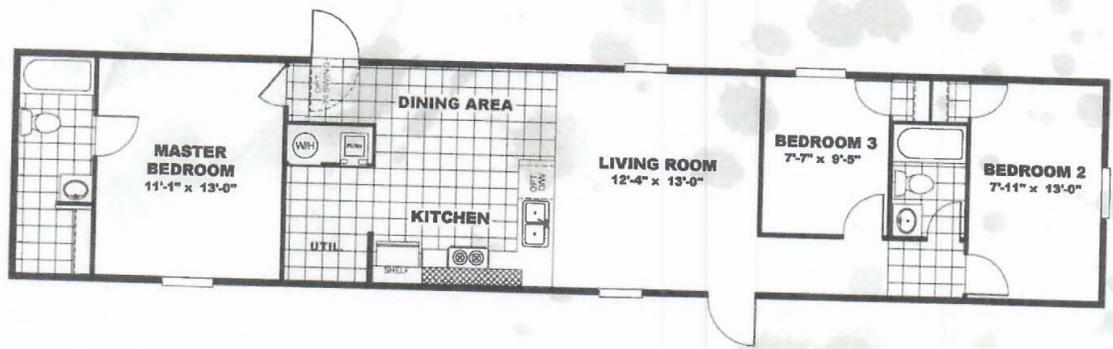




ELATION

TRR14663A

902 sq ft // 3 beds // 2 baths



QUOTE/CONFIRMATION

To: 112620 Phone: 337-436-7822
 CMH HOMES, INC.
 DBA: CLAYTON HOMES-LAKE CHARLES
 981 GERSTNER MEMORIAL BLVD
 LAKE CHARLES, LA 70601

Quote No.: 7777
 Quote Date: 01/17/2019
 Sales Rep.: JASON W YARBROUGH
 Sales Note:
 Model #...: 47TRR14663AH19 HUD
 Model Series: TRU MH
 Model Name: ELATION
 Drawing #: TRU-STEAL I
 Print Date: 1/17/2019 - 10:01 AM

SOUTHERN ENERGY HOMES, INC.
 TRU MH
 400 RIVER BIRCH DRIVE
 HACKLEBURG, AL 35564

Retail Cust: BECKHAM
 Financed By:

Ordered by: OB
 Phone No: 205-935-1997

Opt.#	Description	Qty	Price	Opt.#	Description	Qty	Price
230009	EXTERIOR						
230001	DETACHABLE HITCH	STD 1	-				
230002	STD - IDLER AXLE W/ TIRES	2	-				
100140	HOUSE TYPE DOOR W/ STORM	1	195				
100003	BLANK REAR STEEL DOOR	1	-				
131499	CLAY VINYL SIDING/SHINGLE ROOF	1	-				
131117	VINYL SHUTTERS - BLACK	1	75				
132082	WIND ZONE 2 56' & 66' SW	1	999				
141000	LOW E THERMOPLANE WINDOWS	STD. 1	-				
067106	ENERGY SMART HOME	1	-				
067105	ENERGY SMART R22-11-30 56'-66-SW	1	585				
	FURNACE COIL HOUSING BOX						
	THERMAL ZONE 3						
	LED LIGHT BULBS						
	ECOBEE SMART THERMOSTAT						
090001	CABINETS						
092419	SHELF ABOVE REFER	1	-				
	TYPHOON ICE COUNTERTOPS	1	-				
161105	APPLIANCES						
250115	BLACK STD ELECTRIC RANGE	1	-				
250136	BLACK -18' FF REFER-WO ICEMAKER	1	-				
	BLACK DISHWASHER	1	450				
270003	PLUMBING						
030499	FACTORY SELECT FAUCETS	1	-				
030000	30 GAL ELECTRIC WATER HEATER STD	1	-				
	MAIN WATER SHUT OFF	1	-				
080001	ELECTRICAL						
161689	AC READY WIRE & CONDUIT STD	1	-				
	10KW FURNACE W/ 200 AMP ELECTRICAL	1	-				
080703	CIRCUIT A - 6 SEU - 60 AMP	1	50				
420001	WIRE & BRACE FOR FAN IN LIVING ROOM	1	-				
	ECOBEE SMART THERMOSTAT	1	-				
020000	FLOORING						
290002	FACTORY SPIRIT CARPET- SUEDE	1	-				
	BEAUFLOOR FUMED OAK FS FLOOR VINYL	1	-				
	FURNITURE / DECOR						
	PACKAGES						
100061	MISCELLANEOUS						
010534	FACTORY SELECT-ETCHED INTERIOR DOOR	1	-				
243203	BRADLEY SAND MAIN PANEL I/OUT	1	-				
	***FREIGHT ESTIMATED UNITL HOME SHIPS	1	-				

	MISCELLANEOUS 2						

Cart.
 + 31,850.00 - Delivered & set up
 2600 - A/C installed
 + 34,450
 1703.55 - Sales Tax
 86.50 - Title Fee
 + 36,240.05
 options:
 + 1000 - skirting installed
 + 500/ea - 4x4 wood deck steps
 (Ready Deck)
 + 2300 - Electrical hook up
 200 amp service w/pole
 + 2500 - Water and sewer
 hook up

Thanks!
 OB

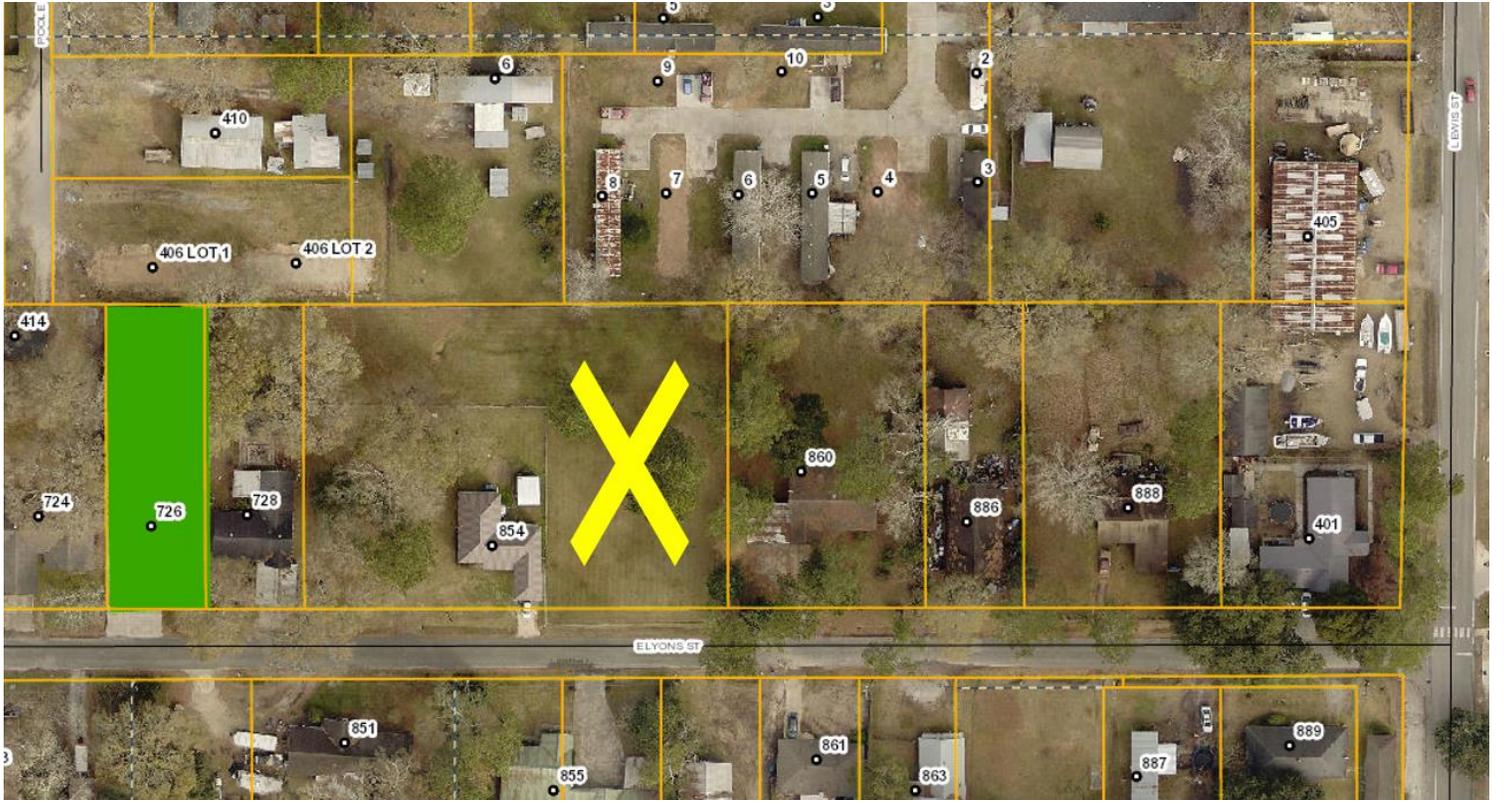
Purchasers represent, to the best of their knowledge, that the Manufact

** IMPORTANT: Manager must sign and date this confirmation in order for home to be scheduled and built.

** FAX No: 205-935-3218 Please sign and FAX X _____ Date _____







ORDINANCE NO. _____, M-C SERIES

ORDINANCE ACCEPTING ARVEL LOOP FOR OWNERSHIP AND MAINTENANCE.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby accept Arvel Loop, for a distance of 1989 feet, for ownership and maintenance.

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 8th
day of _____, 2019.

, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2019, 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 _____,
2019, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk



ORDINANCE NO. _____ M-C SERIES

ORDINANCE AUTHORIZING MAYOR DANAHAY TO SIGN THE LA
DOTD MAINTENANCE AGREEMENT FOR MOWING AND LITTER
PICKUP FOR FISCAL YEAR ENDING JUNE 30, 2020.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Danahay to sign the LA DOTD Maintenance Agreement for mowing and litter pickup for Fiscal Year ending June 30, 2020.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2019.

, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this _____ day of _____, 2019, 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 _____, 2019, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk



Office of the Secretary
PO Box 94245 | Baton Rouge, LA 70804-9245
ph: 225-379-1200 | fx: 225-379-1851

John Bel Edwards, Governor
Shawn D. Wilson, Ph.D., Secretary

April 22, 2019

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

RE: Maintenance Agreement Including Mowing and Litter Pickup

Dear Mayor Danahay,

Transmitted Herewith are three (3) original unsigned agreements between the Department of Transportation and Development and the City of Sulphur for maintenance including mowing and litter pickup for the period beginning July 1, 2019 and ending June 30, 2020.

Please sign and return these agreements prior to July 1, 2019.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kevin J. Seilhan", with a stylized flourish at the end.

Kevin J. Seilhan, P.E.
Assistant District Administrator – Operations

KJS:kw

**MAINTENANCE AGREEMENT
INCLUDING MOWING AND LITTER PICKUP**

FOR THE FISCAL YEAR ENDING JUNE 30, 2020

BETWEEN

CITY OF SULPHUR

AND

**STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
OFFICE OF ENGINEERING**

AGREEMENT

This **AGREEMENT**, ("Agreement") is made and entered into this _____ day of _____, 2019, by and between the **STATE OF LOUISIANA**, through the Department of Transportation and Development, hereinafter referred to as ("**DOTD**"), represented herein by its Secretary or his duly authorized designee, City of Sulphur hereinafter referred to as ("**Municipality**"), appearing herein through its Mayor, Mike Danahay, duly authorized.

WITNESSETH:

WHEREAS, pursuant to the provisions of LSA-R.S. 48:193, **DOTD** is directed to repair and to keep in operating condition, at its sole cost and expense, all municipal roads and streets within the State Highway System as it is defined in LSA- R.S. 48:191, hereinafter sometimes referred to as the "State Highway System" or "State Roadway"; and

WHEREAS, further, LSA-R.S. 48:193 authorizes municipalities to request that the repair and maintenance of said State Roadways located within their respective municipalities be performed by the municipality, at the State's expense; and

WHEREAS, **DOTD** lacks sufficient personnel and equipment to perform mowing and litter collection on a routine and continuing basis and wishes to enter into an agreement with the **Municipality** to perform maintenance directly related to mowing and litter collection on the State Roadways located within Dequincy; and

NOW, THEREFORE, it is hereby agreed between **DOTD** and **Municipality**:

ARTICLE I: Covered Roadways:

This Agreement applies only to those State Roadways identified on the List of Routes for Maintenance Agreement shown on Exhibit "A", a copy of which is appended hereto and made a part hereof by reference. These State Roadways are collectively referred to as "State Roadways" and, for purposes of this Agreement, the term "State Roadway" shall include all rights of ways and roadway shoulders associated with the State Roadways.

ARTICLE II. Mowing Litter and Trash Collection

The **Municipality** shall conduct its operation in a manner such that the safety and convenience of the public shall be regarded as a priority. All equipment and traffic control devices shall be in accordance with the Manual on Uniform Traffic Control Devices. The **DOTD** reserves the right to stop the **Municipality** from working or order any piece of equipment removed from the roadway or right of way should it be determined that the minimum safety standards are not being met.

Prior to beginning a litter collection or mowing cycle the **Municipality** shall contact the **DOTD** District Office or the Parish Maintenance Office advising them of the starting date.

The Municipality will be required to report daily work activities on the form provided (Exhibit "B" attached) and shall include the work completed (mowing) and litter amount in cubic yards collected each day for the duration of the cycle or period of time that the work is being performed.

Completed Forms shall be maintained by the municipality and shall be submitted to the DOTD district contact with the semi-annual invoice for covered time period.

Failure to turn in the Completed Form with the semi-annual invoice will delay payment until the required Daily Work Reports are submitted.

The **Municipality** shall pick up and properly dispose of all trash and debris located on the State Roadways prior to conducting mowing operations. Litter and trash collection shall precede the mowing operation by no more than 24 hours. The **Municipality** shall perform litter and debris pick-up on all grass and vegetative areas, ditches, paved roadside shoulders and areas beneath overhead bridges and roadways.

All litter, trash and debris uncovered by the mowing operation shall be picked up within 48 hours of the mowing operation. All litter, trash and debris shall be collected and piled or bagged off of the travel lanes and paved shoulders of the State Roadways and must be removed from the right-of-ways by the close of business the same workday that it is collected. **Municipality** shall provide, at its own expense, all equipment necessary to perform the duties provided for in this Agreement, including but not limited to, all trash bags, mowing and trimming equipment and herbicide applicators.

Municipality shall record and document the amount of litter collected and report these amounts to the appropriate DOTD District Engineer at the time invoices are submitted for payment.

For purposes of this agreement litter, trash and debris shall mean all trash, debris, litter, junk, rubbish, paper, cardboard, glass, cans, discarded items, garbage, old tires, treads, dead trees, wood materials, concrete, etc. The Municipality will not be required to pick up every isolated cigarette butt, chip of glass or similar small objects.

The **Municipality** shall mow grass and cut or otherwise control mowable vegetation along ditches, around signs, guardrails and bridge ends, trim overhanging grass along curbs, and remove litter and debris within the designated, dedicated or apparent right of way. For purposes of this Agreement, Mowable vegetation is defined as any trees, vegetation, brush, etc., that is two inches in diameter or less measured five inches above the ground. Mowing and litter removal shall be accomplished a minimum of four (4) times per year. The dates of the mowing operations shall be set forth on the Mowing Plan submitted by Municipality to Roadside Development Coordinator assigned to the DOTD District where the mowing operations are to take place.

Natural stands or planted stands of wildflowers shall not be cut until after seed heads have formed unless, in the opinion of **DOTD** District Administrator, the flowers are causing a traffic hazard or have a very undesirable appearance.

If, during the term of this Agreement, **DOTD** alters or makes repairs to State Roadways covered by this Agreement, **DOTD** will initiate contact with the **Municipality** to revise mowing and litter pick-up practices for the applicable State Roadway.

The **Municipality** shall be responsible for payments to its employees and contractors who perform work pursuant to this Agreement and shall be responsible for payroll taxes and benefits due each employee who is assigned to work pursuant to this Agreement.

Nothing herein is intended to create a statutory employer relationship between **DOTD** and the employees or contractors of the **Municipality**.

ARTICLE III: Use of Herbicide/Chemicals in Mowing Operations

The **Municipality** may utilize Vegetation Management Plans involving the use of herbicides/chemicals by the **Municipality**, provided that the **Municipality** obtains written approval from the **DOTD** District Administrator. The Municipality may elect to enter into a contract with third parties to administer herbicides. The following conditions shall apply to all Vegetation Management Plans involving the use of herbicides/chemicals whether performed by the **Municipality** or its contractor:

All liability arising from the use or misuse herbicides/chemicals pursuant to this Agreement shall be the responsibility of the **Municipality** and, when applicable, the **Municipality's** contractor making said chemical applications.

Municipality shall notify **DOTD** of its intention to apply chemicals for growth retarding purposes. Said notification shall be in writing and shall be included in the Municipality's Roadside Management Plan. The Roadside Management Plan shall

include projected mowing and spraying schedules for the yearly contract. All herbicide applicators must possess a Category 6 Pesticide Applicators license obtained through the Louisiana Department of Agriculture and Forestry. A copy of licenses shall be included in the **Municipality's** Management Plan if the work is to be performed by **Municipality** employees. If herbicide/chemical application will be performed by **Municipality's** contractor, proof of insurance and required Louisiana licensing procedures shall be followed. The **DOTD** reserves the right to inspect and approve all forms of application equipment when making herbicide/chemical applications to **DOTD** Roadways and rights of ways.

All herbicide/chemical applications performed from the traveling roadway shall be performed in accordance with **DOTD's** "Safety Policy and Procedure Manual". This shall include, but is not limited to, the use of arrow boards and crash attenuators when applications are made from the inside lane or fast-moving lane on divided highways. The **DOTD** reserves the right to approve all herbicides/chemicals used in herbicide/chemical treatments to **DOTD** rights of ways. A list of herbicides/chemicals and the quantities to be used are contained in the **DOTD** Policy for Roadside Management. The **DOTD** reserves the right to disallow the use of Integrated Roadside Management practices in sensitive areas or sites or sites deemed by **DOTD** as unsuitable for such practices.

The **Municipality** or its contractor shall consult with the **DOTD** Roadside Development Coordinator, on an annual basis, to verify whether any of these conditions exist.

The maximum number of generalized herbicide applications, shall be limited to two (2) per growing season.

The maximum number of generalized seed-head suppression applications shall be limited to two (2) per growing season.

A combination of the above two types of spraying maybe allowed, but no more than two in any given growing season.

Further, there shall be a contract mowing cycle interspersed between any two herbicide applications.

Spot Treatments:

Spot treatments for weed control shall be allowed. Products used for spot treatments shall have no injurious effects to the predominant turf grass. Chemical control of grasses and weeds around signs, guardrails, light standards, revetments and bridge ends will be allowed. The Municipality shall obtain prior approval from the District

Roadside Development Coordinator for the chemicals used by the **Municipality** for spot treatments.

All concerns or questions relating to the use of herbicides shall be directed to the **DOTD** District Administrator.

ARTICLE IV: Reimbursement

DOTD will reimburse the **Municipality** on a semi-annual basis for work performed pursuant to this Agreement. The documentation required in Article II shall be submitted with each invoice. Payment will be withheld until the documentation is submitted and approved by **DOTD**.

ARTICLE V: Payments

Municipality shall be reimbursed by **DOTD** the amount of Eight Hundred Seventy Five and 00/100 Dollars, (\$875.00) per cycle, per mile for Interstate Roadways; Five Hundred and 00/100 Dollars, (\$500.00) per cycle, per mile for divided State Roadways; and Two Hundred Fifty and 00/100 Dollars (\$250.00) per cycle, per mile for undivided State Roadways. All such payments shall be for work performed under the provisions of Article II - Litter and Trash Collection of this Agreement.

The total mileage to be maintained by the **Municipality** pursuant to this Agreement and for which the **Municipality** is entitled to reimbursement by **DOTD** is 9.30 miles. Of this, 0.00 miles are Interstate Roadways; 1.54 miles are divided State Roadways and 7.76 miles are undivided State Roadways. The total maximum amount for which the **Municipality** may claim reimbursement is **TEN THOUSAND EIGHT HUNDRED FORTY AND 00/100 DOLLARS, (\$10,840.00)**. It is understood and agreed that the rates per cycle, per mile at which the **Municipality** is to be reimbursed are without regard to the type of wearing surface of the traffic lanes or other features of the State and Interstate Roadways covered by this Agreement.

ARTICLE VI: Substandard Performance

If, in the opinion of the **DOTD** District Administrator, the **Municipality** has failed to properly fulfill its obligation with respect to any or all State Roadways covered by this Agreement, and after the **Municipality** has been notified in writing and given adequate opportunity to correct the condition, the **Municipality** has failed or refuses to correct said problem, the **DOTD's** District Administrator may order the **DOTD** maintenance forces to perform such work as, in his or her opinion, is necessary for the proper maintenance of the State Roadways and the **DOTD** may deduct the cost thereof from any monies due or that become due to **Municipality**.

ARTICLE VII: Indemnification

The **Municipality** shall defend, indemnify, save and hold harmless the State of Louisiana, through the Department of Transportation and Development, its offices, agents, servants and employees, including volunteers, from and against any and all claims, demands, suits, judgments of sums of money, attorneys' fees, court costs, expense and liability, to any party or third person, including, but not limited to, amounts for or arising out of injury or death to any person for loss of life, injury, damage, loss or destruction of any property, or damages for tort or breach of contract or any other basis of liability growing out of, resulting from, or by reason or any act, omission, operation or work of the **Municipality**, its agents, contractors, servants and employees, or on account of negligence in safeguarding the work or through use of unacceptable materials in maintaining the work, or because of any negligent act, omission or misconduct of the municipality, or because of claims or amount recovered from infringement of patent, trademark or copy right, or from claims or amounts arising or recovered under Worker's Compensation Act, or other law, ordinance, order or decree, or any and all costs, expense and/or attorneys' fees incurred by the municipality or **DOTD** as a result of any claims, demands, and/or causes of action while engaged upon or in connection with the performance of this Agreement by the **Municipality** or its contractors, employees, agents and assigns under this Agreement, except for those claims, demands, and/or causes of action arising out of the sole negligence of the Department or its agents, representatives and/or employees. The **Municipality** agrees to investigate, handle, respond to, provide defense for and defend, any such claims, demand or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claim, demand or suit is groundless, false or fraudulent.

ARTICLE VIII: Funding Contingency

The continuation of this Agreement is contingent upon the appropriation of funds by the Louisiana State Legislature to the **DOTD** to fulfill the requirements of this Agreement. If the Legislature fails to appropriate sufficient monies to provide the continuation of this Agreement, or if such appropriation is reduced by veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Agreement, this Agreement shall be reduced or terminate on the date said funds are no longer available.

ARTICLE IX: Limitation On Use of State Funds

The **Municipality** agrees to use the funds provided by the State through **DOTD** only for the services authorized in this Agreement and in accordance with constitutional and statutory restrictions on the use of State funds for public purposes.

ARTICLE X: Term and Cancellation

This Agreement shall begin on **July 1, 2019**, and shall end on **June 30, 2020**, but may be terminated earlier under any or all of the following conditions:

By mutual agreement and consent of the parties hereto.

By the **DOTD** as a consequence of the failure of the **Municipality** to comply with the terms or quality of work in a satisfactory manner.

By either party upon failure of the other party to fulfill its obligations as set forth in this Agreement.

By either party giving thirty (30) days written notice to the other party.

By the **DOTD** upon withdrawal or reduction of funding by the Louisiana Legislature or by any other lawful manner.

By either party as the result of an Act of God that prohibits performance, by either party, of duties proscribed in this Agreement.

If termination is made under condition four (4), above, after work has begun, the **Municipality** will be paid for all services rendered to date of termination.

DOTD may, at its option, suspend the services performed pursuant to this Agreement, without penalty of any kind, and without terminating the Agreement. Should the **DOTD** desire to exercise this right of suspension, it may do so by providing the **Municipality** with prior written notice of its intent to suspend the Agreement, thirty (30) days in advance of the effective date of suspension. The Agreement may be reinstated and resumed in full force and effect by **DOTD** by providing the **Municipality** with sixty (60) days written notice to that effect.

ARTICLE XI: Claims for Liens

The **Municipality** shall hold the **DOTD** harmless from any and all claims for liens for labor, services or materials furnished to the **Municipality** in connection with the performance of his obligations under this Agreement.

ARTICLE XII: Compliance With Laws

The **Municipality** agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the

Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the **Municipality** agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

ARTICLE XIII: Agreement Modifications

Any changes or modifications to the terms of this Agreement must be made by a fully executed Supplemental Agreement.

ARTICLE XIV: Disputes

Any dispute concerning a question of fact in connection with the work not disposed of by this Agreement or by agreement of the parties shall be referred to the **DOTD's** Secretary or his duly authorized representative for determination, whose decision in the matter shall be final and conclusive on the parties to this Agreement.

ARTICLE XV: Record Keeping, Reporting and Audits

The **Municipality** shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred relative to this project and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under this

Agreement, for inspection by the **DOTD** Audit Control Section, the Legislative Auditor, and/or the Office of the Governor, Division of Administration Auditors under State and Federal Regulations effective as of the date of this Agreement and copies thereof shall be furnished if requested.

ARTICLE XVI: Covenant Against Contingent Fees

The **Municipality** warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the **Municipality** to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the **Municipality**, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

The **DOTD** shall have the right to annul this Agreement without liability or, in its discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee if the **Municipality** breaches or violates this warranty.

No member of or delegate to Congress or resident commissioner shall be entitled to any share or part of this Agreement or to any benefit that may arise there from, but this provision shall not be construed to extend to a contract if made with a corporation for its general benefit.

ARTICLE XVII: Subletting, Assignment or Transfer

The **Municipality** shall not subcontract any of his duties or responsibilities under this Agreement without the express written consent of DOTD.

The **Municipality** shall not assign any interest in this Agreement and shall not transfer any interest in same, whether by assignment or novation, without prior written consent of the DOTD, provided however, that claims for money due or to become due to the **Municipality** from DOTD may be assigned to a bank, trust company, or other financial institution without prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the DOTD.

ARTICLE XVIII: Successors and Assigns

This Agreement shall be binding upon the successors and assigns of the respective parties hereto.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers, thereunto duly authorized as of the day and year first above written.

THUS DONE AND SIGNED at _____, Louisiana, this ____ day of _____, 2019 .

WITNESSES

Municipality

BY: _____
(Signed Name)

Mike Danahay
(Printed Name)

Municipality City of Sulphur
Address P.O. Box 1309 Sulphur LA 70664
(337) 527-4500 (Phone)
(337) 527-4529 (Fax)

Tax ID. # 72-6001361

THUS DONE AND SIGNED at Lake Charles, Louisiana, this ____ day of _____, 2019 .

WITNESSES:

DOTD

BY: _____
Donald L Duberville, PE
DISTRICT ENGINEER ADMINISTRATOR

City of Sulphur Road description

EXHIBIT "A"

	description	mileage	control section
LA 1256	(From Patch St.)(South of I-10) to I-10 N RW)(Ruth)	0.15 Undivided	031-05
LA 1256	(From Patch St.)(South of I-10) to I-10 N RW)(Ruth)	0.31 Divided	031-05
LA 27	(From US 90 to 0.87 mi. North at Brimstone Pipeline RW (LA 27N)	0.87 Undivided	031-06
LA 27	(From Kingwood Drive- Beginning of grass median)(S. of I-10 to US 90 (Beglis Parkway)	0.14 Undivided	810-27
LA 27	(From Beginning of grass median-Weekly Roads)(S. of I-10 to US 90 (Beglis Parkway)	0.67 Divided	810-27
LA 27	(From Weekly Road – US 90)(S. of I-10 to US 90) (Beglis Parkway)	1.16 Undivided	810-27
LA 27	(From the south end of 10 c of a to US 90)(Cities Service Highway)	0.56 Divided	810-19
LA 108	(From the south of I-10 c of a to US 90)(Cities Service Highway)	1.17 Undivided	810-19
US 90	(From SRD Canal to Picard Rd)(Napoleon)	0.54 Undivided	003-03
US 90	(From Picard to Huntington ST. LA 27)(Napoleon)	0.42 Undivided	003-03
US 90	(From LA 27 Huntington St.-Lewis ST)(Napoleon)	0.57 Undivided	003-04
US 90	(From Lewis ST. Post Oak Rd)(Napoleon)	1.02 Undivided	003-04
US 90	(From Post Oak Rd-Prater Rd)(Napoleon) Except from Auto Plex 2000 East P/L to Hwy 108 West R/W Line	1.72 Undivided	003-04

Total Undivided 7.76
 Total Divided 1.54
 Total Miles 9.30

ORDINANCE NO. _____, M-C SERIES

ORDINANCE GRANTING A VARIANCE TO TRACY MELE, 803 EAST CARLTON, TO ALLOW FOR THE ENCLOSURE FOR A PET PIG TO BE LOCATED CLOSER THAN 50' FROM RESIDENTIAL PROPERTY LINE.

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

WHEREAS, applicant is requesting a variance to allow for pig enclosure to be 27 feet from the west property line rather than the required 50 feet; and

WHEREAS, the following described property located in the City of Sulphur, State of Louisiana, is owned by Tracy Mele, 803 East Carlton Street, Sulphur, Louisiana 70663, to-wit:

LOT 2 OF I. MILLER ADDITION

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

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

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

BE IT ORDAINED that City Council does hereby grant a variance to Tracy Mele, 803 East Carlton Street, to allow for the enclosure for a pet pig to be located 27 feet from the west property line rather than the required 50 feet.

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

APPROVED AND ADOPTED by the
City Council of the City of Sulphur on this
_____ day of _____, 2019.

, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this _____ day of _____, 2019, 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 _____, 2019, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk



CITY OF SULPHUR
APPLICATION FOR

DEVELOPMENT APPROVAL - VARIANCE

Date Received 4-18-19 \$50.00 Fee (Non-Refundable) pd. (A9)

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

PROPERTY OWNER INFORMATION
 Name of Property Owner Tracy Mele
 (Owner must provide proof of ownership such as property tax record or recorded deed)
 Mailing Address: 803 E. Carlton St. Email: delaytior@yahoo.com
 Phone Number (H) _____ (W) _____ (C) 337-302-4858

PROPERTY INFORMATION
 Location Address: 803 E. Carlton Sulphur LA 70663
 Present Zoned Classification: _____

LEGAL DESCRIPTION FROM ABSTRACT OR TAX RECORD (PRINT NEATLY OR TYPE)
Lot 2 of I. Miller Add.

DO YOU CURRENTLY HAVE ANY PENDING VIOLATION WITH ANY ORDINANCE OF THE CITY OF SULPHUR YES NO
YOU, OR A REPRESENTATIVE, MUST ATTEND THE BOARD OF ZONING ADJUSTMENT MEETING INITIAL TM

VARIANCE REQUEST INFORMATION
 Purpose of Variance Request: allow pet pig to be in city limits without having 50ft. between pen and neighboring properties.

I do hereby understand that no petition for a change in the classification of property shall be filed unless such petition is duly signed and acknowledged by the owners of authorized agents of not less than fifty (50) percent of the area of land for which a change of classification is requested; provided however, that where any lot located in the aforesaid area is owned in division, all co-owners must sign the petition for that lot to be included in the fifty (50) percent area provision, as stated in the City of Sulphur Land Use Ordinance, Number 541, M-C Series.
 Further, I do certify that the property for which the above request is being made does not hold any restrictions or covenants that would be in conflict with said request.
 Furthermore, I, the applicant agree to dispose of the Board of Zoning Adjustment sign(s) placed on my property after the hearing.

Applicant Signature Tracy Mele **Date** 4-18-19

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



What is changing?

- Equipment removal and addition (Plans attached)
 - Proposed Rack-mounted unit to be mounted in existing equipment rack
 - Proposed antenna to be added on antenna mount
 - 6x12 Hybrid Cable to be added and 6 cables to be removed
 - Structural Engineer has ok'd additional equipment to be installed. (Report Attached)
- Monthly Rental fee will be increased by \$300.

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AMENDING ORDINANCE NO. 882, M-C SERIES WHICH AUTHORIZED A LEASE AGREEMENT BETWEEN THE CITY OF SULPHUR AND VERIZON WIRELESS ON BENOIT LANE.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Ordinance No. 882, M-C Series which authorized a lease agreement between the City of Sulphur and Verizon Wireless on Benoit 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
City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2019.

DRU ELLENDER, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2019, 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 _____,
2019, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

Second Amendment to Water Tower Lease Agreement

This Second Amendment to Water Tower Lease Agreement (this "Second Amendment") is made this ___ day of _____, 201__ (the "Effective Date"), by and between **City of Sulphur, Louisiana**, with a mailing address of Post Office Box 1309, Sulphur, Louisiana 70663, hereinafter "Lessor", and **Verizon Wireless (VAW) LLC d/b/a Verizon Wireless**, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter "Lessee". Lessor and Lessee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WHEREAS, Lessor and Southern & Central Wireless, LLC, predecessor in interest to Lessee, entered into a Water Tower Lease Agreement dated August 21, 2002, as amended by that certain First Amendment to Water Tower Lease Agreement dated September 16, 2008, (collectively, the "Agreement"); pursuant to the Agreement, Lessee leases from Lessor ground and water tower space located in Calcasieu Parish, Louisiana as further described in that certain Agreement;

WHEREAS, Lessor and Lessee desire to amend the Agreement in order to document Lessee's authorization to install additional equipment at the subject property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree to be legally bound to this Second Amendment as follows:

1. **Exhibit A.** Exhibit A to the Agreement is hereby replaced and superseded with Exhibit A-1, attached hereto and incorporated herein. In the event of any inconsistency or discrepancy between the Agreement and Exhibit A-1 attached hereto, Exhibit A-1 attached hereto shall control.
2. **Exhibit B.** Exhibit B to the Agreement is hereby replaced and superseded with Exhibit B-1, attached hereto and incorporated herein. In the event of any inconsistency or discrepancy between the Agreement and Exhibit B-1 attached hereto, Exhibit B-1 attached hereto shall control.
3. **Rent.** This Second Amendment shall be effective upon full execution. Effective on the first day of the month following full execution of this Second Amendment, the rent shall increase by \$300.00 per month. Rent due for any partial payment period, if applicable, shall be prorated accordingly. The foregoing notwithstanding, Lessor and Lessee acknowledge and agree that initial increased rental payment(s) may not actually be sent by Lessee until ninety (90) days after the date this Second Amendment is fully executed.
4. All remaining provisions of the Agreement shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the Parties hereto. Each of the Parties hereto warrants to the other that the person or persons executing this Second Amendment on behalf of such Party has the full right, power and authority to enter into

and execute this Second Amendment on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Second Amendment. Further, Lessor represents and warrants to Lessee as of the execution date of this Second Amendment, and covenants during the Term that Lessor is seized of good and marketable title to the Property, that there are no liens or judgments on the Property, or affecting Lessor's title to the same, and that Lessor will not create or impose any covenants, easements or restrictions which prevent or unreasonably and adversely affect the use or occupancy of the Property by Lessee.

- 5. The Agreement and this Second Amendment contain all agreements, promises or understandings between Lessor and Lessee and no verbal or oral agreements, promises or understandings shall be binding upon either the Lessor or Lessee in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Agreement and this Second Amendment shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement and this Second Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Agreement and this Second Amendment.

IN WITNESS WHEREOF, the Parties have set forth their hand and seal as of the date indicated above.

Witnesses:

By: _____
Name: _____

By: _____
Name: _____

Lessor:

City of Sulphur, Louisiana

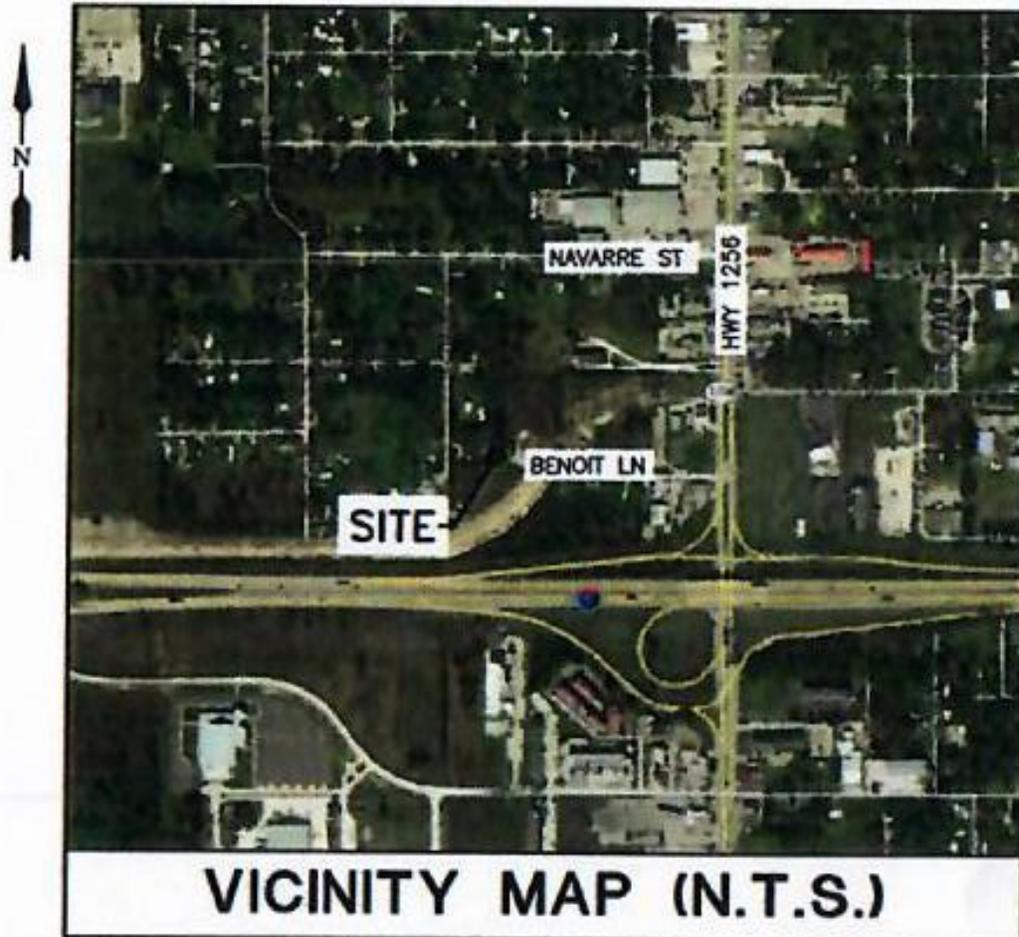
By: _____
Name: _____
Title: _____
Date: _____

Lessee:

**Verizon Wireless (VAW) LLC d/b/a
Verizon Wireless**

By: _____
Name: Jason Leiker
Title: Director-Network Field Engineering
Date: _____

Exhibit A-1



DRIVING DIRECTIONS: FROM BATON ROUGE, TAKE I-10 W TOWARD LAFAYETTE 121 MI. KEEP LEFT TO STAY ON I-10 W 13.4 MI. TAKE EXIT 20 TOWARD LA-1256/CAMERON/SULPHUR 0.4 MI. TURN RIGHT ONTO LA-1256 N/RUTH ST (SIGNS FOR SULPHUR) 443 FT. TURN LEFT ONTO BENOIT LN 0.2 MI. TO SITE.

Exhibit B-1

Lessee is authorized to install the following equipment at the following height:

- 6 antennas all at 140' RAD Center;
- 3 DC Surge Suppression Systems at 140' RAD Center;
- Up to 6 Remote Radio Heads at 140' RAD Center;
- Up to 3 Diplexers at 140' RAD Center;

Ground equipment and transmission lines/cables to support all of the listed equipment.

ORDINANCE NO, _____ M-C SERIES

ORDINANCE WHICH SETS FORTH THE GENERAL ALIMONY, STREET MAINTENANCE, AND FIRE MAINTENANCE AUTHORIZED MILLAGE RATES IN THE CITY OF SULPHUR FOR THE 2019 TAX YEAR.

BE IT ORDAINED, that the following millages are hereby levied on the 2019 tax roll on all property subject to taxation by City of Sulphur:

	<u>MILLAGE</u>
General Alimony (5096 001):	5.520 mills
Street Maintenance (5096 002):	5.000 mills
Fire Maintenance (5096 003):	5.000 mills

BE IT FURTHER ORDAINED that the proper administrative officials of the Parish of Calcasieu, State of Louisiana, be and they are hereby empowered, authorized, and directed to spread said taxes, as hereinabove set forth, upon the assessment roll of said Parish for the year 2019, and to make the collection of the taxes imposed for and on behalf of the taxing authority, according to law, and that the taxes herein levied shall become a permanent lien and privilege on all property subject to taxation as herein set forth, and collection thereof shall be enforceable in the manner provided by law.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this 10th
day of June, 2019.

MELINDA HARDY, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this ____ day of _____, 2019, at ____ o'clock ____m.

I HEREBY CERTIFY that I have received from the Mayor at ____ o'clock ____m. on this _____ day of _____, 2019, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ARLENE BLANCHARD, Clerk

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

YEAS:
NAYS:
ABSTAINED:
ABSENT:

CERTIFICATE

I hereby certify that the foregoing is a true and exact copy of the ordinance adopted at the board meeting held on June 10, 2019, at which meeting a quorum was present and voting.

Sulphur, Louisiana, this 10th day of June 2019.

Mike Danahay, Mayor
City of Sulphur

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING MAYOR DANAHAY TO ENTER INTO
A COOPERATIVE ENDEAVOR AGREEMENT WITH WEST
CALCASIEU CHAMBER OF COMMERCE FOR SPONSORSHIP OF
HIGHER EDUCATION COLLEGE PREPARATION CONFERENCE.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Mike Danahay to sign Cooperative Endeavor Agreement with West Calcasieu Chamber of Commerce for sponsorship of HIGHER EDUCATION COLLEGE PREPARATION CONFERENCE (City's share \$2,500.00).

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 _____, 2019.

, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2019, 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 _____,
2019, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

State of Louisiana

COOPERATIVE ENDEAVOR AGREEMENT

Parish of Calcasieu

This Cooperative Endeavor Agreement is entered into between Sulphur Chamber of Commerce (“Chamber”) and the CITY OF SULPHUR (hereinafter referred to as “CITY”), appearing herein through their undersigned duly authorized representatives.

WHEREAS, the parties are authorized to enter into such Cooperative Endeavor Agreement (“CEA”) pursuant to Art. VI, Sec. 14(c) of the Louisiana Constitution; and

WHEREAS, Chamber is a not for profit designed to further activities for and provide promotion to commerce in the City, to promote the community, and to promote a quality workforce and other components of economic development within the City.

NOW, THEREFORE, IT IS HEREBY AGREED that:

- 1) \$2,500 is contributed by the City to the Chamber for the HIGHER EDUCATION COLLEGE PREPARATION CONFERENCE, to be used by the Chamber to promote a quality workforce within the City, all in order to advance economic development and growth in the City.

THUS DONE AND SIGNED on the dates shown below in the presence of the undersigned witnesses and notaries public, after due reading of the whole.

WEST CALCASIEU
CHAMBER OF COMMERCE

CITY OF SULPHUR

By: _____
_____, President

By: _____
Michael E. Danahay, Mayor

Witness Signature

Witness Signature

Witness Printed Name

Witness Printed Name

Witness #2 Signature

Witness #2 Signature

Witness #2 Printed Name

Witness #2 Printed Name

Sworn and subscribed before me on this ____ day of _____, 2018.

Notary Public, Id. No. _____

Notary Public, Id. No. _____

Notary Printed Name:

Notary Printed Name:

RESOLUTION NO. _____, M-C SERIES

Resolution awarding bid for 65 Regulators for the Fire Department.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that bids for 65 Regulators for the Fire Department were opened and read aloud in an open and public bid session on Wednesday, May 1, 2019 at 10:00 a.m. and bids were as follows:

<u>Company</u>	<u>Bid</u>	<u>Unit</u> <i>(Unit price for additional Regulators purchased within 1 year of award date)</i>
Ferrara Fire Apparatus	\$69,842.50	\$1,314.00
Premier Fire Dept	\$70,395.00	\$1,085.00

BE IT FURTHER RESOLVED that the City Council does hereby accept the recommendation of Mayor Mike Danahay and award the bid for 65 Regulators for the Fire Department as follows:

<u>Company</u>	<u>Bid</u>	<u>Unit</u> <i>(Unit price for additional Regulators purchased within 1 year of award date)</i>
Ferrara Fire Apparatus	\$69,842.50	\$1,314.00

BE IT ALSO FURTHER RESOLVED that Mayor Mike Danahay is authorized to sign all paperwork in connection therewith.

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____, 2019.

, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

Resolution authorizing the re-advertisement of bids for Verdine Water Plant New Ground Storage Tank.

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 Verdine Water Plant New Ground Storage Tank, said bids to be in accordance with the quantities and specifications on file at the following locations:

Meyer and Associates located at 600 Cities Service Hwy. Sulphur LA 70663
Online at BidXpress.

BE IT FURTHER RESOLVED that the advertisement of bids will be in "The Southwest Daily News, 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 Verdine Water Plant New Ground Storage Tank will be received by the Clerk of the Council until 2:00 p.m. on the 2nd day of July, 2019, 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 Public Works in the Conference Room at the City Hall, and the City Council shall at a regular meeting on the 8th day of July, 2019, 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. Work classification is Municipal & Public Works Construction. A Bidding Document deposit of \$50 is required. Bidders must obtain an original set of electronic or paper BIDDING DOCUMENTS from the Owner or the Engineer in order to submit a bid.

CITY OF SULPHUR, LOUISIANA
BY _____
_____, Chairman

BE IT FURTHER RESOLVED that the City Council of the City of Sulphur, Louisiana will meet in open and public session at the regular place in the Council Chambers at City Hall on the 8th day of July 2019, 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
_____, 2019.

_____, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

Resolution accepting the Municipal Water Pollution Prevention Environmental Audit Report dated April 25, 2019.

BE IT RESOLVED that the City of Sulphur informs the Louisiana Department of Environmental Quality that the following actions were taken by the City Council, the governing authority of the City of Sulphur, Louisiana:

1. Resolved the Municipal Water Pollution Prevention Environmental Audit Report which is attached to this resolution.
2. Set forth the following actions necessary to maintain permit requirements contained in the Louisiana Pollution Discharge Elimination System (LPDES) permit number LA0067083.

Actions that will be taken to address the problems identified in the audit report:

- a. Training for current staff
- b. Staff changes to eliminate effluent quality issues
- c. Finding and stopping external sources that cause total suspended solids to exceed our permit limits.

APPROVED AND ADOPTED by the City Council of the City of Sulphur, Louisiana, on this _____ day of May, 2019.

, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk



Memo

To: Mayor Mike Danahay

From: Stacy Dowden
Director of Public Works

cc: City Council, Arlene Blanchard, Chad Bynum

Date: May 3, 2019

Re: Annual Municipal Water Pollution Prevention (MWPP) Audit

Attached is the Environmental Audit, dated April 25, 2019. This item will be on the next council agenda for action. Please take a moment to review the attached report and let me know if you have any questions.

Please make note of the following:

The total score this year is 242.5 points out of a total of 560 points.

- ***The lower the score the better.***
- ***Last year, the audit produced a score of 205 points.***

1. Part 1: Influent Flow / Loadings
 - a. The score this year was 0 points.
2. Part 2: Effluent Quality / Plant Performance
 - a. The score this year was 50 points.
 - b. The City exceeded 90% of their effluent total suspended solids (TSS) permit limits 7 months last year.
 - c. The City exceeded the permit limits of their effluent total suspended solids 7 months last year.
3. Part 3: Age of the Wastewater Treatment Facility
 - a. This accounted for 27.5 points

4. Part 4: Overflows and Bypasses
 - a. Due to heavy rain, the City had 5 or more instances of bypass or unpermitted discharge.
 - b. The score this year was 100 points.
5. Part 5: Sludge Storage and Disposal Sites
 - a. The City does not provide extended onsite storage of processed sludge. This makes our score 50 points.
6. Part 6: New Development
 - a. Due to new developments in the area, the City expects a significant increase in flow making our score 15 points.
7. Part 7: Operator Certification and Education
 - a. Due to our operator in charge having level 4 certifications and continuing education, the score was 0.

After review with Wastewater staff, I find this audit to be true and correct.

The City is currently undergoing capital projects and training to decrease our score. The City has also made changes in staffing to eliminate some effluent quality issues and has been diligent in finding and stopping external sources that cause elevations in our TSS which causes exceedances in our permit limits.

LOUISIANA
MUNICIPAL WATER
POLLUTION PREVENTION

MWPP



Facility Name:

Sulphur Regional
Wastewater Treatment Facility

LPDES Permit Number:

LA 0067083

Agency Interest (AI) Number:

19201

Address:

P.O. Box 1309
Sulphur La.
70664-1309

3400 Bayou D'Inde Rd.
Westlake La. 70669

Parish:

Calcasieu

(Person Completing Form) Name:

Chad Bynum

Title:

Wastewater Plant Supervisor

Date Completed:

04/25/2019

Permit #: **LA0067083**

PART 1: INFLUENT FLOW/LOADINGS (all plants)

A. List the average monthly volumetric flows and BOD loadings received at our facility during the last reporting year.

Column 1 Average Monthly Flow (million gallons Per day, MGD)		Column 2 Average Monthly BOD5 Concentration (mg/l)		Column 3 Average Monthly BOD5 Loading (pounds per day, lb/day)
4.92	x 172		x 8.34 =	6443
4.12	x 158		x 8.34 =	5514
4.80	x 146		x 8.34 =	4802
4.10	x 133		x 8.34 =	4420
4.44	x 165		x 8.34 =	5653
7.13	x 116		x 8.34 =	5966
6.48	x 102		x 8.34 =	5240
5.53	x 116		x 8.34 =	5373
7.15	x 250		x 8.34 =	10880
6.55	x 114		x 8.34 =	5696
5.64	x 185		x 8.34 =	1089
4.79	x 190		x 8.34 =	8428

BOD loading = Average Monthly Flow (in MGD) x Average Monthly BOD concentration (in mg/l) x 8.34

B. List the design flow and design BOD loading for your facility in the blanks below. If you are not aware of these design quantities, refer to your Operation and Maintenance (O&M) Manual or contact your consulting engineer.

Design Flow, MGD:

x 0.90 =

Design BOD, lbs/day:

x 0.90 =

Permit #:

LA0067083

C. How many months did the monthly flow (Column 1) to the wastewater treatment facility (WWTF) exceed 90% of the design flow? Circle the number of months and the corresponding point total. Write the point total in the box below at the right.

months	0	1	2	3	4	5	6	7	8	9	10	11	12
points	0	0	0	0	0	5	5	5	5	5	5	5	5

0

Write 0 or 5 in the C point total box

C Point Total

D. How many months did the monthly flow (Column 1) to the WWTF exceed the design flow? Circle the number of months and the corresponding point total. Write the point total in the box below at the right.

months	0	1	2	3	4	5	6	7	8	9	10	11	12
points	0	5	5	10	10	15	15	15	15	15	15	15	15

0

Write 0, 5, 10, or 15 in the D point total box

D Point Total

E. How many months did the monthly BOD loading (Column 3) to the WWTF exceed 90% of the design loading? Circle the number of months and the corresponding point total. Write the point total in the box below at the right.

months	0	1	2	3	4	5	6	7	8	9	10	11	12
points	0	0	5	5	5	10	10	10	10	10	10	10	10

0

Write 0, 5 or 10 in the E point total box

E Point Total

F. How many months did the monthly BOD loading (Column 3) to the WWTF exceed the design loading? Circle the number of months and the corresponding point total. Write the point total in the box below at the right.

months	0	1	2	3	4	5	6	7	8	9	10	11	12
points	0	10	20	30	40	50	50	50	50	50	50	50	50

0

Write 0, 5, 10, 20, 30, or 40 in the F point total box

F Point Total

G. Add together each point total for C through F and place this sum in the box below at the right.

TOTAL POINT VALUE FOR PART 1:

(max =80)

0

Also enter this value or 80, whichever is less, on the point calculation table on page 16.

Permit #: **LA0067083**

PART 2: EFFLUENT QUALITY/PLANT PERFORMANCE

A. List the average effluent BOD and TSS concentrations produced by your facility during the last reporting year.

Month	Column 1 Average Monthly BOD (mg/l)	Column 2 Average Monthly TSS (mg/l)
4-18	18.0	54.4
5-18	17.8	115
6-18	17.8	13.5
7-18	13.4	5.09
8-18	17.5	20.1
9-18	17.5	83.9
10-18	14.5	28.0
11-18	23.9	48.9
12-18	19.1	52.1
1-19	14.5	49.1
2-19	16.9	27.3
3-19	26.5	98.3

B. List the monthly average permit limits for your facility in the blanks below.

BOD, mg/l: Permit Limit x 0.90 = 90% of Permit Limit

TSS, mg/l: x 0.90 =

Permit #:

LA0067083

C. Continuous Discharge to the Surface Water.

i. How many months did the effluent BOD (Column 1) exceed 90% of the permit limits? Circle the number of months and the corresponding point total. Write the point total in the box below at the right.

months	0	1	2	3	4	5	6	7	8	9	10	11	12
points	0	0	10	20	30	40	40	40	40	40	40	40	40

0

Write 0, 10, 20, 30 or 40 in the i point total box i Point Total

ii. How many months did the effluent BOD (Column 1) exceed permit limits? Circle the number of months and the corresponding point total. Write the point total in the box below at the right.

months	0	1	2	3	4	5	6	7	8	9	10	11	12
points	0	5	5	10	10	10	10	10	10	10	10	10	10

0

Write 0, 5, or 10 in the ii point total box ii Point Total

iii. How many months did the effluent TSS (Column 2) exceed 90% of the permit limits? Circle the number of months and the corresponding point total. Write the point total in the box below at the right.

months	0	1	2	3	4	5	6	7	8	9	10	11	12
points	0	0	10	20	30	40	40	40	40	40	40	40	40

40

Write 0, 10, 20, 30 or 40 in the iii point total box iii Point Total

iv. How many months did the effluent TSS (Column 2) exceed the permit limits? Circle the number of months and the corresponding point total. Write the point total in the box below at the right.

months	0	1	2	3	4	5	6	7	8	9	10	11	12
points	0	5	5	10	10	10	10	10	10	10	10	10	10

10

Write 0, 5, or 10 in the iv point total box iv Point Total

v. Add together each point total for i through iv and place this sum in the box below at the right.

TOTAL POINT VALUE FOR PART 2:

(max =100)

50

Also enter this value or 100, whichever is less, on the point calculation table on page 16.

Permit #:

LA0067083

D. Other Monitoring and Limitations

i. At any time in the past year was there an exceedance of a permit limit for other pollutants such as: ammonia-nitrogen, phosphorus, pH, total residual chlorine or fecal coliform?

Check one box. Yes-xx No

If Yes, Please describe:

Four fecal coliform exceedances for the year caused by extreme rain events and equipment malfunctions.

ii. At any time in the past year was there a failure of a Biomonitoring (Whole Effluent Toxicity) test of the effluent?

Check one box. Yes No-xx

If Yes, Please describe:

iii. At any time in the past year was there an exceedance of a permit limit for a toxic substance?

Check one box. Yes No-xx

If Yes, Please describe:

Permit #: **LA0067083**

PART 3: AGE OF THE WASTEWATER TREATMENT FACILITY

A. What year was the wastewater treatment facility constructed or last major expansion/improvements completed?

2008

Current Year - Answer to A = Age in years

2019 2008 11

Enter Age in Part C below:

B. Check the type of treatment facility that is employed.

Mechanical Treatment Plant
(trickling filter, activated sludge, etc...)

FACTOR:
2.5

Specify Type: SBR

Aerated Lagoon

2.0

Stabilization Pond

1.5

Other

Specify Type: _____

1.0

C. Multiply the factor listed next to the type of facility your community employs by the age of your facility to determine the total point value for Part 3.

TOTAL POINT VALUE FOR PART 3 =

$$\frac{2.5}{\text{Factor}} \times \frac{11}{\text{Age}} = \boxed{\begin{matrix} (\text{max} = 50) \\ 27.5 \end{matrix}}$$

Also enter this value or 50, whichever is less, on the point calculation table on page 16.

D. Please attach a schematic of the treatment plant.

Permit #:

LA0067083

PART 4: OVERFLOWS AND BYPASSES

A.

i. List the number of times in the last year there was an overflow, bypass or unpermitted discharge of untreated or incompletely treated wastewater due to heavy rain:

9 Check one. ___ 0 = 0 points ___ 3 = 15 points
 ___ 1 = 5 points ___ 4 = 30 points
 ___ 2 = 10 points ___ x 5 or more = 50 points

ii. List the number of bypasses, overflows or unpermitted discharges shown in A (i) that were within the collection system and the number at the treatment plant.

Collection System: 8 Treatment Plant: 1

B.

i. List the number of times in the last year there was an overflow, bypass or unpermitted discharge of untreated or incompletely treated wastewater due to equipment failure, either at the treatment plant or due to pumping problems in the collection system:

5 Check one. ___ 0 = 0 points ___ 3 = 15 points
 ___ 1 = 5 points ___ 4 = 30 points
 ___ 2 = 10 points ___ X 5 or more = 50 points

ii. List the number of bypasses, overflows or unpermitted discharges shown in B (i) that were within the collection system and the number at the treatment plant.

Collection System: 4 Treatment Plant: 1

C. Specify whether the bypasses came from the city/village/town sewer system or from contract or tributary communities/sanitary districts, etc...

City Sewer System

D. Add the point values checked for A and B and place the total in the box below.

TOTAL POINT VALUE FOR PART 4: 100 (max = 100)

Also enter this value or 100, whichever is less, on the point calculation table on page 16.

E. List the person responsible (name and title) for reporting overflows, bypasses or unpermitted discharges to State and Federal authorities:

Chad Bynum-Supervisor of WW Operations

Describe the procedure for gathering, compiling and reporting:

From non-compliance reports and laboratory results for the April 2018 to March 2019 time period

Permit #:

LA0067083

PART 5: SLUDGE STORAGE AND DISPOSAL SITES

A. Sludge Storage

How many months of sludge storage capacity does your facility have available, either on-site or off-site?

Circle the number of months and the corresponding point total. Write the point total in the box below at the right.

months	<2	2	3	4-5	>6
points	50	30	20	10	0

50

Write 0, 10, 20, 30 or 40 in the A point total box A Point Total

B. For how many months does your facility have access to (and approval for) sufficient land disposal sites to provide proper land disposal?

Circle the number of months and the corresponding point total. Write the point total in the box below at the right.

months	<2	6-11	12-23	24-35	>36
points	50	30	20	10	0

0

Write 0, 10, 20, 30 or 50 in the B point total box B Point Total

C. Add together A and B point values and place this sum in the box below at the right.

TOTAL POINT VALUE FOR PART 5:

(max =100)

50

Also enter this value or 100, whichever is less, on the point calculation table on page 16.

Permit #:

LA0067083

PART 6: NEW DEVELOPMENT

A. Please provide the following information for the total of all sewer line extensions which were installed during the last year.

Design Population: 35,000
Design Flow: 9.0 MGD
Design BOD: 11,259 mg/l

B. Has an industry (or other development) moved into the community or expanded production in the past year, such that either flow or pollutant loadings to the sewerage system were significantly increased (5% or greater)?

Check one. Yes = 15 points No = 0 points

If Yes, Please describe:

List any new pollutants:

C. Is there any development (industrial, commercial or residential) anticipated in the next 2-3 years, such that either flow or pollutant loadings to the sewerage system could significantly increase?

Check one. Yes = 15 points No = 0 points

If Yes, Please describe:

Numerous apartment complexes, subdivisions, town homes, and businesses being built to support the new construction of major improvement at local industries to house plant construction workers and permanent employers working for the plant. Annexation and/or governing of more areas north and south of existing city limits.

List any new pollutants you anticipate:

Increase of flow only; no pollutants expected-domestic sewage only

D. Add together the point value checked in B and C and place the sum in the box below.

TOTAL POINT VALUE FOR PART 6:

(max =100)

15

Also enter this value or 30, whichever is less, on the point calculation table on page 16.

Permit #:

LA0067083

PART 7: OPERATOR CERTIFICATINO AND EDUCATION

A. What was the name of the operator-in-charge for the reporting year?

Name: Chad Bynum

B. what is his or her certification number:

Cert #: 01-974

C. What level of certification is the operator-in-charge required to have to operate the wastewater treatment facility?

Level Required: IV

D. What is the level of certification of the operator-in-charge?

Level Certified: IV

E. Was the operator-in-charge of the report year certified at least at the grade level required in order to operate this plant?

Check one. Yes = 0 points No = 50 points

Write 0 or 50 in the E point total box

0

E Point Total

F. Has the operator-in-charge maintained recertification requirements during the reporting year?

Check one. Yes No

G. How many hours of continuing education has the operator-in-charge completed over the last two calendar years?

Check one. >12 hours = 0 points No <12 hours = 50 points

Write 0 or 50 in the G point total box

0

G Point Total

H. Is there a written policy regarding continuing education and training for wastewater treatment plant employees?

Check one. Yes No

Explain: LA DEQ Policy-so many hours of education to maintain certification

I. What percentage of the continuing education expenses of the operator-in-charge were paid for:

By the permittee? 100% By the operator? 0%

J. Add together the E and G point values and place the sum in the box below at the right.

TOTAL POINT VALUE FOR PART 7:

(max =100)

0

Also enter this value or 100, whichever is less, on the point calculation table on page 16.

Permit #:

LA0067083

PART 8: FINANCIAL STATUS

A. Are User-Charge Revenues sufficient to cover operation and maintenance expenses?

Check one box. Yes No

If No, How are O&M costs financed?

User charge revenue and sales tax

Raises fee's as needed

B. What financial resources do you have available to pay for your wastewater improvements and reconstruction needs?

Public Utility Reserve Fund

Sales Tax Proceeds

Federal Matching Grants

Permit #:

LA0067083

PART 9: SUBJECTIVE EVALUATION

A. Collection System Maintenance

i. Describe what sewer system maintenance work has been done in the last year.

Routine maintenance on equipment within the system.
Collection line repair.
Repair of pumps, motors, etc as needed.
Cleanout of lines.
Repair and assessment of collapsed lines.

ii. Describe what lift station work has been done in the last year.

Repair/Replace inoperable pumps, motors, float systems, level controllers.
Clean out of wet wells as needed.
New Hwy. 108 liftstation is under construction now.

iii. What collection system improvements does the community have under construction for the next 5 years?

Several new liftstations are set to be constructed and or upgraded in the next 5 years.
Smoke testing and line repair continuing.
I/I Program being designed and implemented.
Construction of new Hwy. 108 liftstation started in 2018 and is set to be completed in 2019.

B. If you have ponds please answer the following questions:

Check one.

- i. Do you have duckweed buildup in the ponds? Yes No
- ii. Do you mow the dikes regularly (or at least monthly), to the waters edge? Yes No
- iii. Do you have bushes or trees growing on the dikes or in the ponds? Yes No
- iv. Do you have excess sludge buildup (>1foot) on the bottom of any of your ponds? Yes No
- v. Do you exercise all of your valves? Yes No
- vi. Are your control manholes in good structural shape? Yes No
- vii. Do you maintain at least 3 feet of freeboard in all of your ponds? Yes No
- viii. Do you visit your pond system at least weekly? Yes No

Permit #:

LA0067083

C. Treatment Plants

i. Have the influent and effluent flow meters been calibrated in the last year?

Yes No (check one.)

2/6/19 2/6/19
Influent flow meter calibration date (s) Effluent flow meter calibration date (s)

ii. What problems, if any, have been experienced over the last year that have threatened treatment?

Heavy rainfall adversely affects the collection system and plant.
Electrical problems
Equipment malfunction/failures
Old line collapse/replacements

iii. Is your community presently involved in formal planning for treatment facility upgrade?

Check one. Yes No If Yes, Please describe:

Permit #:

LA0067083

D. Preventive Maintenance

i. Does your plant have a written plan for preventive maintenance on major equipment items?

Check one box. Yes No

If Yes, Please describe:

Operation and Maintenance Manual
EPA Project #106199A 42390
1985 and 2005

ii. Does this preventive maintenance program depict frequency of intervals, types of lubrication and other preventive maintenance tasks necessary for each piece of equipment?

Yes No

iii. Are these preventive maintenance tasks, as well as equipment problems, being recorded and filed so future maintenance problems can be assured properly?

Yes No

E. Sewer Use Ordinance

i. Does your community have a sewer use ordinance that limits or prohibits the discharge of excessive conventional pollutants (BOD, TSS, or pH) or toxic substances to the sewer system from industries, commercial users and residences?

Check one. Yes No

If Yes, Please describe:

Sewer Use Ordinance #007-MC
City of Sulphur Code of Ordinance 22
EPA Project #C106199A 42390

ii. Has it been necessary to enforce?

Check one. Yes No

If Yes, Please describe:

A tanker truck wash located within the city limits of Sulphur was discharging petroleum hydrocarbons into sanitary sewer system.

iii. Any additional comments about your treatment plant or collection system? (Attach additional sheets if necessary.)

A grease trap inspection program needs to be implemented and enforced.

Permit #: **LA0067083**

POINT CALCULATION TABLE

	Actual Values	Maximum
Part 1: Influent Flow/Loadings	<u>0</u>	80 points
Part 2: Effluent Quality/ Plant Performance	<u>50</u>	100 points
Part 3: Age of WWTF	<u>27.5</u>	50 points
Part 4: Overflows and Bypasses	<u>100</u>	100 points
Part 5: Ultimate Disposition of Sludge	<u>50</u>	100 points
Part 6: New Development	<u>15</u>	30 points
Part 7: Operator Certification Training	<u>0</u>	100 points

TOTAL POINTS:

242.5

RESOLUTION NO. _____, M-C SERIES

Resolution authorizing Mayor to sign the Certificate of Substantial Completion for the 2017 Sanitary Sewer Lining Project.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor to sign the Certificate of Substantial Completion for the 2017 Sanitary Sewer Lining Project.

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____, 2019.

, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

Certificate of Substantial Completion

Project: 2017 Sanitary Sewer Lining

Owner: City of Sulphur

Owner's Contract No.: 314-5085-WW_SLI

Contract: 2017 Sanitary Sewer Lining

Engineer's Project No.: A9-17024-DA

This Certificate of Substantial Completion applies to:

All Work under the
Contract Documents:

The following specified portions of the
Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

Amended Responsibilities Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

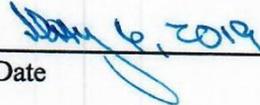
Punch list dated April 17, 2019

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.



Executed by Engineer

MEYER & ASSOCIATES, INC.



Date

Accepted by Contractor

PM CONSTRUCTION & REHAB, LLC

Date

Accepted by Owner

CITY OF SULPHUR

Date

MEYER & ASSOCIATES, INC.

PUNCH LIST

PROJECT: 2017 Sanitary Sewer Lining

DATE: April 17, 2019

PROJECT NO: A9-17024-DA
314-5085-WW_SLI

INSPECTION WAS CONDUCTED AT ABOVE PROJECT BY:

CONTRACTOR-OWNER

ENGINEER-ARCHITECT

Contractor: PM Construction & Rehab, LLC

Engineer: Wayne Harris, P.E.

Owner: City of Sulphur-
Steve Wilson

Inspector: Terry Bailey
Julius Gary

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

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

NO.	ITEM	VALUE
1	Record Drawings	Received
2	Post Liner Video	Received
3	Addresses of services not lined	\$0.00
	TOTAL	\$0.00

RESOLUTION NO. _____, M-C SERIES

Resolution approving liquor license for Hebert's Ice House, located at 810 North Beglis Parkway.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby approve liquor license for Hebert's Ice House, located at 810 North Beglis Parkway.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2019.

DRU ELLENDER, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk



LIQUOR LICENSE APPLICATION APPROVAL SHEET

The following applicant is applying to the City of Sulphur for a permit to sell beverages of alcohol content at a retail.

Business Name: Hebert's Ice House

Owner: Gerald "Keith" Hebert, Jr.

Business Location: 810 N Beglis Pkwy

Date of Application: 04/16/2019

Class: A B Content: High Low

Applicant has provided all required documentation to the City of Sulphur Licensing Department.

City of Sulphur Issuance Agent *Jason Parker*
Director of Finance _____ Recommend Deny

City Council Approval: ACCEPTED DENIED

Council Representative Signature _____

Date: _____

Special Comments: _____



Keith Berry, Director



City of Sulphur
Occupational License
P O Box 1309
Sulphur, LA 70664
Phone: 337-527-4517
license@sulphur.org



Mike Danahay, Mayor

RECEIVED
APR 16 2019

City of Sulphur
Liquor License Application

City of Sulphur
Mayor

Name of Business: FAT TUESDAY PROPERTIES LLC d/b/e HERBERT'S ICE HOUSE
Location of Business: 810 N. BEGLIS PKWY. SULPHUR LA
Legal Name of Owner: GERALD "KEITH" HERBERT, JR.
Home/Corp Address: 320 E. NAPOLEON^(STE. 112) SULPHUR, LA 70663
Mailing Address: SAME

Application is for: CLASS "A" CLASS "B"

Content: HIGH LOW HIGH & LOW

Sole Proprietor: Partnership Corp/LLC

Has a homeowner petition been signed by residents? YES NO

Have you applied for a state license? YES NO

Are you the owner of the premises to be licensed? YES NO

If NO, do you hold a bona Fide Lease? YES NO

Is the business to be conducted wholly by you or by more than one representative? DAMON J. HERBERT (MANAG)
Federal Tax #: 47-2765141 La. State Tax #: 2018099

SULPHUR ORDINANCE

Sec. 3-28. - Location—Affecting issuance.

(b) No permit required by this division shall be granted for any premises situated within three hundred (300) feet or less, of a public playground or of a building used exclusively as a church or synagogue, public library, or school, or full-time day care center except a school for business education conducted as a business college or school. This distance shall be measured as a person walks, using the sidewalk, from the nearest point of the property line of the church or synagogue, library, playground or school to the nearest point of the premises to be licensed.

(Code 1970, § 3-18; Ord. No. 546, 10-14-03) | State Law reference— Similar provisions, R.S. 26:80, 280.

Is there a church, synagogue, library, playground or school located within 300 ft. of premise to be licensed? YES NO

If YES, has measurements been taken? YES NO N/A

If YES, what are the measurements in feet? _____ Ft. N/A

Are there any residents located within 300 feet of premise to be licensed? YES NO N/A

If YES, has measurements been taken? YES NO N/A

If YES, what are the measurements in feet? _____ Ft. N/A

NOTE: The City of Sulphur will validate all measurements

Jarrin Parker

From: Melanie Dyson
Sent: Monday, April 22, 2019 12:26 PM
To: Jarrin Parker
Subject: RE: Background checks for Hebert's Ice House

Gerald Hebert
10-13-17 Resisting by False Information Misd charge released on citation

Damon Hebert
03-15-18 Speeding, Flight From an Officer, Careless Operation Released per City Court

Melanie Dyson
Records Clerk
Phone # 337-527-4555

-----Original Message-----

From: Jarrin Parker <jparker@sulphur.org>
Sent: Monday, April 22, 2019 9:18 AM
To: Melanie Dyson <mdyson@sulphur.org>
Subject: Background checks for Hebert's Ice House

Please see attached for Hebert's Ice House.

Thank you,

Jarrin Parker
License Coordinator
P O Box 1309
Sulphur, La. 70664
(337) 527-4517



Serving the community one person at a time

Sales Tax Clearance for Alcohol Permit

Calcasieu Parish Sales/Use Tax Department
P.O. Drawer 2050
Lake Charles, LA 70602-2050
337-217-4280 (telephone) 337-217-4281 (fax)

PARISH OF CALCASIEU SALES TAX CLEARANCE CERTIFICATE FOR ALCOHOLIC BEVERAGE CONTROL COMMISSION

Louisiana Statutes require that both state and local revenue or tax offices provide a tax clearance before the issuance or renewal of a state or local Alcoholic Beverage Permit.

In accordance with Act 1016 of the 1995 Regular Session of the Louisiana Legislature, this document certifies that the taxpayer listed herein is current in filing Calcasieu Parish Sales Taxes and there are no delinquent taxes, penalties, or interest due. This Calcasieu Parish Sales Tax Clearance Certificate must be attached to your Alcoholic Beverage Control permit application in all instances, whether initial or renewal, and submitted to the Alcoholic Beverage Control Commission.

NOTICE: A STATE TAX CLEARANCE IS REQUIRED IN ADDITION TO THE LOCAL CLEARANCE.

Calcasieu Parish Taxpayer Number: APPLIED FOR
Social Security Number or FEIN: 472765141
LA Department of Revenue & Taxation No: 2018099
Taxpayer Name: FAT TUESDAY PROPERTIES LLC
Trade Name (if different): HEBERT'S ICE HOUSE
Location Address: 810 N BEGLIS PKWY
SULPHUR, LA 70663
Mailing Address: 320 E NAPOLEON SE 112
SULPHUR, LA 70663

I hereby certify that there are no delinquent sales taxes, penalties, or interest due the Calcasieu Parish Sales and Use Tax Department from the above listed taxpayer, excluding items under formal appeal pursuant to applicable statutes.

Handwritten signature: Nonca Harrison
Authorized Signature
Calcasieu Parish Sales & Use Tax Department
CLERK
Title
4-17-2019
Date

REPRESENTING

Calcasieu Parish School System
Calcasieu Parish Police Jury

City of Sulphur
Town of Vinton

City of DeQuincy
Town of Iowa

City of Lake Charles
City of Westlake

RESOLUTION NO. _____, M-C SERIES

Resolution approving liquor license for Grab N Geaux 5, located at 2140 East Napoleon Street.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby approve liquor license for Grab N Geaux 5, located at 2140 East Napoleon Street.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2019.

DRU ELLENDER, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk



LIQUOR LICENSE APPLICATION APPROVAL SHEET

The following applicant is applying to the City of Sulphur for a permit to sell beverages of alcohol content at a retail.

Business Name: Grab N Geaux 5

Owner: XVII F, LLC

Business Location: 2140 E Napoleon St

Date of Application: 04/07/2019

Class: A B Content: High Low

Applicant has provided all required documentation to the City of Sulphur Licensing Department.

City of Sulphur Issuance Agent: *[Signature]*

Director of Finance _____ Recommend Deny

City Council Approval: ACCEPTED DENIED

Council Representative Signature _____

Date: _____

Special Comments: _____



Keith Berry, Director



City of Sulphur
Occupational License
P O Box 1309
Sulphur, LA 70664
Phone: 337-527-4517
license@sulphur.org



Christopher L. Duncan, Mayor

RECEIVED
APR 16 2019

BY: City of Sulphur
Spangler

City of Sulphur
Liquor License Application

Name of Business: Grab N' Geaux 5
Location of Business: 2140 E. Napoleon St. Sulphur, LA 70663
Legal Name of Owner: XVII F, LLC
Home/Corp Address: 4137 West Prien Lake Road Lake Charles, LA
Mailing Address: 4137 West Prien Lake Road Lake Charles, LA 70605
Application is for: CLASS "A" CLASS "B"
Content: HIGH LOW HIGH & LOW
Sole Proprietor: Partnership Corp/LLC
Has a homeowner petition been signed by residents? YES NO NA
Have you applied for a state license? YES NO
Are you the owner of the premises to be licensed? YES NO
If NO, do you hold a bona Fide Lease? YES NO
Is the business to be conducted wholly by you or by more than one representative? NO manager
Federal Tax #: 853919836 La. State Tax #: 2317552001

SULPHUR ORDINANCE
Sec. 3-28. - Location—Affecting issuance.
(b) No permit required by this division shall be granted for any premises situated within three hundred (300) feet or less, of a public playground or of a building used exclusively as a church or synagogue, public library, or school, or full-time day care center except a school for business education conducted as a business college or school. This distance shall be measured as a person walks, using the sidewalk, from the nearest point of the property line of the church or synagogue, library, playground or school to the nearest point of the premises to be licensed.
(Code 1970, § 3-18; Ord. No. 546, 10-14-03) | State Law reference— Similar provisions, R.S. 26:80, 280.
Is there a church, synagogue, library, playground or school located within 300 ft. of premise to be licensed? YES NO
If YES, has measurements been taken? YES NO N/A
If YES, what are the measurements in feet? _____ Ft. N/A
Are there any residents located within 300 feet of premise to be licensed? YES NO N/A
If YES, has measurements been taken? YES NO N/A
If YES, what are the measurements in feet? _____ Ft. N/A
NOTE: The City of Sulphur will validate all measurements



Sales and Use Tax Department
 PO Drawer 2060; 2439 6th Street Lake Charles, LA 70602-2060

Calcasieu Parish School Board

www.calcasieusalestax.org
 (337) 217-4280 Fax (337) 217-4281

Karl Bruchhaus, Superintendent

**PARISH OF CALCASIEU
 SALES TAX CLEARANCE CERTIFICATE
 FOR OFFICE OF ALCOHOL AND TOBACCO CONTROL**

Louisiana Statutes require that both state and local revenue or tax offices provide a tax clearance before the issuance or renewal of a state or local Alcoholic Beverage Permit.

In accordance with Act 1016 of the 1995 Regular Session of the Louisiana Legislature, this document certifies that the taxpayer listed herein is current in filing Calcasieu Parish Sales Taxes and there are no delinquent taxes, penalties, or interest due. This Calcasieu Parish Sales Tax Clearance Certificate must be attached to your Alcohol Beverage Control permit application in all instances, whether initial or renewal, and submitted to the Office of Alcohol and Tobacco Control.

NOTICE: A STATE TAX CLEARANCE IS REQUIRED IN ADDITION TO THE LOCAL CLEARANCE.

Calcasieu Parish Taxpayer Number: 00053117
 Social Security Number or FEIN: 833919838
 LA Department of Revenue & Taxation No: 2317552001
 Taxpayer Name: XVII F, LLC
 Trade Name (if different): GRAB N GEAUX #5
 Location Address: 2140 E Napoleon St
 Sulphur LA 70663
 Mailing Address: 4137 W Brian Lake Rd
 Lake Charles LA 70605

I hereby certify that there are no delinquent sales taxes, penalties, or interest due the Calcasieu Parish Sales and Use Tax Department from the above listed taxpayer, excluding items under formal appeal pursuant to applicable statutes.

Authorized Signature:  Title:  Date: 04.15.19

Calcasieu Parish Sales & Use Tax Department

F032/(5/2017)

REPRESENTING
 Calcasieu Parish School Board, STX Districts 2 & 3, Calcasieu Parish Police Jury, STX Districts 1 & 4A
 Calcasieu Parish Law Enforcement District, City of DeQuincy, Town of Iowa, City of Lake Charles
 City of Sulphur, Town of Vinton, City of Westlake, SWLa Convention & Visitors Bureau

LOUISIANA Post Office Box 201
DEPARTMENT of REVENUE Baton Rouge, LA 70821-0201



XVII F LLC
GRAB N GEAUX # 5
4137 W PRIEN LAKE RD
LAKE CHARLES LA 70605-3927

Date of Notice: 22-Mar-2019
Letter ID: L0789948640
Account ID: 2317552-001-400
Tax Type: Sales

**State Sales Tax Clearance Certificate
For Office of Alcohol and Tobacco Control**

Louisiana Revised Statutes 26:78, 26:80, 26:278 and 26:280 provide that the Louisiana Department of Revenue and the local sales tax collection agency or agencies issue a clearance for sales tax purposes before a state Alcoholic Beverage and/or Beer Permit(s) is issued.

This document certifies that you are current in filing and paying your state and/or local sales taxes. This Sales Tax Clearance Certificate must be attached to your Alcoholic Beverage and/or Beer Permit application and submitted to the Office of Alcohol and Tobacco Control of the Louisiana Department of Revenue, and the local Office of Alcoholic Beverage Control.

Clearance will expire one year from date issued

Date: 22-Mar-2019
Department of Revenue Account Number: 2317552-001
Federal Identification Number: 833919838
State ATC Permit Number:
Local Sales Tax Agency Account Number:
Local ABC Permit Number:
Location Address of Applicant: 2140 E NAPOLEON ST
SULPHUR LA 70663-3619

I hereby certify that the above listed taxpayer is current in filing and paying all required sales tax returns and taxes.

State	 Signature	Director Title	March 22, 2019 Date
Local	 Signature	 Title	 Date

Jarrin Parker

From: Melanie Dyson
Sent: Wednesday, April 17, 2019 1:08 PM
To: Jarrin Parker
Subject: RE: Background checks for Grab N Geaux

All subjects are clear.

Melanie Dyson
Records Clerk
Phone # 337-527-4555

-----Original Message-----

From: Jarrin Parker <jparker@sulphur.org>
Sent: Wednesday, April 17, 2019 8:57 AM
To: Melanie Dyson <mdyson@sulphur.org>
Subject: Background checks for Grab N Geaux

Please see attached for background checks.

Thank you,

Jarrin Parker
License Coordinator
P O Box 1309
Sulphur, La. 70664
(337) 527-4517