

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

AGENDA
SULPHUR CITY COUNCIL MEETING
MONDAY, APRIL 10, 2023, AT 5:30 P.M.

THERE WILL BE A REGULAR MEETING OF THE SULPHUR CITY COUNCIL **MONDAY, APRIL 10, 2023, AT 5:30 P.M.**, IN THE COUNCIL CHAMBERS LOCATED AT 1551 EAST NAPOLEON STREET, SULPHUR, LOUISIANA, TO DISCUSS AND ADOPT THE FOLLOWING:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF MINUTES OF PREVIOUS MEETING

APPROVAL OF AGENDA

1. PROCLAMATION presented to Sulphur High School Soccer Team.
I-05 (Mayor Danahay)
2. PROCLAMATION to Paula Taylor, Sulphur Christian Community Coalition.
I-06 (Dru Ellender)
3. RESOLUTION granting a variance to Kenneth Smith, 1284 South Post Oak Road, to allow for living in an RV due to hurricane Laura. RES16-23 (Joy Abshire)
4. RESOLUTION proposing revised and restated Home Rule Charter for the City of Sulphur. RES17-23 (Mayor Danahay)
5. RESOLUTION granting a variance to Paula Louvier, 436 Sands Point, to allow for living in an RV due to hurricane Laura. RES18-23 (Mandy Thomas)
6. RULE TO SHOW CAUSE for the condition of the following addresses:
 - a. To condemn building or structure located at 1119 Alvin Street, in accordance with Article IX, Section 5-286 through 5-296. (Dru Ellender)
 - b. To condemn building or structure located at 427, 427 ½, and 435 North Crocker Street, in accordance with Article IX, Section 5-286 through 5-296. (Dru Ellender)

7. PUBLIC HEARING on ordinance granting a rezone to ALK Properties, 2616 Lena Street, from Residential to Commercial to allow for expansion of current business located at 317 Patton Street. ORD40-23 (Nick Nezat)
8. PUBLIC HEARING on ordinance granting a rezone to ALK Properties, 2606 Allen Street, from Residential to Commercial to allow for expansion of current business located at 317 Patton Street. ORD41-23 (Nick Nezat)
9. PUBLIC HEARING granting a rezone to ALK Properties, 317 Patton Street, from Business to Commercial to be contiguous with expansion of 2616 Lena Street and 2606 Allen Street. ORD42-23 (Nick Nezat)
10. PUBLIC HEARING on ordinance amending Ordinance No. 1733, M-C Series, to increase certain fees for demolition, electrical, fire, gas, housing moving, mechanical, mobile home, plumbing, portable building, grading, plan reviews for residential and commercial, generator installation, change contractor, culvert inspection, and site visits outside city limits ORD43-23 (Mayor Danahay)
11. PUBLIC HEARING ON ORDINANCE entering into a Cooperative Endeavor Agreement with Calcasieu Parish Police Jury for the Summer Feeding Program. ORD44-23 (Mayor Danahay)
12. PUBLIC HEARING on ordinance amending Ordinance No. 435, M-C Series – Master Sales and Use Tax ordinance – (amending definitions). ORD45-23 (Mayor Danahay)
13. INTRODUCTION OF ORDINANCE adopting the annual budget of revenues and expenditures for the fiscal year July 1, 2023, to June 30, 2024, for the City of Sulphur, Louisiana. ORD46-23 (Mayor Danahay)
14. INTRODUCTION OF ORDINANCE setting forth water fees charged by the City of Sulphur. ORD47-23 (Mayor Danahay)
15. INTRODUCTION OF ORDINANCE setting forth sewer fees charged by the City of Sulphur. ORD48-23 (Mayor Danahay)
16. INTRODUCTION OF ORDINANCE setting forth garbage/trash collection fees charged by the City of Sulphur. ORD49-23 (Mayor Danahay)
17. INTRODUCTION OF ORDINANCE amending Ordinance No. 1393, M-C Series, setting forth tie-in fees for water and sewer. ORD50-23 (Mayor Danahay)

18. INTRODUCTION OF ORDINANCE amending Ordinance No. 1611, M-C Series, which established a program to assist low-income households in the payment of water, sewer, and garbage-trash collection fees charged by the City of Sulphur. ORD51-23 (Mayor Danahay)
19. INTRODUCTION OF ORDINANCE amending Ordinance No. 1218, M-C Series which set forth a Capital Recovery fee charged by the City of Sulphur. ORD52-23 (Mayor Danahay)
20. INTRODUCTION OF ORDINANCE amending Resolution No. 2102, M-C Series, which authorized the Mayor to enter into an Inter-Governmental Agreement with the Calcasieu Parish Police Jury for Wastewater Treatment Services for Mossville area (Sewerage District No. 8). ORD53-23 (Mayor Danahay)
21. INTRODUCTION OF ORDINANCE granting a right-of-way and authorizing Mayor Mike Danahay to execute right of way with Entergy Louisiana, LLC, for property located on Invader Street. ORD54-23 (Mayor Danahay)
22. INTRODUCTION OF ORDINANCE setting the millage rates for tax year 2023 for General Alimony, Street Maintenance, and Fire Maintenance. ORD55-23 (Mayor Danahay)
23. INTRODUCTION OF ORDINANCE declaring certain surplus movable property of the City of Sulphur and providing for the disposal thereof (Shop parts). ORD56-23 (Mayor Danahay)
24. RESOLUTION awarding low bid received for North Water Treatment Improvement Program – Removal and Replacement of Pressure Filters. RES19-23 (Mayor Danahay)
25. PUBLIC COMMENT - 3 MINUTES PER SPEAKER - ONLY SPEAK 1 TIME PER ITEM.

This ends the public comment section of the meeting.

ADJOURNMENT

The next regular City Council meeting will be held on Monday, May 8, 2023, at 5:30 p.m. in the Council Chambers located at 1551 East Napoleon Street, Sulphur, LA.

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

RESOLUTION NO. M-C SERIES

RESOLUTION GRANTING A VARIANCE TO KENNETH SMITH, 1284 SOUTH
POST OAK ROAD, TO ALLOW FOR LIVING IN AN RV DUE TO HURRICANE
LAURA.

WHEREAS, in accordance with Article IV, Part 3, Section 1 (1) (a) of the Land Use Ordinance of the City of Sulphur, Louisiana, an RV is not considered a single family detached dwelling; and

WHEREAS, variance shall expire and RV shall be removed when Kenneth Smith no longer resides in the RV.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a variance to Kenneth Smith, 1284 South Post Oak Road, to allow for living in an RV due to Hurricane Laura for the following described property:

LOT 18 BLK 1 CEDAR SUB

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.

Upon approval of this variance 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.

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

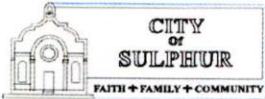
BE IT FURTHER RESOLVED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a variance to Kenneth Smith, 1284 South Post Oak Road, to allow for living in an RV due to Hurricane Laura with the above stipulations.

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

MANDY THOMAS, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk



CITY OF SULPHUR
APPLICATION FOR

DEVELOPMENT APPROVAL - VARIANCE

Date Received 3-6-23 \$50.00 Fee (Non-Refundable) No charge - hurrica
(Exact cash or check only)

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

Print Name Kenneth W Smith Date 3-6-23

PROPERTY OWNER INFORMATION

Name of Property Owner Kenneth W. Smith

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

Mailing Address: 1284 S. Post Oak City: Sulphur State: LA Email: _____

Physical Address: 1284 S. Post Oak City: _____ State: _____

Phone Number (H) _____ (W) _____ (C) 337-214-3215

PROPERTY INFORMATION

Location Address: _____

Present Zoned Classification: Mixed Residential

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

Lot 10 B&B 1 Cedar Sub.

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

YES ☒ NO ☐
INITIAL TKWS

VARIANCE REQUEST INFORMATION

Purpose of Variance Request: To continue to live in RV until I'm no longer living.
Mobile home destroyed in Hurricane Laura

How did you find out you needed a variance? Variance expired for Hurricane Laura

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

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


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

Applicant Signature: Kenneth W Smith Date: 3-6-23

| | 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? <u>3/4 in floodway</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Flood zone classification _____ bfe _____ ft. | | | |



MEMORANDUM

To: Board of Zoning and Land Use Commission
From: Austin Abrahams 
Public Works Director, Land Use Administrator
cc: Arlene Blanchard, Mayor Mike Danahay
Date: 3/10/2023
RE: 5. Variance at 1284 Post Oak Road, to allow for living in RV due to Hurricane Laura

Summary of Recommendation:

No objection to the requested variance.

Application:

Resolution granting a variance to Kenneth Smith, 1284 South Post Oak Road, to allow for living in an RV due to hurricane Laura.

Situation:

Applicant's mobile home was destroyed by hurricane Laura. Due to adverse health conditions, applicant is requesting a variance to live in RV until his death. The damaged structure is currently on FEMA's PPDR program awaiting approval to be demolished. The majority of the lot is located within a regulatory flood way.





Findings:

Article III, Part 2, Section 4(5) of the Land Use Ordinance lists criteria which must be met prior to granting a variance. The following findings are offered for your consideration:

| | Condition meet? |
|--|-----------------|
| 1. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district. | YES |
| 2. Literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Ordinance. | YES |
| 3. The special conditions and circumstances do not result from the actions of the applicant or any other person who may have or had interest in the property. | YES |
| 4. Granting the variance requested will not confer on the applicant any special privilege which is denied by this Ordinance to other lands, structures, or buildings in the same district or similarly situated. | YES |
| 5. The variance, if granted, will not alter the essential character of the locality. | YES |
| 6. Strict adherence to the regulation for the property would result in a demonstrable hardship upon the owner, as distinguished from mere inconvenience. | YES |
| 7. The purpose of the variance is not based exclusively upon a desire to serve the convenience or profit of the property owner or other interested party(s). | YES |
| 8. The proposed variance will not impair an adequate supply of light and air to adjacent property, or increase substantially the congestion in the public street, or increase the danger of fire, or endanger the public safety. | YES |

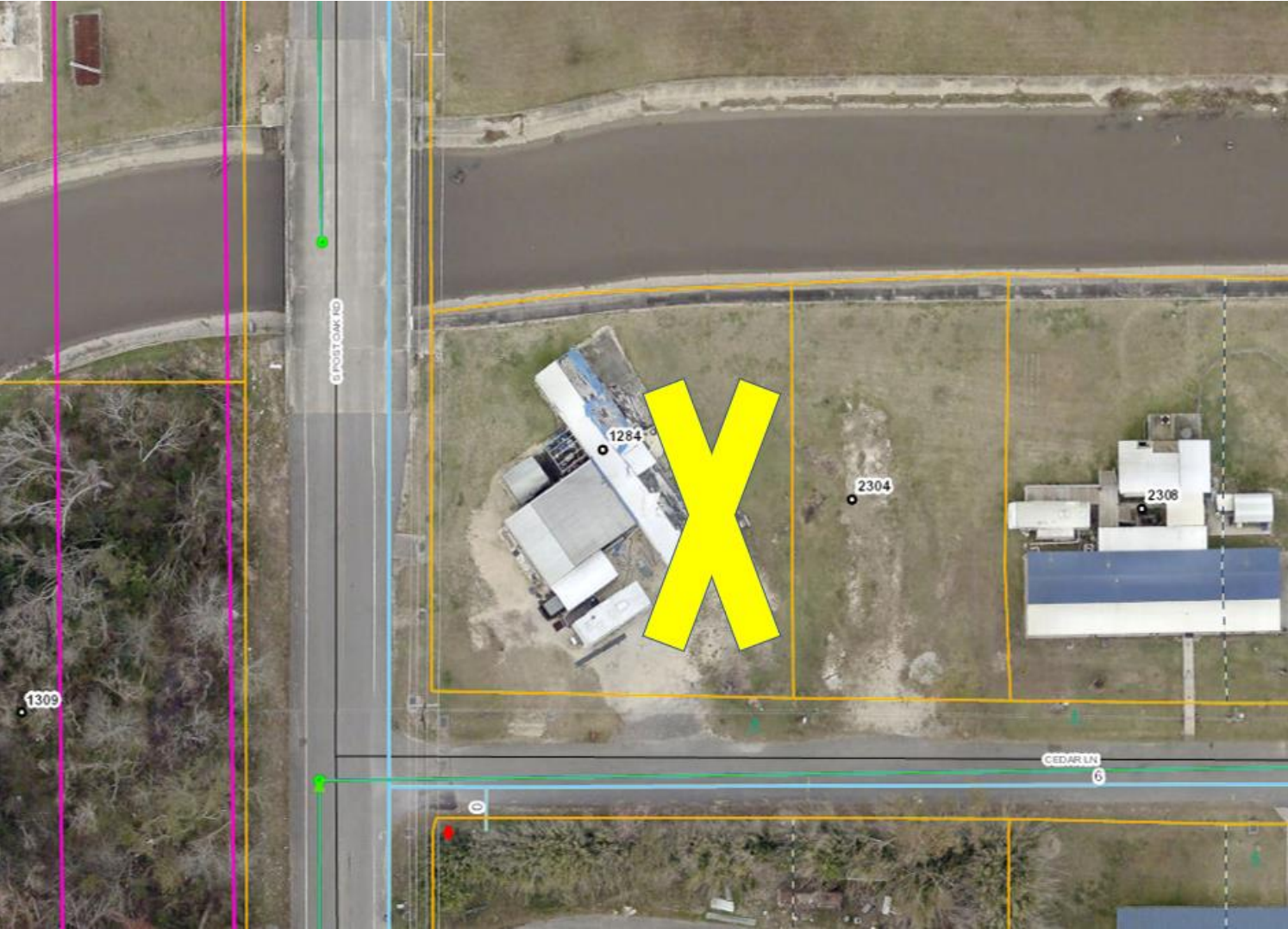
Recommendation:

In accordance with Article III, Part 2, Section 4(5) of the Land Use Ordinance, based on the above findings, no objection is offered to the requested variance.

The following stipulations are suggested:

1. Variance shall expire and RV shall be removed when Kenneth Smith no longer resides in the RV









To view the Home Rule Charter please go to www.sulphur.org and click on “Breaking News Home Rule Charter revisions”

RESOLUTION NO. _____, M-C SERIES

Resolution proposing revised and restated Home Rule Charter for the City of Sulphur.

WHEREAS, the City Council as governing authority of the City of Sulphur acting pursuant to Section 7-06(E) of the Home Rule Charter of the City of Sulphur and La. R.S. 33:1395-1 did adopt Ordinance No. 1811, M-C Series duly appointing seven citizens to serve as the Home Rule Charter Commission to modernize, update, and improve the Home Rule Charter of the City of Sulphur.

WHEREAS, the citizen members of the Home Rule Charter Commission of the City of Sulphur have met over the past four months to discuss how to modernize, update, and improve the Home Rule Charter of the City of Sulphur, received comment from interested members of the public, and held a public hearing on the final proposal that was previously published for review;

THEREFORE BE IT RESOLVED by the Home Rule Charter Commission for the City of Sulphur that it does hereby formally proposed the attached revised and restated Home Rule Charter and call for the City Council to call an election at the earliest opportunity provided for under the laws of Louisiana for ratification of this proposed Home Rule Charter.

THUS DONE AND SIGNED on this 27th day of March, 2023 after public notice and following a final public hearing.

Danny DiPetta, Chairman

Gena Granger

Donna Emmons

Sid Rosteet

Carla Sigler

Justin Sittig

Becky Venissat

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

MANDY THOMAS, Chairman

ATTEST

ARLENE BLANCHARD, Clerk

RESOLUTION

RESOLUTION GRANTING A VARIANCE TO PAULA LOUVIER, 436 SANDS POINT, TO ALLOW FOR TEMPORARY LIVING IN AN RV DUE TO HURRICANE LAURA.

WHEREAS, in accordance with Article IV, Part 3, Section 1 (1) (a) of the Land Use Ordinance of the City of Sulphur, Louisiana, an RV is not considered a single family detached dwelling; and

WHEREAS, said variance shall be contingent upon obtaining proper permits and inspections; expires after 3 months.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a variance to Paula Louvier, 436 Sands Point, to allow for temporary living in an RV while home is being repaired due to Hurricane Laura for the following described property:

PORTION OF LOTS 96 AND 98 SUMMERWOOD SUB DESC AS – COM ON N/L SANDS POINT 21.24 FT E OF SW COR LOT 96, TH NELY 102.49 FT TO N/L SAID LOT AT PT 40 FT E OF NW COR SAID LOT, TH E 90.06 FT TO NE COR SAID LOT, SELY 24.01 FT ALONG E/L LOT 98, SWLY 127.51 FT TO NLY/LING SANDS POINT BEING 30.70 FT NWLY OF SW COR LOT 98, WLY 24.64 FT ALONG SLY/LINE LOTS 98 AND 96 TO COM

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.

Upon approval of this variance 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.

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

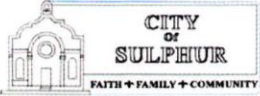
BE IT FURTHER RESOLVED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a variance to Paula Louvier, 436 Sands Point, to allow for temporary living in an RV while home is being repaired due to Hurricane Laura with the above stipulation.

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

MANDY THOMAS, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk



CITY OF SULPHUR
APPLICATION FOR
DEVELOPMENT APPROVAL - VARIANCE

Date Received 2/27/23 \$50.00 Fee (Non-Refundable) GO 50 cash
(Exact cash or check only)

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

Print Name Paula Louvier Date 2-28-23

PROPERTY OWNER INFORMATION

Name of Property Owner Paula Louvier

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

Mailing Address: 436 Sandpoint City: Sulphur State: LA Email: _____

Physical Address: 436 Sandpoint City: Sulphur, LA State: LA

Phone Number (H) (337) 563-9952 (W) _____ (C) (337) 563-9952

PROPERTY INFORMATION

Location Address: 436 Sandpoint Drive

Present Zoned Classification: Residential

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

please see attached

DO YOU CURRENTLY HAVE ANY PENDING VIOLATION WITH ANY ORDINANCE OF THE CITY OF SULPHUR YES NO
YOU, OR A REPRESENTATIVE, MUST ATTEND THE SCHEDULED MEETING INITIAL PL

VARIANCE REQUEST INFORMATION

Purpose of Variance Request: Fema - request to live in RV due to Hurricane Laura damage

How did you find out you needed a variance? Department of Water Works

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

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


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

Applicant Signature: Paula Louvier Date: 2-28-23

- | | 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. | | | |



MEMORANDUM

To: Board of Zoning and Land Use Commission
From: Austin Abrahams 
Public Works Director, Land Use Administrator
cc: Arlene Blanchard, Mayor Mike Danahay
Date: 3/10/2023
RE: 4. Variance at 436 Sands Point, to allow for living in RV due to Hurricane Laura

Summary of Recommendation:

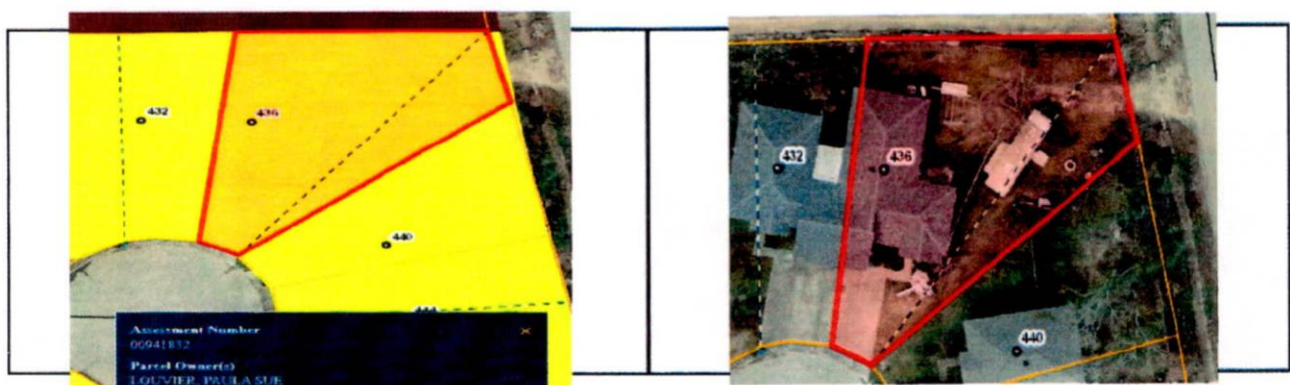
A recommendation supporting the variance cannot be given.

Application:

Resolution granting a variance to Paula Louvier, 436 Sands Point, to allow for living in an RV due to hurricane Laura.

Situation:

Applicant has been living in RV due to damages from Hurricane Laura. This is the first application received for this address to live in RV. Applicant is currently renting the RV from FEMA. The applicant also claims some repairs have been made, but insurance proceeds where not enough to make all repairs. Applicant claims to be pursuing FEMA to fund the difference. Applicant has not applied for any permits, and repairs have not been inspected.





Findings:

Article III, Part 2, Section 4(5) of the Land Use Ordinance lists criteria which must be met prior to granting a variance. The following findings are offered for your consideration:

| | Condition meet? |
|--|-----------------|
| 1. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district. | YES |
| 2. Literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Ordinance. | NO |
| 3. The special conditions and circumstances do not result from the actions of the applicant or any other person who may have or had interest in the property. | YES |
| 4. Granting the variance requested will not confer on the applicant any special privilege which is denied by this Ordinance to other lands, structures, or buildings in the same district or similarly situated. | NO |
| 5. The variance, if granted, will not alter the essential character of the locality. | NO |
| 6. Strict adherence to the regulation for the property would result in a demonstrable hardship upon the owner, as distinguished from mere inconvenience. | YES |
| 7. The purpose of the variance is not based exclusively upon a desire to serve the convenience or profit of the property owner or other interested party(s). | YES |
| 8. The proposed variance will not impair an adequate supply of light and air to adjacent property, or increase substantially the congestion in the public street, or increase the danger of fire, or endanger the public safety. | YES |

Recommendation:

In accordance with Article III, Part 2, Section 4(5) of the Land Use Ordinance, based on the above findings, a recommendation cannot be given.

The following stipulations are suggested:

1. Adoption should be contingent upon obtaining proper permits & inspections; expires after 3 months





FEMA

FEDERAL EMERGENCY MANAGEMENT AGENCY

NOTICE OF PROGRAM EXTENSION AND RENT

DR-4559-LA
March 11, 2022

PAULA LOUVIER
436 SANDS PT
SULPHUR, LA 70663

FEMA Application Number: 399878325

PAULA LOUVIER:

As part of FEMA's mission to help you recover from DR-4559-LA, FEMA provided your household with a Transportable Temporary Housing Unit (FEMA Unit), subject to the rules, terms, and conditions of the Revocable License you signed on 2/7/2021. This Revocable License is valid for as long as FEMA provides Direct Temporary Housing Assistance and you remain eligible. Direct Temporary Housing Assistance ends 18 months from the date of the Presidential disaster declaration, unless extended or terminated earlier.

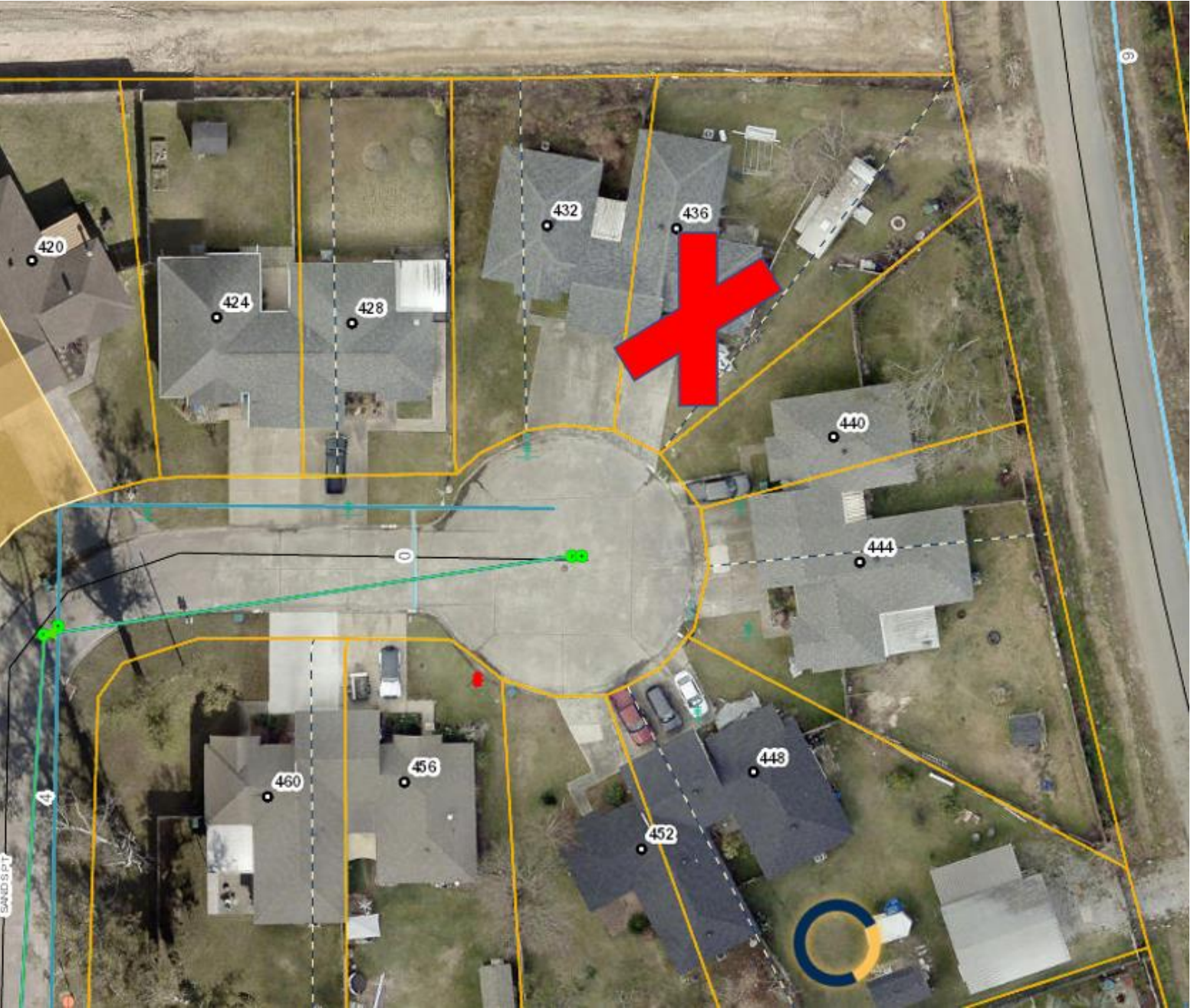
At the request of the State of Louisiana, FEMA has extended your Revocable License through October 31, 2022. During this extended period, you must still follow the rules, terms, and conditions of the Revocable License. In addition, you will begin to be charged rent for your use of the FEMA Unit.

If you choose to stay in the FEMA Unit after February 28, 2022, you will pay a monthly rent in the amount of \$688 starting on April 1, 2022. The rent amount is based on U.S. Department of Housing and Urban Development (HUD) Fair Market Rent (FMR), as authorized by law. Your first payment will be due on May 1, 2022 and will continue to be due on the first day of each following month for as long as you occupy the FEMA Unit. The rent will not be prorated. However, the rent amount may be reduced based on your ability to pay.

Failure to pay the monthly rent amount is a violation of the rules, terms, and conditions of your Revocable License and your eligibility to stay in the FEMA Unit may be terminated if you do not pay rent. To avoid having to pay this monthly rent amount, you must move-out and surrender possession of the FEMA Unit by February 28, 2022. If you choose to maintain possession of the FEMA Unit after this date, you will be sent a monthly bill.

Appeal Instructions

As stated above, your rent amount may be reduced based on your ability to pay. A FEMA caseworker will be contacting you to discuss the process and documentation requirements. You also have the right to appeal the amount you will be charged. You may appeal within **60 days** of the date of this letter. Appeals will not be accepted after May 11, 2022. To file an appeal, you must:





ORDINANCE NO. _____, M-C SERIES

AN ORDINANCE AMENDING ORDINANCE NO. 1733, M-C SERIES, TO INCREASE CERTAIN FEES FOR DEMOLITION, ELECTRICAL, FIRE, GAS, HOUSE MOVING, MECHANICAL, MOBILE HOME, PLUMBING, PORTABLE BUILDING, GRADING, PLAN REVIEWS FOR RESIDENTIAL AND COMMERCIAL, GENERATOR INSTALLATION, CHANGE CONTRACTOR, CULVERT INSPECTION, AND SITE VISITS OUTSIDE CITY LIMITS.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Ordinance No. 1711, M-C Series, to increase certain fees for demolition, electrical, fire, gas, housing moving, mechanical, mobile home, plumbing, portable building, grading, plan reviews for residential and commercial, generator installation, change contractor, culvert inspection, and site visits outside city limits to read as follows:

Cost Schedule

| | |
|-------------------|----------------------|
| 0 - 300 | \$0 |
| 301 – 1000 | \$15.00 |
| 1001 – 2000 | \$20.00 |
| 2001 – 3000 | \$25.00 |
| 3001 – 5000 | \$30.00 |
| 5001 – 10,000 | \$35.00 |
| 10,001 – 25,000 | \$50.00 |
| 25,001 – 26,000 | \$100.00 |
| 26,001 – 150,000 | \$101.25 – \$255.00 |
| 150,001 – 500,000 | \$327.50 - \$1200.00 |
| 500,001 – UP | \$1201.50 - Up |

In addition to permit fees, inspection fees for each craft on new or renovated commercial establishments will be as follows:

| | |
|-------------------|----------|
| 26,001 – 150,000 | \$100.00 |
| 150,001 – 500,000 | \$200.00 |
| 500,001 – UP | \$300.00 |

The following projects are “cost of job” permits (see cost schedule) - Signs, paved parking, swimming pools, re-roofs, fences, gasoline tanks, remodeling, repairs and/or alterations

Demolition Permit

| | |
|-----------------------------------|------------------|
| \$30.00 \$40.00 | Demo-Commercial |
| \$15.00 \$25.00 | Demo-Residential |

Electrical Permit

| | |
|-----------------------------------|---------------------------------|
| \$15.00 \$25.00 | Electrical Permit |
| \$15.00 \$25.00 | Electrical-Pole Service |
| \$4.00 | Electrical-Breaker Double Pole |
| \$8.00 | Electrical-Breaker Quad Pole |
| \$2.00 | Electrical-Breaker Single Pole |
| \$6.00 | Electrical-Breaker Triple Pole |
| \$4.00 | Electrical-Breaker Main |
| \$6.00 | Electrical-Breaker Main 3 Phase |

Fire Permit

| | |
|-----------------------------------|-------------------|
| \$80.00 \$85.00 | Fire-Construction |
| \$80.00 \$85.00 | Fire-Operation |

Gas Permit

| | |
|-----------------------------------|------------|
| \$15.00 \$25.00 | Gas Permit |
|-----------------------------------|------------|

| | |
|-----------------------------------|-------------------|
| \$1.00 | Gas-Outlet |
| \$15.00 \$25.00 | Gas-Pressure Test |

House Moving Permit

| | |
|-------------------------------------|--|
| \$100.00 \$105.00 | House Moving |
| \$50.00 \$55.00 | Site visit to determine approval of structure up to 30 mile radius |

Mechanical Permit

| | |
|-----------------------------------|---------------------------------------|
| \$15.00 \$25.00 | Mechanical Inspect |
| \$15.00 \$16.00 | Mechanical Permit-1 st Ton |
| \$2.00 \$4.00 | Mechanical-Per Add'l ton |

Mobile Home Permit

| | |
|-----------------------------------|--|
| \$80.00 \$85.00 | Mobile Home-DBL Wide Permit |
| \$40.00 \$45.00 | Mobile Home-SGL Wide Permit |
| \$50.00 \$55.00 | Site visit to determine approval of structure up to 30 mile radius |

Plumbing Permit

| | |
|-----------------------------------|--|
| \$15.00 \$25.00 | Plumbing-Change sewer line |
| \$15.00 \$25.00 | Plumbing Permit |
| \$5.00 | Plumbing-A/C |
| \$5.00 | Plumbing-Bathtub |
| \$5.00 | Plumbing-Dishwasher |
| \$5.00 | Plumbing-Disposal |
| \$5.00 | Plumbing-Drink Fountain |
| \$5.00 | Plumbing-Grease Trap |
| \$5.00 | Plumbing-Hose Bib |
| \$15.00 \$25.00 | Plumbing-Inspection Fee |
| \$5.00 | Plumbing-Lavatories |
| \$5.00 | Plumbing-Refrigeration |
| \$5.00 | Plumbing-Sewer |
| \$5.00 | Plumbing-Shower/Floor Drain |
| \$5.00 | Plumbing-Sink |
| \$5.00 | Plumbing-Urinal |
| \$5.00 | Plumbing-Washing Machine |
| \$5.00 | Plumbing-Water Closet |
| \$5.00 | Plumbing-Water Heater |
| \$5.00 | Plumbing-Water Line |
| \$30.00 \$35.00 | Plumbing- Commercial Back-Flow |
| \$60.00 \$75.00 | Plumbing-Outside City Sewer Connection |
| \$30.00 \$40.00 | Plumbing-Outside City Sewer Inspection |

Portable Building Permit

| | |
|-----------------------------------|------------------------------|
| \$40.00 \$45.00 | Portable Bldg-over 12' Wide |
| \$15.00 \$20.00 | Portable Bldg-under 12' Wide |

Grading

| | |
|-----------------------------------|-----------------------------|
| \$50.00 \$60.00 | Grading Permit |
| \$15.00 \$20.00 | Portable Bldg-under 12'Wide |

Demolition Bond (Cashier's Check or Money Order)

| | |
|----------------------|----------------------------------|
| \$1000.00 | Demolition Bond-Commercial |
| .10 | Demolition Bond-Commercial Sq Ft |
| \$ 500.00 | Demolition Bond-Residential |

Borrow Pit and Pond

| | |
|------------------|-----------------------------------|
| \$50.00-\$500.00 | Depending on complexity of review |
|------------------|-----------------------------------|

Other Fees

| | |
|--|--|
| \$25.00 | Re-inspection fee |
| \$50.00 \$55.00 | Plan Review fee-Residential |
| \$60.00 \$70.00 | Plan Review fee-Commercial |
| Double permit fee | "No Permit" |
| \$45.00 \$50.00 | Generator Installation |
| Cost of Job + pre-construction inspection fee + final inspection fee (plan review fee if required) | Solar Panel |
| \$50.00 \$60.00 | Change Contractor |
| \$50.00 \$60.00 | Culvert Inspection Fee |
| \$50.00 \$60.00 (30 mile radius) | Any site visit required outside of city limits |

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

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2023, at _____ o'clock _____.m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received
from the Mayor at _____ o'clock _____.m.
on this _____ day of _____,
2023, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ORDINANCE NO. _____, M-C SERIES

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

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

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

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

MANDY THOMAS, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2023, at _____ o'clock _____.m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received
from the Mayor at _____ o'clock _____.m.
on this _____ day of _____,
2023, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

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

STATE OF LOUISIANA
PARISH OF CALCASIEU

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

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

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

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

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

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

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

1. Scope of Agreement

The PARISH and the CITY hereby agree to the following:

A. PARISH Obligations:

- a. The PARISH will administer the PROGRAM on behalf of the CITY by working with the Louisiana Department of Education and the CITY and will adhere to all policies and procedures applicable in administering the PROGRAM.
- b. The PARISH will provide two (2) feeding locations inside the CITY limits.
- c. The PARISH will be responsible for hiring and paying persons to work in any aspect of the PROGRAM operations.
- d. The PARISH will include the CITY's logo on all PROGRAM advertisements.
- e. The PARISH will provide training for all PROGRAM employees.
- f. The PARISH will provide its own waste dumpsters at one (1) site.

B. CITY Obligations:

- a. The CITY will provide funding assistance in the amount of three thousand dollars (\$3,000) per lunch service location by May 31, 2023, in support of the operation of the PROGRAM.
- b. The CITY will assist with promoting the PROGRAM by advertising on various media outlets available to the CITY.

2. Term of Agreement

The initial term of this agreement shall commence upon execution of this agreement and shall continue until July 31, 2023.

3. Payment Terms

Under this agreement, the CITY agrees to pay the PARISH six thousand dollars (\$6,000) based upon three thousand dollars (\$3,000) funding assistance per lunch service location. Payment of the total amount is to be made to the PARISH by May 31, 2023, and is inclusive of all amounts properly due.

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

4. Amendments and Assignments

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

5. Records and Audits

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

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

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

In compliance with grantor and national policy requirements, including the above referenced federal grant requirements, both parties agree to adhere to the following regulations, where applicable:

(a) Federally Required Contractual Provisions:

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

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

¹avis Bacon Act is not applicable to this agreement.

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

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

(b) National Policy Requirements:

- (1) **Civil Rights Act of 1964**, including Title VI, which generally speaking, states that no person shall on the grounds of race, color or national origin shall be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance,
- (2) **Age Discrimination Act of 1975** which prohibits discrimination based on age in programs or activities receiving federal financial assistance,
- (3) **Americans with Disabilities Act of 1990**, with respect to building construction or alteration, prohibits discrimination based on a disability defined as a physical or mental impairment that substantially limits a major life activity,
- (4) **Section 504 of the Rehabilitation Act of 1973**, if specifically required by the federal agency, which prohibits the exclusion of an otherwise qualified individual because of a disability in programs receiving federal financial assistance including program accessibility, accessible new construction and alterations, reasonable accommodations and effective communication with hearing and visually disabled (this requirement may vary with each federal agency),
- (5) For all construction or repair contracts, **Copeland "Anti-Kickback" Act** which requires all contracts and sub-grants for construction or repair to contain a provision that prohibits a contractor or sub-contractor from inducing, by any means, any person employed in the construction, completion or repairs of public work to give up any part of the compensation to which he is otherwise entitled,
- (6) **National Environmental Policy Act and National Historic Preservation Act** which prohibit any activities that will have an adverse impact on the environment and regulate activity on property or structures that are deemed historic,
- (7) **Energy Policy and Conservation Act** which require the contractors to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan,
- (8) **Reporting Provision** requires that all contracts should include a requirement that the SUB RECIPIENT assist the GRANTEE, when applicable, with any awarding agency requirements and regulations pertaining to reporting,
- (9) **Record Retention Provision** requires that any contract executed must include a provision that all required records will be maintained by the contractor/firm for a minimum period of three years after the GRANTEE formally closes out each federal program (GRANTEE and SUB RECIPIENT grant managers should verify the three year record retention period with each respective grant agency to ensure that a longer period is not required),

- (10) **2013 National Defense Authorization Act (41 United States Code (U.S.C.) 4712, Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection)** subjects any subawards and contracts over the federal simplified acquisition threshold to the provisions of the above act regarding rights and remedies for employee whistleblower protections,
- (11) **National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973** which require recipients of federal grants that are acquiring, constructing or repairing property in a special flood hazard area, and with an estimated cost in excess of \$10,000, to purchase flood insurance,
- (12) **Wild and Scenic Rivers Act of 1968** which protects components or potential components of the national wild and scenic rivers system,
- (13) **Resource Conservation and Recovery Act** which requires proper handling and disposal of solid waste,
- (14) **Toxic Substance Control Act** which places restrictions on chemicals that pose unreasonable risks, such as surfaces that could be covered with lead-based paint,
- (15) **Federal Agency Seal(s), Logos, Crests, or Reproductions of Flags or Likeness of Federal Agency Officials** are prohibited from being utilized without specific federal agency pre-approval, and
- (16) **False Claims Act and 32 U.S.C. Chapter 38 (Administrative Remedies)** which prohibits the submission of false or fraudulent claims for payment to the federal government identifying administrative remedies for false claims and statements made which the CONTRACTOR herein acknowledges.

In compliance with item 5(a)(8) above, the SUB RECIPIENT agrees to verify that all contractors or subcontractors employed are not parties listed as active exclusions (i.e. suspensions, debarments) on the "System for Award Management" (SAM.gov) for parties debarred, suspended or otherwise excluded from contracting on any projects involving federal funds. SUB RECIPIENT agrees to require the contractor to provide immediate notice, but in no case later than three (3) business days, after being notified that the contractor, or any subcontractor, has been added to the "System for Award Management" or otherwise been disbarred from contracting on any projects involving federal funds. In no event shall the SUB RECIPIENT allow any contractor to utilize a subcontractor at any time during the duration of this agreement who has been disbarred from contracting on any projects involving federal funds. If the contractor is prohibited in any way from contracting on any projects involving federal funds at any time during the duration of this agreement then both the SUB RECIPIENT and GRANTEE must be notified. GRANTEE may, at its sole discretion, immediately implement the termination provisions discussed in Section 7 below if the SUB RECIPIENT decides to continue with the project using a "disbarred" or "active exclusion" contractor or subcontractor. The SUB RECIPIENT, contractors and subcontractors are required to provide their Unique Entity ID (UEI) number from the SAM.gov site prior to beginning construction on any project receiving federal funding.

6. Liability, Indemnity and Insurance

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

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

7. Termination of Agreement and Dispute Resolution

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

8. Severability, Entire Agreement and Captions

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

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

9. No Authorship Presumptions

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

10. Address of Notices and Communications

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

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

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

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

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

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

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

WITNESSES:

CALCASIEU PARISH POLICE JURY:

Witness Signature

BY: _____
CHRIS LANDRY, PRESIDENT

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

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

WITNESSES:

CITY OF SULPHUR:

Witness Signature

BY: _____
MIKE DANAHAAY, MAYOR

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

AN ORDINANCE ADOPTING THE ANNUAL BUDGET OF REVENUES AND EXPENDITURES FOR THE FISCAL YEAR JULY 1, 2023, TO JUNE 30, 2024, 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, 2023, to June 30, 2024.
- 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, 2023, to June 30, 2024.
- 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 2023-2024 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, 2023.

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

_____, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this ____ day of _____, 2023, at ____ o'clock ____m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received from the Mayor at ____ o'clock ____m. on this ____ day of _____, 2023, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

CITY OF SULPHUR
2023-2024 CAPITAL PROJECTS BUDGET

AUTHORIZATION SCHEDULE OF FUNDING

| | Projected Additional Funding | | | | | Total |
|---|------------------------------|-----------|-----------|-----------|-----------|------------|
| | 2024 | 2025 | 2026 | 2027 | 2028 | 2024-2028 |
| SUMMARY OF PROJECTS BY FUND: | | | | | | |
| Public Utility Fund: | | | | | | |
| Wastewater Projects: | | | | | | |
| Maplewood and Maplefork Lift Station | | | | | | - |
| Maplewood Sewer Rehab | | | | | | - |
| Collection System Improvements | | 500,000 | 500,000 | 500,000 | 500,000 | 2,000,000 |
| All Lift Station Improvements | 2,000,000 | 500,000 | 500,000 | 500,000 | 500,000 | 4,000,000 |
| Wastewater Plant Improvements | 2,000,000 | 2,000,000 | 750,000 | 750,000 | 750,000 | 6,250,000 |
| Total Wastewater Projects | 4,000,000 | 3,000,000 | 1,750,000 | 1,750,000 | 1,750,000 | 12,250,000 |
| Water Projects: | | | | | | |
| Water Distribution | 500,000 | 750,000 | 750,000 | 750,000 | 750,000 | 3,500,000 |
| Water Treatment Facility Improvement | 2,000,000 | 500,000 | 500,000 | 500,000 | 500,000 | 4,000,000 |
| Total Water Projects | 2,500,000 | 1,250,000 | 1,250,000 | 1,250,000 | 1,250,000 | 7,500,000 |
| Total Public Utility Fund | 6,500,000 | 4,250,000 | 3,000,000 | 3,000,000 | 3,000,000 | 19,750,000 |
| Street Improvement Capital Project Fund: | | | | | | |
| Asphalt Street Maintenance | 1,000,000 | 1,000,000 | 500,000 | 500,000 | 500,000 | 3,500,000 |
| Concrete Rehab | 250,000 | 500,000 | 500,000 | 500,000 | 500,000 | 2,250,000 |
| Signalization | | 150,000 | 150,000 | 150,000 | 150,000 | 600,000 |
| Sidewalk Rehab | | 100,000 | 100,000 | 100,000 | 100,000 | 400,000 |
| Burton Street Rehabilitation | | 100,000 | 100,000 | 100,000 | 100,000 | 400,000 |
| Henning and Weekly Overlay ** | 500,000 | 500,000 | | | | 1,000,000 |
| Bridge Rehabilitation and Repair | 500,000 | 500,000 | 250,000 | 250,000 | 250,000 | 1,750,000 |
| Ruth Street/Huntington ** | | | | | | - |
| Maplewood Drive | | 1,000,000 | 1,000,000 | 1,000,000 | 500,000 | 3,500,000 |
| Brandi, Ashley, Tillman | 500,000 | | | | | 500,000 |
| Smith and Archie Rehabilitation | | | | | | - |
| Post Oak Improvements (Division to Burton) ** | 1,000,000 | 500,000 | 500,000 | | | 2,000,000 |
| Drainage | 250,000 | | | | | 250,000 |
| Traffic Markings | 100,000 | | | | | 100,000 |
| Total Street Improvement Capital Project Fund | 4,100,000 | 4,350,000 | 3,100,000 | 2,600,000 | 2,100,000 | 16,250,000 |
| Public Improvement Capital Project Fund: | | | | | | |
| Building Improvements | 2,000,000 | 1,000,000 | 1,000,000 | 500,000 | 500,000 | 5,000,000 |
| Total Public Improvement Capital Project Fund | 2,000,000 | 1,000,000 | 1,000,000 | 500,000 | 500,000 | 5,000,000 |
| Total Capital Project by Funds | 12,600,000 | 9,600,000 | 7,100,000 | 6,100,000 | 5,600,000 | 41,000,000 |

CITY OF SULPHUR, LOUISIANA
PUBLIC UTILITY FUND - BUDGET FOR YEAR ENDING
June 30, 2023

| | Prior Year FY 2022-2022 | Current Year FY 2022-2023 | | | | Upcoming Year FY 2023-2024 | | |
|--|----------------------------|------------------------------|------------------------|---|------------------------------------|---|---|---|
| | | Original Budget | Last Adopted Budget | Actual Year-to-Date as of February 13, 2023 | Estimated Remaining for Year | Projected Actual Result at Year End | % Change Last Adopted Budget vs. Projected Actual Result at Year End | Projected Actual Result at Year End vs. Proposed Budget |
| OPERATING REVENUES: | | | | | | | | |
| Charges for water services | \$ 3,587,094 | \$ 3,826,500 | \$ 3,826,500 | \$ 2,224,753 | \$ 1,112,376 | \$ 3,337,129 | -12.79% | \$ 3,781,479 |
| Charges for sewer services | 5,234,290 | 5,818,676 | 5,818,676 | 3,248,627 | 2,000,000 | 5,248,627 | -9.80% | 5,914,281 |
| Total Operating Revenues | 8,821,384 | 9,645,176 | 9,645,176 | 5,473,379 | 3,112,376 | 8,585,755 | -10.98% | 9,695,760 |
| OPERATING EXPENSES - BY DEPARTMENT: | | | | | | | | |
| Administration | 436,090 | 755,055 | 755,055 | 382,952 | 296,935 | 679,887 | -9.96% | 791,342 |
| Utility Billing | 647,152 | 557,335 | 557,335 | 312,927 | 194,111 | 507,038 | -9.02% | 632,490 |
| Water Operation | 2,183,233 | 2,637,393 | 2,637,393 | 1,339,823 | 622,346 | 1,962,169 | -25.60% | 2,583,494 |
| Water Maintenance | 948,850 | 775,524 | 775,524 | 779,093 | 206,036 | 985,129 | 27.03% | 979,660 |
| Wastewater Operation | 5,648,264 | 5,741,006 | 5,741,006 | 4,585,506 | 1,692,375 | 6,277,881 | 9.35% | 6,210,932 |
| Wastewater Maintenance | 913,912 | 734,133 | 734,133 | 321,421 | 158,020 | 479,441 | -34.69% | 825,279 |
| Total Expenses BY Department | 10,777,501 | 11,200,446 | 11,200,446 | 7,771,722 | 3,169,823 | 10,891,545 | -2.76% | 12,023,197 |
| OPERATING EXPENSES - BY CHARACTERS: | | | | | | | | |
| Salaries | 2,039,615 | 1,624,323 | 1,624,323 | 1,236,383 | 610,268 | 1,846,651 | 13.69% | 2,076,547 |
| Employee benefits | 902,795 | 875,074 | 875,074 | 617,750 | 352,105 | 969,855 | 10.83% | 1,207,240 |
| Travel and training | 17,349 | 28,069 | 28,069 | 10,067 | 6,000 | 16,067 | -42.76% | 34,510 |
| Maintenance | 2,219,186 | 1,846,430 | 1,846,430 | 2,305,579 | 442,870 | 2,748,449 | 48.85% | 2,539,535 |
| Utilities | 848,452 | 644,590 | 644,590 | 721,458 | 253,100 | 974,558 | 51.19% | 924,500 |
| Professional and contractual services | 576,458 | 699,339 | 699,339 | 351,159 | 302,026 | 653,185 | -6.60% | 781,490 |
| Operating cost | 134,869 | 141,516 | 141,516 | 88,216 | 53,535 | 141,751 | 0.17% | 162,200 |
| Insurance | 263,820 | 234,660 | 234,660 | 80,323 | 152,925 | 233,248 | -0.60% | 327,145 |
| Supplies | 364,584 | 336,743 | 336,743 | 367,670 | 41,000 | 408,670 | 21.36% | 494,330 |
| General equipment under \$5,000 | 43,384 | 111,500 | 111,500 | 22,631 | 85,300 | 107,931 | -3.20% | 128,900 |
| Depreciation | 3,366,989 | 2,849,777 | 2,849,777 | 1,920,486 | 870,694 | 2,791,180 | -2% | 3,346,800 |
| Total Expenses by Characters | 10,777,501 | 9,392,021 | 9,392,021 | 7,771,722 | 3,169,823 | 10,891,545 | 15.97% | 12,023,197 |
| OPERATING INCOME (LOSS): | (1,956,117) | (1,555,270) | (1,555,270) | (2,248,343) | (57,447) | (2,305,790) | 48.26% | (2,327,437) |

CITY OF SULPHUR, LOUISIANA
PUBLIC UTILITY FUND - BUDGET FOR YEAR ENDING
June 30, 2023

| | Prior Year FY 2022-2022 | | Current Year FY 2022-2023 | | | | Upcoming Year FY 2023-2024 | |
|---|----------------------------|-----------------|------------------------------|---|------------------------------|-------------------------------------|--|-------------------------------------|
| | Audited | Original Budget | Last Adopted Budget | Actual Year-to-Date as of February 13, 2023 | Estimated Remaining for Year | Projected Actual Result at Year End | % Change Last Adopted Budget vs. Projected Actual Result at Year End | Proposed Budget vs. Proposed Budget |
| NON-OPERATING REVENUES (LOSS): | | | | | | | | |
| 2% Sales taxes for operating | 1,763,722 | 1,655,000 | 1,655,000 | 1,004,272 | 370,000 | 1,374,272 | -16.96% | 1,690,000 23% |
| 1/2% Sales taxes capital projects | 267,781 | 215,000 | 215,000 | 130,706 | 84,294 | 215,000 | 0.00% | 220,000 2.33% |
| 1/2% Sales taxes for debt service | - | - | - | - | - | - | 0.00% | - 0.00% |
| Interest Earned | 50,733 | 60,000 | 60,000 | 267,888 | 133,944 | 401,832 | 569.72% | 60,000 -85.07% |
| Debt Principle & Interest Expense | (1,518,500) | (1,524,250) | (1,524,250) | - | (1,524,250) | (1,524,250) | 0.00% | (1,514,751) -0.62% |
| Grants | 500,000 | 15,000 | 15,000 | - | - | - | 0.00% | 40,000 - |
| Other | 105,801 | 125,000 | 125,000 | 24,214 | 100,786 | 125,000 | 0.00% | 135,000 8.00% |
| Total non-operating revenues (expenses) | 1,169,538 | 545,750 | 545,750 | 1,427,080 | (835,226) | 591,854 | 8.45% | 630,249 6.49% |
| INCOME (LOSS) BEFORE TRANSFERS: | | | | | | | | |
| | (786,580) | (1,009,520) | (1,009,520) | | | (1,713,936) | | (1,697,188) |
| TRANSFERS AND CAPITAL CONTRIBUTIONS: | | | | | | | | |
| Transfers in | - | - | - | - | - | - | | 2,000,000 |
| Transfers in | - | - | - | - | - | - | | - |
| Capital contributions | - | - | - | - | - | - | | - |
| Total transfers | - | - | - | - | - | - | | 2,000,000 |
| Change in net assets | | | | | | | | |
| | (786,580) | (1,009,520) | (1,009,520) | - | - | - | | 302,812 |
| TOTAL NET ASSETS, BEGINNING: | | | | | | | | |
| | 59,611,634 | 58,825,054 | 58,825,054 | | | 58,825,054 | | 58,825,054 |
| TOTAL NET ASSETS, ENDING: | | | | | | | | |
| | \$ 58,825,054 | \$ 57,815,534 | \$ 57,815,534 | | | \$ 58,825,054 | | \$ 59,127,866 |

CITY OF SULPHUR, LOUISIANA
GENERAL FUND - BUDGET FOR YEAR ENDING
June 30, 2023

| Prior Year FY 2021-2022 | | Current Year FY 2022-2023 | | | | Upcoming Year FY 2023-2024 | | | | |
|--|---------------|------------------------------|--------------------|------------------------|---|------------------------------------|---|---|--------------------|--|
| | | Audited | Original Budget | Last Adopted Budget | Actual Year-to-Date as of February 10, 2023 | Estimated Remaining for Year | Projected Actual Result at Year End | % Change Last Amended Budget vs. Projected Actual Result at Year End | Proposed Budget | % Change Last Projected Actual Result at Year End vs. Proposed Budget |
| SUMMARY OF REVENUES - BY SOURCES: | | | | | | | | | | |
| Local sources: | | | | | | | | | | |
| 2% Sales Taxes | \$ 18,309,009 | \$ 17,050,000 | \$ 17,050,000 | \$ 10,365,281 | \$ 5,805,075 | \$ 16,170,356 | -5.16% | \$ 17,450,000 | 7.91% | |
| Ad Valorem Taxes | 3,105,180 | 3,015,000 | 3,015,000 | 2,619,909 | \$ 605,000 | 3,224,909 | 6.96% | 3,315,000 | 2.79% | |
| Franchise Taxes | 1,511,882 | 1,600,000 | 1,600,000 | 1,043,364 | \$ 485,585 | 1,528,949 | -4.44% | 1,600,000 | 4.65% | |
| License, Permits & Fees | 1,632,249 | 1,192,300 | 1,192,300 | 494,557 | \$ 952,860 | 1,447,417 | 21.40% | 1,527,750 | 5.55% | |
| Charges for services | 1,960,518 | 1,905,500 | 1,905,500 | 1,210,912 | \$ 625,995 | 1,836,907 | -3.60% | 2,088,700 | 13.71% | |
| Fines and forfeitures | 120,213 | 122,000 | 122,000 | 66,717 | \$ 61,000 | 127,717 | 4.69% | 132,000 | 3.35% | |
| Code Enforcement | 29,363 | 32,000 | 32,000 | 48,450 | \$ 10,400 | 58,850 | 83.91% | 53,000 | -9.94% | |
| Gaming revenue | 776,299 | 900,000 | 900,000 | 208,668 | \$ 500,000 | 708,668 | -21.26% | 800,000 | 12.89% | |
| Grants | - | 10,000 | 10,000 | - | \$ - | - | 0.00% | 10,000 | 0.00% | |
| Interest on Investments | 28,725 | 31,000 | 31,000 | 130,273 | \$ 7,500 | 137,773 | 344.43% | 50,500 | -63.35% | |
| Other Revenue | 121,543 | 137,020 | 137,020 | 240,764 | 30,750 | 271,514 | 98.16% | 156,020 | -42.54% | |
| Total Revenues from Local Sources | 27,594,981 | 25,994,820 | 25,994,820 | 16,428,895 | 9,084,165 | 25,513,060 | -1.85% | 27,182,970 | 6.55% | |
| State sources: | | | | | | | | | | |
| State shared revenue | 945,950 | 1,152,000 | 1,152,000 | 436,248 | 600,000 | 1,036,248 | -10.05% | 1,174,000 | 13.29% | |
| Grants | - | - | - | - | - | - | 0.00% | - | 0.00% | |
| Total Revenues from State Sources | 945,950 | 1,152,000 | 1,152,000 | 436,248 | 600,000 | 1,036,248 | -10.05% | 1,174,000 | 13.29% | |
| Federal sources: | | | | | | | | | | |
| CARES Act | - | - | - | - | - | - | - | - | 0.00% | |
| FEMA Recovery | 6,508,571 | 5,000,000 | 5,000,000 | 6,122,394 | - | 6,122,394 | 22.45% | 5,000,000 | -18.33% | |
| Total Revenues from Federal Sources | 6,508,571 | 5,000,000 | 5,000,000 | 6,122,394 | - | 6,122,394 | 22.45% | 5,000,000 | -18.33% | |
| Total Revenues by Sources | \$ 35,049,502 | \$ 32,146,820 | \$ 32,146,820 | \$ 22,987,537 | \$ 9,684,165 | \$ 32,671,702 | 1.63% | \$ 33,356,970 | 2.10% | |
| SUMMARY OF EXPENDITURES - BY DEPARTMENT: | | | | | | | | | | |
| Department | | | | | | | | | | |
| Administration | \$ 8,869,742 | \$ 5,579,915 | \$ 5,579,915 | \$ 3,237,952 | \$ 2,462,723 | \$ 5,700,675 | 2.16% | \$ 7,154,991 | 25.51% | |
| Fire | 7,083,517 | 7,530,245 | 7,530,245 | 4,100,803 | 2,349,651 | 6,450,454 | -14.34% | 7,130,758 | 10.55% | |
| Inspections | 674,616 | 678,285 | 678,285 | 360,235 | 195,715 | 555,950 | -18.04% | 726,286 | 30.64% | |
| Municipal Services | 216,031 | 420,045 | 420,045 | 161,102 | 80,418 | 241,520 | -42.50% | 462,102 | 91.33% | |
| Police | 6,189,781 | 6,351,653 | 6,351,653 | 3,420,291 | 1,953,097 | 5,373,388 | -15.40% | 6,325,087 | 17.71% | |
| Animal Control | 308,435 | 345,530 | 345,530 | 211,630 | 107,273 | 318,903 | -7.71% | 355,089 | 11.35% | |
| Streets and Maintenance | 5,321,749 | 4,584,725 | 4,584,725 | 3,217,225 | 1,673,181 | 4,890,406 | 6.67% | 5,097,034 | 4.23% | |
| Shop | 546,458 | 533,255 | 533,255 | 377,441 | 208,682 | 586,123 | 9.91% | 543,829 | -7.22% | |
| Debt Service | 267,479 | 288,688 | 288,688 | 255,532 | 23,140 | 278,672 | -3.47% | 288,688 | 3.59% | |
| Total Expenditures by Department | \$ 29,477,808 | \$ 26,312,341 | \$ 26,312,341 | \$ 15,342,211 | \$ 9,053,880 | \$ 24,396,091 | -7.28% | \$ 28,083,864 | 15.12% | |

CITY OF SULPHUR, LOUISIANA
GENERAL FUND - BUDGET FOR YEAR ENDING
June 30, 2023

| Prior Year FY 2021-2022 | | Current Year FY 2022-2023 | | | | | Upcoming Year FY 2023-2024 | | |
|--|--|------------------------------|------------------------|---|------------------------------------|---|---|--------------------|--|
| | | Original Budget | Last Adopted Budget | Actual Year-to-Date as of February 10, 2023 | Estimated Remaining for Year | Projected Actual Result at Year End | % Change Last Amended Budget vs. Projected Actual Result at Year End | Proposed Budget | % Change Last Projected Actual Result at Year End vs. Proposed Budget |
| SUMMARY OF EXPENDITURES - BY FUNCTION: | | | | | | | | | |
| Function | | | | | | | | | |
| Governmental | | | | | | | | | |
| Public Safety | | | | | | | | | |
| Fire | | 7,083,517 | 7,530,245 | 4,100,803 | 2,349,651 | 6,450,454 | -14.34% | 7,130,758 | 10.55% |
| Police | | 6,189,781 | 6,351,653 | 3,420,291 | 1,953,097 | 5,373,388 | -15.40% | 6,325,087 | 17.71% |
| Total Expenditures by Department | | \$ 29,477,808 | \$ 26,312,341 | \$ 15,342,211 | \$ 9,053,880 | \$ 24,396,091 | -7.28% | \$ 28,083,864 | 15.12% |
| SUMMARY OF EXPENDITURES - BY CHARACTERS: | | | | | | | | | |
| Characters | | | | | | | | | |
| Salaries | | \$ 10,735,483 | \$ 10,753,346 | \$ 6,274,856 | \$ 3,221,605 | \$ 9,496,461 | -11.69% | \$ 10,339,815 | 8.88% |
| Employee benefits | | 5,800,956 | 5,913,852 | 3,315,128 | 1,667,761 | 4,982,889 | -15.74% | 5,673,701 | 13.86% |
| Travel and training | | 117,095 | 180,930 | 52,898 | 55,672 | 108,570 | -39.99% | 216,454 | 99.37% |
| Maintenance | | 1,785,284 | 470,954 | 892,507 | 499,164 | 1,391,671 | 195.50% | 1,240,685 | -10.85% |
| Utilities | | 651,702 | 711,200 | 486,913 | 229,146 | 716,059 | 0.68% | 747,395 | 4.38% |
| Professional and contractual services | | 6,934,334 | 3,633,164 | 2,433,692 | 1,392,673 | 3,826,365 | 5.32% | 4,289,092 | 12.09% |
| Operating cost | | 486,223 | 503,241 | 284,849 | 130,601 | 415,450 | -17.45% | 564,538 | 35.89% |
| Insurance | | 1,378,297 | 1,315,264 | 401,268 | 893,368 | 1,294,636 | -1.57% | 1,748,216 | 35.04% |
| Supplies | | 321,243 | 565,138 | 185,090 | 167,233 | 352,323 | -37.66% | 441,040 | 25.18% |
| General equipment under \$5,000 | | 253,988 | 406,860 | 167,145 | 275,300 | 442,445 | 8.75% | 413,032 | -6.65% |
| Equipment and other acquisitions over \$5,000 | | 391,084 | 1,124,100 | 294,985 | 122,919 | 417,904 | -62.82% | 1,653,050 | 295.56% |
| Special and other Activities | | 622,119 | 734,292 | 552,880 | 398,438 | 951,318 | 29.56% | 756,846 | -20.44% |
| Total Expenditures by Characters | | \$ 29,477,808 | \$ 26,312,341 | \$ 15,342,211 | \$ 9,053,880 | \$ 24,396,091 | -7.28% | \$ 28,083,864 | 15.12% |
| Excess (deficiency) of revenues over (under) expenditures | | 5,571,694 | 5,834,479 | 5,834,479 | | 8,275,611 | | 5,273,106 | |
| OTHER FINANCING SOURCES (USES): | | | | | | | | | |
| Transfer (out): | | | | | | | | | |
| Public Utility Fund | | - | - | - | - | - | | (2,000,000) | |
| Self Insurance Fund | | - | - | - | - | - | | - | |
| Total other financing sources (uses) | | - | - | - | - | - | | (2,000,000) | |
| Net change in fund balance | | 5,571,694 | 5,834,479 | 5,834,479 | | 8,275,611 | | 3,273,106 | |
| Beginning Fund Balance | | \$ 13,797,518 | \$ 19,369,212 | \$ 19,369,212 | | \$ 19,369,212 | | \$ 27,644,823 | |
| Ending Fund Balance | | \$ 19,369,212 | \$ 25,203,691 | \$ 25,203,690.93 | | \$ 27,644,823 | | \$ 30,917,929 | |

CITY OF SULPHUR, LOUISIANA
SUMMARY OF ESTIMATED SALES TAX REVENUE
BUDGET YEAR ENDING
June 30, 2023

| Last Adopted Budget | Proposed Budget |
|------------------------|--------------------|
| 2022-2023 | 2023-2024 |

SUMMARY OF SALES TAX REVENUE - BY AUTHORIZED

| | | |
|---------------------------------------|---------------|---------------|
| 1% Sales and Use Tax (a) | \$ 8,600,000 | \$ 8,800,000 |
| 1% Sales and Use Tax (b) | 8,600,000 | 8,800,000 |
| .5% Sales and Use Tax (c) | 4,300,000 | 4,400,000 |
| Total Sales Tax Revenue by Authorized | \$ 21,500,000 | \$ 22,000,000 |

SUMMARY OF SALES TAX REVENUE - BY DEDICATED PURPOSE

1% Sales and Use Tax (a):

General Fund:

| | | |
|-----------------|------------|------------|
| Operating | \$ 602,000 | \$ 616,000 |
| Salaries | 150,000 | 150,000 |
| Reserve & Match | 7,253,000 | 7,439,000 |
| Streets & Parks | 150,000 | 150,000 |
| Fire Department | 45,000 | 45,000 |
| Debt service | 250,000 | 250,000 |

Public Utility Fund:

| | | |
|-----------|---------|---------|
| Operating | 150,000 | 150,000 |
|-----------|---------|---------|

1% Sales and Use Tax (b):

General Fund:

| | | |
|-----------------------|-----------|-----------|
| Capital and operating | 8,600,000 | 8,800,000 |
|-----------------------|-----------|-----------|

.5% Sales and Use Tax (c):

Street Improvement Capital Project Fund:

| | | |
|----------------------|-----------|-----------|
| Improvement Projects | 2,580,000 | 2,640,000 |
|----------------------|-----------|-----------|

Public Utility Fund:

| | | |
|----------------------|-----------|-----------|
| Improvement projects | 215,000 | 220,000 |
| Debt Service | 1,505,000 | 1,540,000 |

| | | |
|--|---------------|---------------|
| Total Sales Tax Revenue by Dedicated Purpose | \$ 21,500,000 | \$ 22,000,000 |
|--|---------------|---------------|

SUMMARY OF SALES TAX REVENUE - BY FUND

| | | |
|---|---------------|---------------|
| General Fund | \$ 17,050,000 | \$ 17,450,000 |
| Public Utility Fund | 1,870,000 | 1,910,000 |
| Street Improvement Capital Project Fund | 2,580,000 | 2,640,000 |
| Total Sales Tax Revenue by Fund | \$ 21,500,000 | \$ 22,000,000 |

CITY OF SULPHUR, LOUISIANA
DRUG SEIZURE FUNDS - BUDGET FOR YEAR ENDING
June 30, 2023

| Prior Year FY 2021-2022 | | Current Year FY 2022-2023 | | | | Upcoming Year~ FY 2023-2024 | |
|--|--|------------------------------|------------|-------------|-----------|--------------------------------|-------------|
| | | | | | | | |
| | | | | | | | |
| SUMMARY OF REVENUES - BY SOURCE | | | | | | | |
| State sources: | | | | | | | |
| State Seizure Funds | | 9,525 | 100,000 | - | 50,000 | 50,000 | 100,000 |
| Interest on Investments | | 916 | 1,200 | 550 | 250 | 800 | 1,200 |
| Other Revenue | | - | 10,000 | - | 10,000 | 10,000 | 10,000 |
| Total Revenues from State Sources | | 10,441 | 111,200 | 550 | 60,250 | 60,800 | 111,200 |
| Federal sources: | | | | | | | |
| Federal Seizure Funds | | - | 15,000 | - | 10,000 | 10,000 | 15,000 |
| Interest on Investments | | 13 | 300 | 150 | 75 | 225 | 300 |
| Other Revenue | | - | 500 | - | - | - | 500 |
| Total Revenues from Federal Sources | | 13 | 15,800 | 150 | 10,075 | 10,225 | 15,800 |
| Total Revenues by Sources | | \$ 10,454 | \$ 127,000 | \$ 700 | \$ 70,325 | \$ 71,025 | \$ 127,000 |
| SUMMARY OF EXPENDITURES BY DEPARTMENT AND FUNCTION: | | | | | | | |
| Department and Function | | | | | | | |
| Public Safety | | | | | | | |
| Police | | | | | | | |
| Total Expenditures by Department and Function | | \$ 38,395 | \$ 122,500 | \$ 68,238 | \$ 20,000 | \$ 88,238 | \$ 214,500 |
| | | \$ 38,395 | \$ 122,500 | \$ 68,238 | \$ 20,000 | \$ 88,238 | \$ 214,500 |
| SUMMARY OF EXPENDITURES - BY CHARACTERS: | | | | | | | |
| Characters | | | | | | | |
| Travel and training | | \$ 802 | \$ - | \$ - | \$ - | \$ - | - |
| Operating cost | | 180 | - | - | - | - | - |
| General equipment under \$5,000 | | - | - | - | - | - | - |
| Equipment and other acquisitions over \$5,000 | | 37,413 | 100,000 | 68,238 | - | 68,238 | 192,000 |
| Special and other Activities | | - | 22,500 | - | 20,000 | 20,000 | 22,500 |
| Total Expenditures by Characters | | \$ 38,395 | \$ 122,500 | \$ 68,238 | \$ 20,000 | \$ 88,238 | \$ 214,500 |
| Excess (deficiency) of revenues over (under) expenditures | | \$ (27,941) | \$ 4,500 | \$ (67,538) | \$ 50,325 | \$ (17,213) | \$ (87,500) |
| OTHER FINANCING SOURCES (USES): | | | | | | | |
| Transfer in (out) | | - | - | - | - | - | - |
| Total other financing sources (uses) | | - | - | - | - | - | - |
| Net change in fund balance | | (27,941) | 4,500 | (67,538) | 50,325 | (17,213) | (87,500) |
| Beginning Fund Balance | | 403,243 | 375,302 | | | 375,302 | 358,089 |
| Ending Fund Balance | | \$ 375,302 | \$ 379,802 | \$ 379,802 | | \$ 358,089 | \$ 270,589 |

CITY OF SULPHUR
2023-2024 CAPITAL PROJECTS BUDGET

ON-GOING PROJECTS - PREVIOUSLY FUNDED

| | Current Project Budget | Expended as of February 28, 2023 | Balance as of February 28, 2023 |
|---|---------------------------|-------------------------------------|------------------------------------|
| SUMMARY OF PROJECTS BY FUND: | | | |
| Public Utility Fund: | | | |
| Wastewater Projects: | | | |
| Misc Collection System Improvements | | | - |
| Wastewater Plant Improvements | 9,916,228.00 | 4,225,406.11 | 5,690,821.89 |
| Misc Lift Station Improvements | 1,650,000.00 | 320,777.60 | 1,329,222.40 |
| Total Wastewater Projects | 11,566,228.00 | 4,546,183.71 | 7,020,044.29 |
| Water Projects: | | | |
| Water Distribution | 1,333,000.00 | 1,462,645.73 | (129,645.73) |
| Water Treatment Facility Improvement | 16,115,787.52 | 9,148,799.48 | 6,966,988.04 |
| Total Water Projects | 17,448,787.52 | 10,611,445.21 | 6,837,342.31 |
| Total Public Utility Fund | 29,015,015.52 | 15,157,628.92 | 13,857,386.60 |
| Street Improvement Capital Project Fund: | | | |
| I-10 North Frontage Rd | 250,000.00 | 209,687.00 | 40,313.00 |
| Concrete Rehab | 5,191,791.00 | 354,708.89 | 4,837,082.11 |
| Signalization | 261,371.00 | | 261,371.00 |
| Burton St. Reconstruction | 1,245,000.00 | 77,197.85 | 1,167,802.15 |
| Drainage | 1,621,754.61 | 1,298,638.73 | 323,115.88 |
| Maplewood Drive Rehabilitation | 6,168,523.07 | 3,985,545.65 | 2,182,977.42 |
| Misc Street Improvements | 2,271,617.71 | | 2,271,617.71 |
| (Ruth, Henning, Hazel, Post Oak, Misc Gravel, EWS Mimosa, bridges) | 9,379,020.26 | 5,057,431.24 | 4,321,589.02 |
| Total Street Improvement Capital Project Fund | 26,389,077.65 | 10,983,209.36 | 15,405,868.29 |
| Public Improvement Capital Project Fund: | | | |
| Police Training Center | 1,248,000.00 | - | 1,248,000.00 |
| Rebanding Police & Fire Dept. | 66,450.00 | 37,235.36 | 29,214.64 |
| Building Improvements | 3,875,000.00 | 2,642,545.06 | 1,232,454.94 |
| Fire Truck | 1,000,000.00 | 1,063,893.83 | (63,893.83) |
| Misc. Building Improvement | 3,722,914.00 | 1,097,692.82 | 2,625,221.18 |
| Total Public Improvement Capital Project Fund | 9,912,364.00 | 4,841,367.07 | 5,070,996.93 |
| Total Capital Project by Funds | 65,316,457.17 | 30,982,205.35 | 34,334,251.82 |

CITY OF SULPHUR
CAPITAL IMPROVEMENT PLAN
2023-2027 Asphalt Overlay Projects

| CIP Category | Project | Limit One | Limit Two |
|---------------------|--------------------------|------------------|------------------|
| Ongoing | Henning/ Weekly Road | Ruth Street | LA 27 |
| Ongoing | Ruth/ Huntington Overlay | Henning Street | Burton Street |
| Ongoing | Post Oak | Division | Burton Street |
| Ongoing | Brandi | Sara | Ashley |
| Ongoing | Tillman | Sara | Ashley |
| Ongoing | Ashley | Brandi | Kim |
| 2022-2023 | Attakapas | Madison | Cities Services |
| 2022-2023 | Audalia | Ann | W. Lee |
| 2022-2023 | Avenue A | S. Crocker | Lafarque |
| 2022-2023 | Avenue B | S. Crocker | S. Huntington |
| 2022-2023 | Avenue C | S. Crocker | S. Huntington |
| 2022-2023 | Block | Cass | Brady |
| 2022-2023 | Edgar | Live Oak | Pitre |
| 2022-2023 | Gale | Roxton | St. Joseph |
| 2022-2023 | Gist Lane | Marilyn | Dead End |
| 2022-2023 | Jackson | Center Circle | W. Lee |
| 2022-2023 | Kellison | Maplewood | Dead End |
| 2022-2023 | Kingston | Maplewood | Dead End |
| 2022-2023 | Kyle | N. Crocker | Dead End |
| 2022-2023 | Palmetto | E. Burton | Sherwood |
| 2022-2023 | West Lee | Dubach | Center Ave |
| 2022-2023 | Ward | S. Hazel | Madison |
| 2023-2024 | Lincoln | Full | Limits |
| 2023-2024 | O'Quain | Perry | Lewis |
| 2023-2024 | Perry | O'Quain | E. Carlton |
| 2023-2024 | Patton Street | City Limits | |
| 2023-2024 | Morgan | E. Burton Street | S. Mimosa Drive |
| 2023-2024 | S. Irwin | E. Napoleon | Foreman |
| 2023-2024 | N. Rose Park | Post Oak | Rosary |
| 2024-2025 | Mackey | W. Burton | W. Verdine |
| 2024-2025 | Vine | Ward | Maplewood |
| 2024-2025 | St. Joseph | Gale | West to End |
| 2024-2025 | Hildebrandt | E. Burton | E. Lincoln |
| 2024-2025 | Bowmer | S. Hazel | Vine |
| 2025-2026 | N. Johnson | Burton | Vincent |
| 2025-2026 | W. Lincoln | N. Huntington | W. Crocker |
| 2025-2026 | Perry | O'Quain | E. Carlton |
| 2025-2026 | N. Shasta | Maplewood | Rhua |
| 2025-2026 | Loretto | Maplewood | Taylor |
| 2025-2026 | Augustine | Palermo | Tammy |
| 2025-2026 | Horseshoe | Maplewood | Maplewood |
| 2026-2027 | Rio Hondo | Cherokee | Fairview |
| 2026-2027 | Quelqueshoe | Cherokee | Fairvew |
| 2026-2027 | Cherokee | Madison | Rio Hondo |
| 2026-2027 | Royal Oak | Post Oak | Dead End |
| 2026-2027 | N. Lebanon | Lebanon | S. Hazel |
| 2026-2027 | S. Lebanon | Lebanon | S. Hazel |
| 2026-2027 | Burton St. | Full | Limits |
| 2026-2027 | Lebanon | S. Lebanon | N. Lebanon |

CITY OF SULPHUR
CAPITAL IMPROVEMENT PLAN
2023-2027 Concrete Rehabilitation Projects

| CIP Category | Project | Limit One | Limit Two |
|--------------|----------------------------------|---------------|-----------|
| Ongoing | Maplewood Drive Rehababilitation | | |
| 2023-2024 | Navarre Street | Reeds Metals | Saunier |
| 2023-2024 | Ruth | E. Elizabeth | Cypress |
| 2023-2024 | Cypress | Maplewood | |
| 2024-2025 | Phillips | Picard | McArthur |
| 2024-2025 | Taylor | Mathilda | Lightning |
| 2024-2025 | E. Elizabeth | Wasey | Willow |
| 2024-2025 | Mulbery Road | Center Circle | Magnolia |
| 2024-2025 | Saunier Panel Patching | | |
| 2025-2026 | Leland | Drost | Ruth |
| 2025-2026 | Diane | Maplewood | Maplewood |

ORDINANCE NO. _____, MC, SERIES

AN ORDINANCE AMENDING ORDINANCE NO. 1777, 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 | 37.00 40.60 | DHH Testing Fee | 1.00 |
| Commercial Outside | 74.00 81.20 | DHH Testing Fee | 1.00 |
| Church Inside | 24.75 26.40 | DHH Testing Fee | 1.00 |
| Church Outside | 49.50 52.80 | DHH Testing Fee | 1.00 |
| Multi Commercial Inside | 37.00 40.60 | DHH Testing Fee | 1.00 |
| Multi Family Inside | 24.75 26.40 | DHH Testing Fee | 1.00 |
| Multi Family Outside | 49.50 52.80 | DHH Testing Fee | 1.00 |
| Residential Inside | 24.75 26.40 | DHH Testing Fee | 1.00 |
| Residential Outside | 49.50 52.80 | DHH Testing Fee | 1.00 |
| Trailer Park Inside | 24.75 26.40 | DHH Testing Fee | 1.00 |
| Trailer Park Outside | 49.50 52.80 | DHH Testing Fee | 1.00 |
| Utility Assistance Inside | 14.75 16.40 | DHH Testing Fee | 1.00 |
| Utility Assistance Outside | 39.50 42.80 | DHH Testing Fee | 1.00 |

METERED RATES

Commercial Water (WM) Minimum Charge \$40.60 (inside) & \$81.20 (outside):

| | Inside | Outside |
|--|-----------------------------|-----------------------------|
| First 5,000 gallons used | 37.00 Min Charge | 74.00 Min Charge |
| Next 25,000 gallons used per 100 gal. (5,001 to 30,000) | .5386 .0626 | 1.0773 .1252 |
| Next 70,000 gallons used per 100 gal. (30,001 to 100,000) | .4256 .4585 | .8512 .9170 |
| Next over 100,000 gallons used per 100 gal. (100,001 & up) | .2863 .3084 | .5726 .6169 |

COMMERCIAL IRRIGATION (IM) Minimum Charge \$39.75 (inside) & \$79.50 (outside):

| | | |
|--|-----------------------------|-----------------------------|
| First 5,000 gallons used – Min charge (0 to 5,000) | 36.25 Min Charge | 72.50 Min Charge |
| Next 25,000 gallons used per 100 gal. (5,001 to 30,000) | .5386 .0626 | 1.0773 .1252 |
| Next 70,000 gallons used per 100 gal. (30,001 to 100,000) | .4256 .4585 | .8512 .9170 |
| Next over 100,000 gallons used per 100 gal. (100,001 & up) | .2863 .3084 | .5726 .6169 |

BE IT FURTHER ORDAINED that this Ordinance shall become effective July 1, 2023.

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

, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2023, at _____ o'clock _____.m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received
from the Mayor at _____ o'clock _____.m.
on this _____ day of _____,
2023, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

AN ORDINANCE AMENDING ORDINANCE NO. 1778, 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 | 40.35 | 44.30 |
| Commercial Outside | 80.70 | 88.60 |
| Church Inside | 27.60 | 29.75 |
| Church Outside | 55.20 | 59.50 |
| Multi Commercial Inside | 40.35 | 44.30 |
| Multi Family Inside | 27.60 | 29.75 |
| Multi Family Outside | 55.20 | 59.50 |
| Residential Inside | 27.60 | 29.75 |
| Residential Outside | 55.20 | 59.50 |
| Trailer Park Inside | 27.60 | 29.75 |
| Trailer Park Outside | 55.20 | 59.50 |
| Utility Assistance Inside | 17.35 | 19.50 |
| Utility Assistance Outside | 44.95 | 49.25 |

METERED RATES

Commercial Sewer (SM) Minimum Charge \$44.30 (inside) & \$88.60 (outside)

| | Inside | Outside |
|--|-----------------------------|-----------------------------|
| First 5,000 gallons used – Minimum charge (0 to 5,000) | 40.35 Min Charge | 80.70 Min Charge |
| Next 25,000 gallons used per 100 gal. (5,001 to 30,000) | .2990 .3221 | .5981 .6442 |
| Next 70,000 gallons used per 100 gal. (30,001 to 100,000) | .3642 .3923 | .7283 .7847 |
| Next over 100,000 gallons used per 100 gal. (100,001 & up) | .2451 .2640 | .4902 .5281 |

BE IT FURTHER ORDAINED that this Ordinance shall become effective July 1, 2023.

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

_____, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this _____ day of _____, 2023, at _____ o'clock _____.m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received from the Mayor at _____ o'clock _____.m. on this _____ day of _____, 2023, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ORDINANCE NO. _____, M-C SERIES

AN ORDINANCE AMENDING ORDINANCE NO. 1779, 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)

\$21.25 ~~20.40~~ 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, 2023.

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

, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2023, at _____ o'clock _____.m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received
from the Mayor at _____ o'clock _____.m.
on this _____ day of _____,
2023, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ORDINANCE NO. M-C SERIES

AN ORDINANCE AMENDING ORDINANCE NO. 1393, M-C SERIES, SETTING FORTH TIE-IN FEES FOR WATER AND SEWER CUSTOMERS INSIDE THE CORPORATE LIMITS OF THE CITY OF SULPHUR.

BE IT ORDAINED by the City Council of the City of Sulphur, the governing authority thereof, that the following fees apply for tie-ins for water and sewer customers inside the corporate limits of the City of Sulphur:

SECTION 1: Tie-in fees for water and sewer customers inside the corporate limits of the City of Sulphur:

Minimum or actual cost of
Installation (whichever is
greater)

(a) Standard tap fees are assessed in cases where service is available and the tap can be installed without additional expenses incurred by the city for boring and/or cutting/repairing the street. The base tap fee below is the total amount due for a standard tap.

(b) Non-standard tap fees are assessed where service is available but additional expenses to provide the tap are incurred by the city for different tap sizes and/or boring and/or cutting the street. The customer is responsible for the additional costs plus 5% service charge for third party services.

Water:

| | | |
|--|------------|------------|
| 1" Residential Water Tap & Assembly | —\$450.00 | \$650.00 |
| ¾" Residential Water Tap & Assembly | \$375.00 | \$600.00 |
| ¾" Residential Water Tap, Meter & Assembly | \$660.00 | |
| ¾" Retrofitted Meter | \$250.00 | |
| 1" Commercial Water Tap, Meter & Assembly | \$675.00 | \$805.00 |
| 1" Retrofitted Meter | \$350.00 | |
| 2" Commercial Water Tap, Meter & Assembly | \$1,475.00 | \$2,170.00 |
| 2" Retrofitted Meter | \$675.00 | |
| 4" Commercial Water Tap, Meter & Assembly | \$2,250.00 | |
| 4" Commercial Water Tap & Assembly | \$1,000.00 | |
| 6" Tap (Sprinkler System) & Assembly | \$1,200.00 | |
| 8" Tap (Sprinkler System) & Assembly | \$1,600.00 | |

Sewer:

| | | |
|---|----------|----------|
| 4" Residential Sewer Tap + \$15.00 Inspection Fee | \$350.00 | |
| 6" Residential Sewer Tap + \$15.00 Inspection Fee | \$475.00 | \$800.00 |
| 6" Commercial Sewer Tap + \$15.00 Inspection Fee | \$500.00 | \$800.00 |
| 8" Commercial Sewer Tap + \$15.00 Inspection Fee | \$625.00 | |

BE IT FURTHER ORDAINED that this Ordinance shall become effective July 1, 2023.

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

, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2023, at _____ o'clock _____.m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received
from the Mayor at _____ o'clock _____.m.
on this _____ day of _____,
2023, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AMENDING ORDINANCE NO. 1611, M-C SERIES WHICH
ESTABLISHED A PROGRAM TO ASSIST LOW-INCOME HOUSEHOLDS
IN THE PAYMENT OF WATER, SEWER, AND GARBAGE-TRASH
COLLECTION FEES CHARGED BY THE CITY OF SULPHUR, LOUISIANA.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Ordinance No. 1611, M-C Series to read as follows:

BE IT FURTHER ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that a program to assist low-income households in the payment of water, sewer (wastewater), and garbage-trash (solid waste) collection fees charged by the City of Sulphur be and it is hereby established, the determination of eligibility for this assistance program to be in accordance with poverty guidelines established by the Federal Government and the State of Louisiana, and which assistance program will be subject to the following definitions and conditions, and also the following criteria for eligibility:

SECTION 1. DEFINITIONS:

- (a) Household means parents, their minor children, grandparents and a grandchild who is a minor and whose legal custody has been granted to a grandparent, all of whom reside in a housing unit as a family unit and for whom utilities are customarily purchased in common, or who make payments for utilities included in the rent;
- (b) Income means all non-exempt gross income received by members of the household on a regular or predictable basis during three (3) calendar months or all annualized non-exempt income received by members of a household on an irregular or fluctuating basis or moneys received into a home occupied by a household from any source whatsoever;
- (c) Housing Unit means a house, a stationary mobile home, an apartment or any unit used for billing purposes.

SECTION 2. ELIGIBILITY

- (a) Determination of eligibility for this assistance program will be in accordance with Department of Social Services established by the Federal government and the State of Louisiana.

SECTION 3. The amount of assistance granted each qualified applicant will be determined by (1) the number of qualified applicants and (2) the amount of the funds appropriated for this program for the fiscal year, PROVIDED, HOWEVER, THAT THE AMOUNT OF ASSISTANCE SHALL NOT EXCEED ~~\$15.00~~ **\$18.00** PER QUALIFIED APPLICANT.

SECTION 4. Annual recertification of eligibility shall be required. Applications for said annual recertification shall be submitted by the 1st day of March each year.

SECTION 5. All changes in status affecting eligibility must be reported promptly to the office of the Mayor.

SECTION 6. Administration of this program will be the responsibility of the Mayor, through the Director of Finance.

SECTION 7. Confidentiality of all information provided to determine the eligibility will be maintained by the Office of the Mayor.

SECTION 8. This program is open to all persons regardless of race, color, age, religion, sex or national origin. No distinction shall be made between property owners or renters.

SECTION 9. Continuation of this assistance program is contingent upon the appropriation by the City Council of the City of Sulphur in the operating budget of the City of Sulphur each year.

SECTION 10. This assistance program shall only be provided for residential water, sewer, garbage/trash households located within the city limits of Sulphur.

BE IT FURTHER ORDAINED that this Ordinance shall become effective July 1, 2023.

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

Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2023, at _____ o'clock _____.m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received
from the Mayor at _____ o'clock _____.m.
on this _____ day of _____,
2023, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

AN ORDINANCE AMENDING ORDINANCE NO. 1218, M-C SERIES WHICH SET FORTH A CAPITAL RECOVERY FEE CHARGED BY THE CITY.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that a Capital Recovery Fee for normal monthly water and sewer service rendered by the City of Sulphur, Louisiana, shall be as follows:

CAPITAL RECOVERY FEE

FLAT RATES

| | |
|----------------------------|----------------------|
| Commercial Inside | 1.35 |
| Commercial Outside | 2.70 |
| Church Inside | 4.25 1.35 |
| Church Outside | 2.50 2.70 |
| Multi Commercial Inside | 4.25 1.35 |
| Multi Family Inside | 4.25 1.35 |
| Multi Family Outside | 2.50 2.70 |
| Residential Inside | 1.35 |
| Residential Outside | 2.70 |
| Trailer Park Inside | 4.25 1.35 |
| Trailer Park Outside | 2.50 2.70 |
| Utility Assistance Inside | 4.25 1.35 |
| Utility Assistance Outside | 2.50 2.70 |

BE IT FURTHER ORDAINED that this Ordinance shall become effective July 1, 2023.

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

_____, Chairman

I HEREBY CERTIFY that the forgoing Ordinance has been presented to the Mayor on this _____ day of _____, 2023, at _____ o'clock _____m.

I HERBY CERTIFY that I have received from the Mayor at _____ o'clock ____m. on this _____ day of _____, 2023, the foregoing Ordinance which has been approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ARLENE BLANCHARD, Clerk

ORDINANCE NO. _____, M-C SERIES

ORDINANCE GRANTING A RIGHT OF WAY AND AUTHORIZING
MAYOR MIKE DANAHAY TO EXECUTE RIGHT OF WAY WITH
ENTERGY LOUISIANA, LLC, FOR PROPERTY LOCATED ON INVADER
STREET.

WHEREAS, the City of Sulphur desires to grant a right of way to Entergy Louisiana, LLC, over or across Lots 15, 16, and 17 of Block 2 of Starlin Subdivision No. 2 to install, extend and maintain guy wires and anchors beyond the limits of said right of way under emergency circumstances, which guy wires and anchors shall be removed by Grantee as soon as practicable;

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

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

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

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

, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2023, at _____ o'clock _____.m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received
from the Mayor at _____ o'clock _____.m.
on this _____ day of _____,
2023, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

(01/27/2005)

STATE OF LOUISIANA

PARISH OF CALCASIEU

Indexing Instructions: _____

Line/Project Identification: _____

RIGHT-OF-WAY INSTRUMENT
ENTERGY LOUISIANA, LLC

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

Those certain tracts or parcels of land situated in the South Half of the Northwest Quarter (S/2 of NW/4) of Section 2, Township 10 South - Range 10 West, Calcasieu Parish, Louisiana; being described as Lots 15, 16 and 17 of Block 2 of Starlin Subdivision No.2, as per plat recorded in Plat Book 5, Page 77, of the records of Calcasieu Parish, Louisiana. Said tract being further described in that certain Cash Sale dated March 1, 2019 recorded at COB 4311, Page 72, under Entry No. 3346118 of the records of Calcasieu Parish, Louisiana.

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

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

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

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

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

Grantor shall not construct or permit the construction of any structure, obstruction or other hazard within the said right-of-way, including but not limited to, any house, barn, garage, shed, pond, pool, water impoundment, excavation or well, excepting only Grantor's fence(s) and Grantee's facilities. Grantor shall not construct or permit the construction of any buildings or other structures on land adjoining said right-of-way in violation of the minimum clearances from the lines and facilities of Grantee, as provided in the National Electrical Safety Code.

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

IN WITNESS WHEREOF, Grantor has executed this Right-of-Way Instrument on this ____ day of _____, 2023.

WITNESSES:

GRANTOR:

Print Name _____

City of Sulphur
By: Mike Danahay, Mayor

Print Name _____

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF LAFAYETTE

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

Appearing Witness

Sworn to and subscribed before me this ____ day of _____, 2023.

Notary Public

BASIS OF BEARINGS:

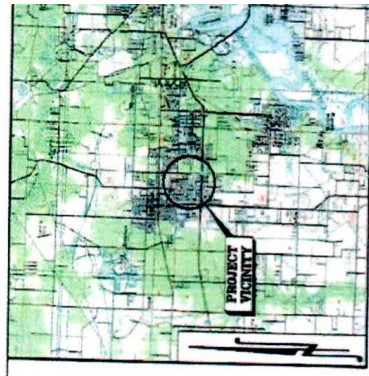
BEARINGS ARE BASED ON GEOTIC OBSERVATION DERIVED FROM G.P.S. OBSERVATIONS MADE DURING THE FIELD SURVEY. BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE LOUISIANA COORDINATE SYSTEM (SOUTH ZONE), 1983 DATUM. UNITS OF MEASUREMENT ARE IN U.S. SURVEY FEET.

REFERENCE DOCUMENTS:

- 1) CASH SALE DATED MARCH 1, 2018 AND RECORDED IN COB 4311, PAGE 72, ENTRY NO. 3348118, CALCASIEU PARISH CLERK OF COURT.
- 2) MAP ENTITLED "STARLIN SUBDIVISION NO. 7 IN SJ OF NW1/4 & N1/4 OF SE1/4, T10S-R10W, CALCASIEU PARISH, LOUISIANA, PREPARED BY F. SHULTS' SONS CIVIL ENGINEERS, DATED JULY 26, 1946.

LOUISIANA COORDINATE SYSTEM (SOUTH ZONE)
(1983 DATUM)

STARLIN SUBDIVISION NO. 2
SECTION 2, T10S - R10W
CALCASIEU PARISH, LOUISIANA
SOUTHWESTERN LAND DISTRICT



VICINITY MAP
SCALE 1" = 4 MILES

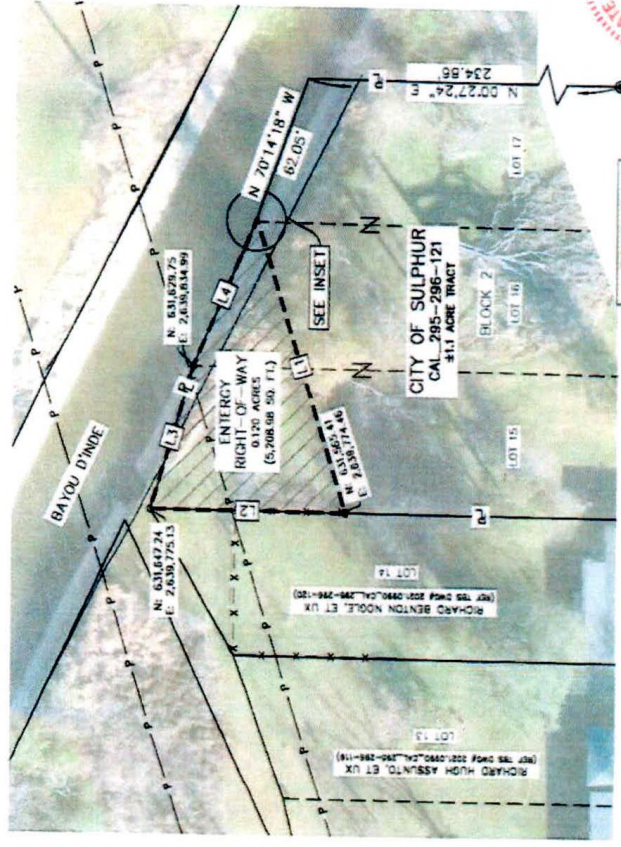
- LEGEND
- PROPERTY LINE
 - LOT LINE
 - EXISTING FENCE
 - EXISTING ENERGY TRANSMISSION LINE
 - DENOTES ENTRY RIGHT OF WAY
 - FOUND 1" IRON PIPE

LINE TABLE

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | S 72°31'31" W | 127.65' |
| L2 | N 00°28'18" E | 81.84' |
| L3 | S 73°42'33" E | 62.36' |
| L4 | S 66°54'30" E | 65.00' |
| L5 | S 70°14'18" E | 1.52' |

NOTES:

- 1) NO ADJUSTMENT HAS BEEN MADE BY T. BAKER SMITH, L.L.C. TO VENDOR TITLE, ACTUAL LEGAL OWNERSHIP, SURVEILANCE, EASEMENTS, RIGHTS, OR BURDENS ON THE PROPERTY OTHER THAN THAT FURNISHED BY THE OWNER OR THE OWNER'S REPRESENTATIVE.
- 2) SEE EXHIBIT B* FOR METES AND BOUNDS PROPERTY DESCRIPTION.
- 3) ACREAGE OF PARENT TRACT AS SHOWN HEREON WAS OBTAINED FROM TITLE WORK PROVIDED BY CLIENT.
- 4) AERIAL IMAGERY OBTAINED BY T. BAKER SMITH, L.L.C. ON JANUARY 17, 2022.



POINT OF COMMENCEMENT
S.E. CORNER OF LOT 17
N. 631.347.91
E. 2636.952.74

POINT OF BEGINNING
N. 631.347.91
E. 2636.952.74



3/6/23
Sharon Kirkland
SHARON J. KIRKLAND, P.L.S. LA 5142

NOTES:

EXHIBIT "A"



T. BAKER SMITH
SOLUTIONS, STAFF HERE
1100 South Acadia Road, Thibodaux, LA 70301
(985) 446-7970 - tbsmith.com

SCALE: 1" = 50'



| | | | |
|---------------|-------------------------------|--------------|-----------|
| DRAWN BY: | BMP | APPROVED BY: | SJK |
| DATE: | 03/04/2022 | JOB NO.: | 2021.0090 |
| DRAWING NAME: | 2021.0090 CAL 295-286-121.DWG | | |
| PROJECTION: | LA SOUTH STATE PLANE | | |
| GRID DATUM: | NAD83 | | |
| VERT DATUM: | MEAN HAV088 | | |
| GRID UNITS: | US SURVEY FEET | | |
| SHEET NO.: | 1 | OF | 1 |

RIGHT OF WAY PLAT

ENTERGY LOUISIANA, L.L.C.
PLAT SHOWING RIGHT OF WAY TO SERVE EXISTING
ENTERGY LOUISIANA, L.L.C. TRANSMISSION LINE
CROSSING ±1.1 ACRE TRACT BELONGING TO
CITY OF SULPHUR, LOCATED IN
SECTION 2, T10S-R10W, CALCASIEU PARISH, LOUISIANA



THIS
AREA

Invader

ORDINANCE NO. _____, M-C SERIES

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

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

| DEPT | TYPE | DESCRIPTION | | MAKE | | | REASON | DATE | VALUE |
|----------|-------|-----------------------------|--|----------------|--|--|------------|-----------|-----------|
| SHOP/FIN | PARTS | OUTER AIR | | CLARCOR | | | NOT IN USE | 3/17/2023 | \$95 |
| SHOP/FIN | PARTS | FRONT/REAR | | CARQUEST | | | NOT IN USE | 3/17/2023 | \$114.77 |
| SHOP/FIN | PARTS | FRONT BRAKE | | CARQUEST | | | NOT IN USE | 3/17/2023 | \$155.96 |
| SHOP/FIN | PARTS | REAR BRAKE | | CARQUEST | | | NOT IN USE | 3/17/2023 | \$85.89 |
| SHOP/FIN | PARTS | FRONT BRAKE | | WEAREVER | | | NOT IN USE | 3/17/2023 | \$85.39 |
| SHOP/FIN | PARTS | FUEL FILTER | | CARQUEST | | | NOT IN USE | 3/17/2023 | \$11.06 |
| SHOP/FIN | PARTS | FUEL FILTER | | CARQUEST | | | NOT IN USE | 3/17/2023 | \$24.47 |
| SHOP/FIN | PARTS | FUEL FILTER | | NAPA | | | NOT IN USE | 3/17/2023 | \$19.32 |
| SHOP/FIN | PARTS | AIR FILTER | | CARQUEST | | | NOT IN USE | 3/17/2023 | \$25.56 |
| SHOP/FIN | PARTS | OIL FILTER | | CARQUEST | | | NOT IN USE | 3/17/2023 | \$10.62 |
| SHOP/FIN | PARTS | OIL FILTER | | CARQUEST & | | | NOT IN USE | 3/17/2023 | \$14.95 |
| SHOP/FIN | PARTS | OIL FILTER | | CARQUEST | | | NOT IN USE | 3/17/2023 | \$20.52 |
| SHOP/FIN | PARTS | FUEL FILTERS | | CARQUEST & PTC | | | NOT IN USE | 3/17/2023 | \$23.98 |
| SHOP/FIN | PARTS | OIL FILTER | | CARQUEST | | | NOT IN USE | 3/17/2023 | \$15.94 |
| SHOP/FIN | PARTS | AIR FILTER | | CARQUEST | | | NOT IN USE | 3/17/2023 | \$15.31 |
| SHOP/FIN | PARTS | CABIN AIR FILTER | | CARQUEST | | | NOT IN USE | 3/17/2023 | \$41.20 |
| SHOP/FIN | PARTS | K18 WIPER | | KLEEN VIEW | | | NOT IN USE | 3/17/2023 | \$30.36 |
| SHOP/FIN | PARTS | K24 WIPER | | KLEEN VIEW | | | NOT IN USE | 3/17/2023 | \$31.43 |
| SHOP | PARTS | 17" 98W LOAD RANGE SL EAGLE | | GOODYEAR | | | NOT IN USE | 3/17/2023 | \$1040.47 |
| | | | | | | | | | |
| | | | | | | | | | |

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

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

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

_____, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this ____ day of _____, 2023, at ____ o’clock ____m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received from the Mayor at ____ o’clock ____m. on this _____ day of _____, 2023, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

Resolution awarding low bid for North Water Treatment Improvement Program – Removal and Replacement of Pressure Filters.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that bids for North Water Treatment Improvement Program – Removal and Replacement of Pressure Filters were opened and read aloud in an open and public bid session on Tuesday, March 28, 2023, at 10:30 a.m. and bids were as follows:

| <u>Company</u> | <u>Bid</u> |
|--------------------------|----------------|
| The Lemoine Company, LLC | \$3,473,620.00 |
| Wharton-Smith, Inc. | \$5,197,000.00 |

BE IT FURTHER RESOLVED that the City Council does hereby accept the recommendation of Mayor Mike Danahay and award the bid for North Water Treatment Improvement Program – Removal and Replacement of Pressure Filters as follows:

| <u>Company</u> | <u>Bid</u> |
|--------------------------|---|
| The Lemoine Company, LLC | \$3,473,620.00 (<i>contingent upon the 10 Day Forms and upon approval and authorization by the Louisiana Water Sector Commission</i>) |

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
_____, 2023.

MANDY THOMAS, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk



Meyer & Associates, Inc. Consulting Engineers

Vernon F. Meyer, P.E.
President

Richard T. Meyer, P.E.
Vice President

March 28, 2023

Mayor Mike Danahay
City of Sulphur
101 N. Huntington
Sulphur, LA 70663

Re: North Water Treatment Improvement Program –
Removal and Replacement of Pressure Filters
Award Recommendation
Sulphur No. WP22-3
M.A. Project No. A8-21128-DB

Dear Mayor Danahay:

In regard to the captioned project, we would like to offer the following Bid Evaluation and Award Recommendation concerning the bids received on March 28, 2023.

BID SUMMARY AND EVALUATION

The following is a summary of the two (2) bids received:

| Bidder | Total Base Bid |
|--------------------------|-----------------------|
| The Lemoine Company, LLC | \$3,473,620.00 |
| Wharton-Smith, Inc. | \$5,197,000.00 |
| Engineer's Estimate | \$3,400,000.00 |

An itemized bid tabulation is attached for your review.

A review of the bid summary reveals that the lowest responsible bidder was The Lemoine Company, LLC with a Total Base Bid of \$3,473,620.00. It is our opinion that this amount provides a competitive and reasonable cost for performing the work called for in the plans and specifications.



Mayor Mike Danahay
March 28, 2023
Page 2

AWARD RECOMMENDATION

Meyer & Associates, Inc. recommends award of this construction contract to The Lemoine Company, LLC in the amount of their Total Base Bid of \$3,473,620.00 contingent upon receipt of the 10 Day Forms and contingent upon approval and authorization by the Louisiana Water Sector Commission. The Notice of Award and Construction Contracts will be forthcoming under separate cover subject to Louisiana Water Sector Commission approval/authorization, and Sulphur City Council Award Approval.

We trust our recommendation meets with your approval; and should you have any questions concerning same, please advise.

Sincerely,

Wayne L. Harris, P.E.

Enclosure

Cc: Mrs. Tina Trahan, M.A. w/att
Mrs. LeAnna LaVergne, M.A. w/att.