

# **CITY OF SULPHUR, LOUISIANA**

**P.O. BOX 1309**

**SULPHUR, LA 70664**

**EMAIL: MAYORSOFFICE@SULPHUR.ORG**

Notice posted at principal office and website: Monday, May 1 1:30 p.m.  
(date) (time)

## **NOTICE OF PUBLIC MEETING**

**A public meeting will be held as follows:**

**DATE: Monday, May 8, 2023**

**TIME: 5:30 p.m.**

**PLACE OF MEETING: City Council Chambers**

**1551 East Napoleon Street, Sulphur, LA 70663**

### **AGENDA:**

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of Minutes

Approval of Agenda

1. RESOLUTION electing a Chairman and Vice-Chairman for City Council.  
RES20-23 (Mandy Thomas)
2. PROCLAMATION presented to Kai Richardson, Maplewood Middle School, winner of the CBS Lake Charles Regional Spelling Bee and contestant for the upcoming Scripps National Spelling Bee. I-07 (Melinda Hardy)
3. ADOPT the millage rates for tax year 2023. ORD57-23 (Mayor Danahay)
4. RULE TO SHOW CAUSE for the condition of the following addresses:
  - a. To condemn building or structure located at 427, 427 ½ & 435 North Crocker Street, in accordance with Article IX, Section 5-286 through 5-296.  
(Dru Ellender)

- b. To condemn building or structure located at 801 Cass Street, in accordance with Article IX, Section 5-286 through 5-296. (Dru Ellender)
  - c. To condemn building or structure located at 632 Maple Street, in accordance with Article IX, Section 5-286 through 5-296. (Melinda Hardy)
  - d. To condemn building or structure located at 1201 Taylor Street, in accordance with Article IX, Section 5-286 through 5-296. (Nick Nezat)
- 5. EXTENSION for temporary housing in recreational vehicles due to damage caused by Hurricane Laura for the following addresses:
  - a. To extend temporary housing in a recreational vehicle located at 945 Beulah Street, in accordance with Ordinance No. 1693, M-C Series. (Melinda Hardy)
  - b. To extend temporary housing in a recreational vehicle located at 9 Poinsetta Street, in accordance with Ordinance No. 1693, M-C Series. (Mandy Thomas)
  - c. To extend temporary housing in a recreational vehicle located at 906 Taylor Street, in accordance with Ordinance No. 1693, M-C Series. (Nick Nezat)
- 6. 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. ORD58-23 (Nick Nezat)
- 7. 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. ORD59-23 (Nick Nezat)
- 8. 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. ORD60-23 (Nick Nezat)
- 9. RESOLUTION granting a variance to Reina Manrique, 1231 Franklin Street, to allow for a mobile home to be greater than 10 years (1996). RES21-23 (Dru Ellender)
- 10. PUBLIC HEARING on 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. ORD61-23 (Mayor Danahay)
- 11. PUBLIC HEARING on ordinance setting forth water fees charged by the City of Sulphur. ORD62-23 (Mayor Danahay)

12. PUBLIC HEARING on ordinance setting forth sewer fees charged by the City of Sulphur. ORD63-23 (Mayor Danahay)
13. PUBLIC HEARING on ordinance setting forth garbage/trash collection fees charged by the City of Sulphur. ORD64-23 (Mayor Danahay)
14. PUBLIC HEARING on ordinance amending Ordinance No. 1393, M-C Series, setting forth tie-in fees for water and sewer. ORD65-23 (Mayor Danahay)
15. PUBLIC HEARING on 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. ORD66-23 (Mayor Danahay)
16. PUBLIC HEARING on ordinance amending Ordinance No. 1218, M-C Series which set forth a Capital Recovery fee charged by the City of Sulphur. ORD67-23 (Mayor Danahay)
17. PUBLIC HEARING on 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). ORD68-23 (Mayor Danahay)
18. PUBLIC HEARING on 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. ORD69-23 (Mayor Danahay)
19. PUBLIC HEARING on ordinance declaring certain surplus movable property of the City of Sulphur and providing for the disposal thereof (Shop parts). ORD70-23 (Mayor Danahay)
20. PUBLIC HEARING on ordinance amending Chapter 9, Section 21 of the Code of Ordinances of the City of Sulphur to adopt the International Fire Code. ORD71-23 (Mayor Danahay)
21. PUBLIC HEARING on ordinance amending Chapter 5, Section 21 of the Code of Ordinances of the City of Sulphur to adopt the 2021 International Building Code. ORD72-23 (Mayor Danahay)
22. INTRODUCTION OF ORDINANCE authorizing Mayor Danahay to sign the LA DOTD Maintenance Agreement for mowing and litter pickup for FY year ending June 30, 2024. ORD73-23 (Mayor Danahay)

23. INTRODUCTION OF ORDINANCE entering into a Cooperative Endeavor Agreement with the City of Westlake for salaries for the Marshal's office.  
ORD74-23 (Mayor Danahay)
24. RESOLUTION appointing a member to the West Calcasieu Port, Harbor and Terminal District. RES22-23 (Dru Ellender)
25. RESOLUTION awarding low bid received for Sulphur Regional Wastewater Treatment Facility Phase 2 SBR Process Improvements and Hurricane Laura Damage Repairs DR4559-LA FEMA CAT E-Construction. RES23-23 (Mayor Danahay)
26. RESOLUTION ordering and calling a special election authorizing renewal for property tax millage of five mills for purchasing and maintaining equipment, enlarging, improving and maintaining Fire Department facilities, and salaries for maintenance and operation of the Department and renewal of a special tax of five (5) mills for improving and maintaining streets within the City of Sulphur, Louisiana; making application to the State Bond Commission and United States Attorney General in connection therewith.  
RES24-23 (Mayor Danahay)
27. RESOLUTION authorizing Mayor Danahay to sign Quitclaim Deed between the City of Sulphur and Andrew John Drost, Jr., and Dorothy Kay Drost for a 15-foot strip of property in Rose Park #5 (property to the east 2729 St. Francis Street).  
RES25-23 (Mayor Danahay)
28. RESOLUTION accepting the Municipal Water Pollution Prevention Environmental Audit Report dated April 12, 2023. RES26-23 (Mayor Danahay)
29. 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, June 12, 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.

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



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

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

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

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

\_\_\_\_\_  
, Chairman

ATTEST:

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk

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

ORDINANCE WHICH SETS FORTH THE GENERAL ALIMONY,  
STREET MAINTENANCE, AND FIRE MAINTENANCE  
AUTHORIZED MILLAGE RATES IN THE CITY OF SULPHUR FOR  
THE 2023 TAX YEAR.

SECTION 1: BE IT ORDAINED by the Mayor and City Council of the City of Sulphur, Louisiana, in regular and legal session convened, that the City of Sulphur of the Parish of Calcasieu, Louisiana, in a public meeting held on May 8, 2023, which meeting was conducted in accordance with the Open Meetings Law and the additional requirements of Article XII, Section 3 of the Louisiana Constitution and R.S. 42:11 – 28 [R.S. 42:11, et seq.] that the following millage rate(s) be and they are hereby levied upon the dollar of each assessed valuation of all property which is subject to ad valorem taxation within said City for the year 2023 for the purpose of raising revenue:

<u>Tax Description:</u>	<u>Millage Rate(s):</u>
General Alimony (5096 001):	5.850 mills
Street Maintenance (5096 002):	5.300 mills
Fire Maintenance (5096 003):	5.300 mills

SECTION 2. BE IT FURTHER ORDAINED that the proper administrative officials of the Parish of Calcasieu, State of Louisiana, be and they are hereby empowered, authorized, and directed to spread said taxes, as hereinabove set forth, upon the assessment roll of said Parish for the year 2023, and to make the collection of the taxes imposed for and on behalf of the taxing authority, according to law, and that the taxes herein levied shall become a permanent lien and privilege on all property subject to taxation as herein set forth, and collection thereof shall be enforceable in the manner provided by law.

Motioned by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

YEAS:

NAYS:

ABSTAINED:

ABSENT:

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

\_\_\_\_\_  
DRU ELLENDER, Chairman

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

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk

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

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk

## CERTIFICATE

I hereby certify that the foregoing is a true and exact copy of the ordinance adopted at the duly called meeting of the Mayor and City Council of the City of Sulphur, Louisiana, which was held on May 8, 2023, at which meeting a quorum was present and voting.

Sulphur, Louisiana, this 8th day of May, 2023.

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Mike Danahay; Mayor  
City of Sulphur, State of Louisiana

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.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a rezone to ALK Properties, 2616 Lena Street, from Residential to Commercial to allow for expansion of current business located at 317 Patton Street for the following described property:

LOT 12 WILLIE PICARD SUB 3.10.10

This rezoning is approved contingent upon applicant and any future owner continuing to comply with the original commitment to provide and maintain:

1. A 6-foot privacy fence on the north side of the property.
2. Evergreen hedge on the north side of the property.
3. A 26.5-foot buffer on north side of the property.

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

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

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

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

BE IT FURTHER ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a rezone to ALK Properties, 2616 Lena Street, from Residential to Commercial to allow for expansion of current business located at 317 Patton Street with the above stipulations.

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

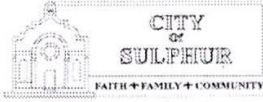
\_\_\_\_\_  
MANDY THOMAS, Chairman

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

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk

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

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk



CITY OF SULPHUR  
APPLICATION FOR  
DEVELOPMENT APPROVAL

Date Received \_\_\_\_\_ \$50.00 Fee (Non-Refundable) \_\_\_\_\_  
(Exact cash or check only)

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

PRINT NAME KIM KOOL INC. DATE 1-25-2023

PROPERTY OWNER INFORMATION

Name of Property Owner TRAVIS MARBURGER (ALK PROPERTIES)

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

Mailing Address: 2619 LENA STREET City: SULPHUR State: LA Email: TMARBURGER@KIMKOOL.COM

Physical Address: 2619 LENA STREET City: SULPHUR State: LA

Phone Number (H) USE CELL (W) 337-527-5519 (C) 337-302-8513

PROPERTY INFORMATION

Location Address: 2616 LENA STREET

Present Zoned Classification: RESIDENTIAL

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

@031010-1451- 0012 0000 -2616 LENA ST- LOT 12 WILLIE PICARD SUB 3.10.10 REF1-ASSESSED (WD4) B 583 P 391-85

REF2-FERDINAND GUIDRY B 2236 P 386, P 630, B 2274 P 195-91 REF3-MILLER, WILSON J ET UX B 2505 P 389-94

REF4-BERCIER, MICHAEL HARDY B 2815 P 048-99

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

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

REQUEST INFORMATION

☒ REZONE ☐ EXCEPTION ☐ SUBDIVISION ☐ BILLBOARD ☐ PRE. PLAT ☐ FINAL PLAT

☐ DOES REZONE REQUIRE FENCING

NAME OF SUBDIVISION WILLIE PICARD

Zoning Change: From RESIDENTIAL To BUSINESS

Purpose of Request: TO REMOVE HOUSE AND BUILD EXPANSION TO BUSINESS ON ADJOINING PROPERTY (KIM KOOL INC)

THE BUILDING EXPANSION WILL MATCH CURRENT CONSTRUCTION. PICKUP AND DELIVERIES WILL REMAIN FROM SOUTH PARKING LOT ALONG PATTON STREET. NO ADDITONAL TRAFFIC WILL UTILIZE LENA OR ALLEN STREET.

OPERATIONS SIMILAR TO CURRENT WILL BE MAINTANED, EXPANSION WILL ALLOW FOR INCREASED CAPACITY.

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

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

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

Applicant Signature: [Signature] Date: 1-25-23

	Yes	No	N/A
1. Is site located within the City Limits?	<u>X</u>	<u>      </u>	<u>      </u>
2. Will the proposed use be a nuisance to the surrounding area because of odors, vibrations, unsightly areas or other unwarranted elements?	<u>      </u>	<u>X</u>	<u>      </u>
3. Is the capacity of the road and off-street parking facilities adequate for use by the proposed development?	<u>X</u>	<u>      </u>	<u>      </u>
4. Will the location be served by a fire protection?	<u>X</u>	<u>      </u>	<u>      </u>
5. Can the proposed development be expected to adversely affect the character/aesthetics of the area involved?	<u>      </u>	<u>X</u>	<u>      </u>
6. Is property within a designated flood hazard area?	<u>X</u>	<u>      </u>	<u>      </u>
Flood zone classification <u>      </u> AE bfe <u>13</u> ft.			





# MEMORANDUM

**To:** Board of Zoning and Land Use Commission  
**From:** Austin Abrahams *AA*  
Public Works Director, Land Use Administrator  
**cc:** Arlene Blanchard, Mayor Mike Danahay  
**Date:** 3/10/2023  
**RE:** 1. Rezone 2616 Lena Street from Residential to Commercial

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## **Summary of Recommendation:**

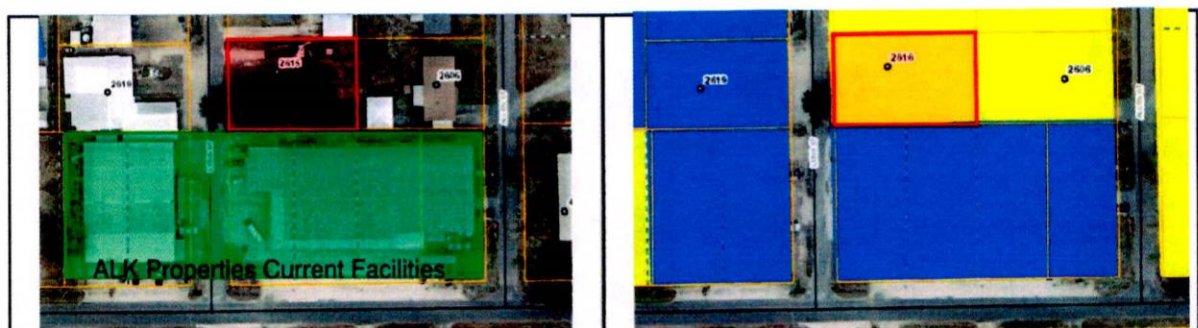
No objection to the rezone request.

## **Application:**

Resolution granting a rezone to ALK Properties, 2616 Lena Street, from Residential to Commercial to allow for expansion of existing business located at 317 Patton Street.

## **Situation:**

Applicant has owned, for many years, the Residential properties to the North of their existing facilities for future expansion purposes. Now that the applicant is ready for expansion, a rezone from Residential to Commercial has been requested prior to moving forward with design efforts.





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**Findings:**

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

1. This lot is located within an AE Flood Zone. Each section of the City's Drainage Ordinance will apply.
2. A 20ft buffer yard shall apply to the Northern lot line.

**Recommendation:**

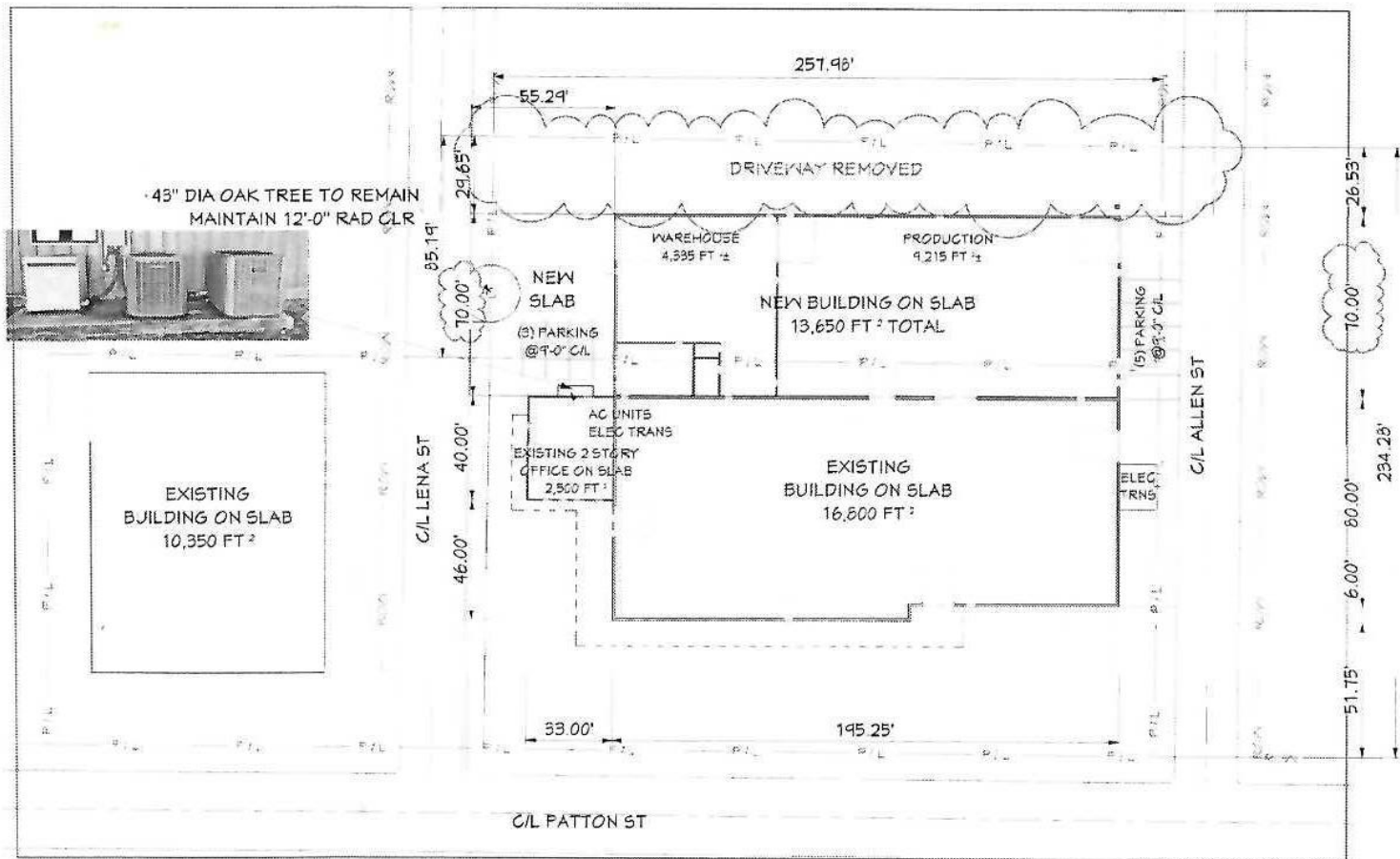
Based on the above findings, no objection is offered to the requested rezone.

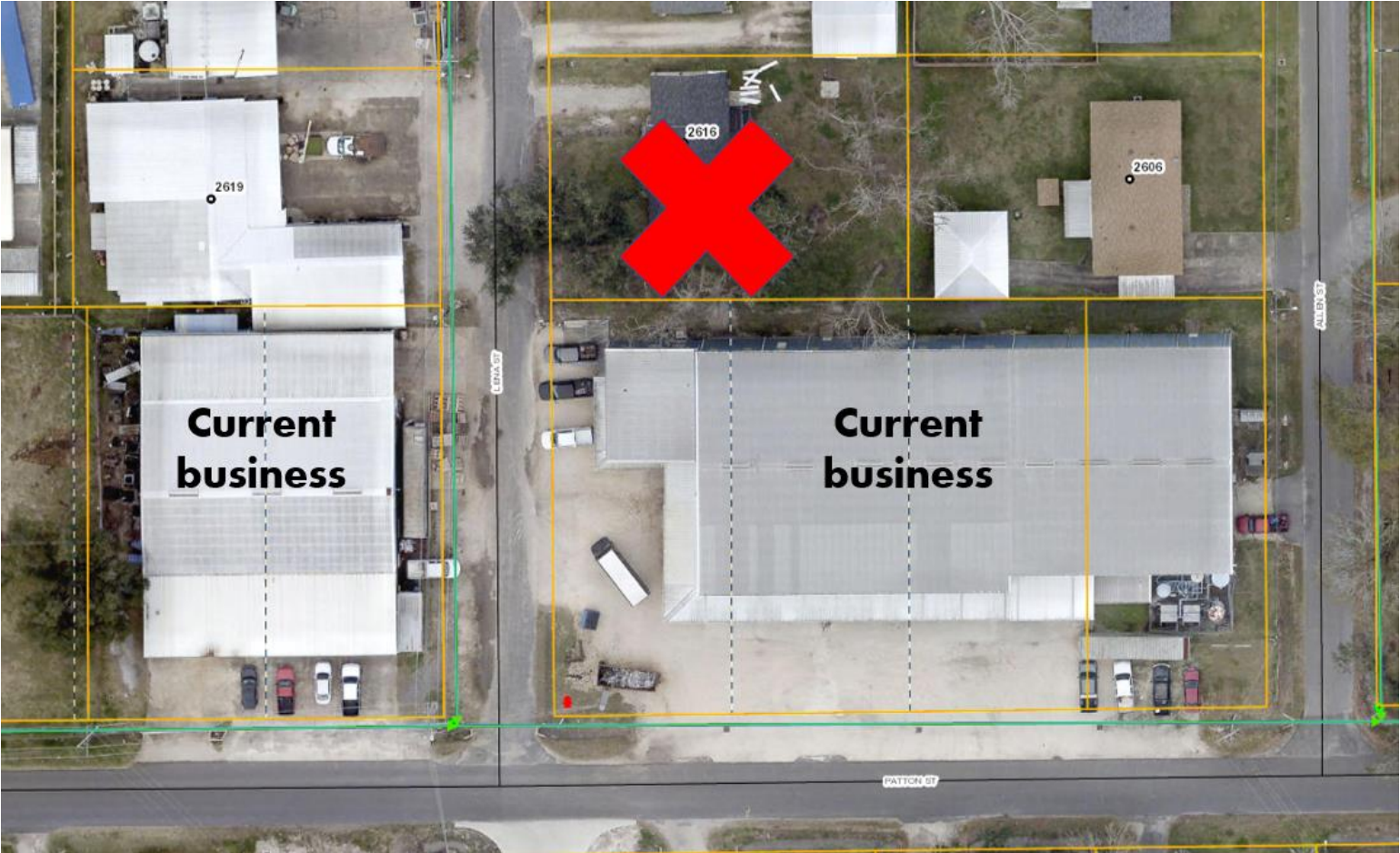
The following stipulations are suggested:

1. None

















ORDINANCE NO.                      M-C SERIES

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.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a rezone to ALK Properties, 2606 Allen Street, from Residential to Commercial to allow for expansion of current business located at 317 Patton Street for the following described property:

LOT 13 WILLIE PICARD SUB

This rezoning is approved contingent upon applicant and any future owner continuing to comply with the original commitment to provide and maintain:

1. A 6-foot privacy fence on the north side of the property.
2. Evergreen hedge on the north side of the property.
3. A 26.5-foot buffer on north side of the property.
4. No additional parking on 2606 Allen Street.

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

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

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

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

BE IT FURTHER ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a rezone to ALK Properties, 2606 Allen Street, from Residential to Commercial to allow for expansion of current business located at 317 Patton Street with the above stipulations.

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

\_\_\_\_\_  
DRU ELLENDER, Chairman

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

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk

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

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk





CITY OF SULPHUR  
APPLICATION FOR  
DEVELOPMENT APPROVAL

Date Received 1-25-23

\$50.00 Fee (Non-Refundable)

pd.  
(Exact cash or check only)

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PRINT NAME KIM KOOL INC.

DATE 1-25-2023

PROPERTY OWNER INFORMATION

Name of Property Owner TRAVIS MARBURGER (ALK PROPERTIES)

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

Mailing Address: 2619 LENA STREET City: SULPHUR State: LA Email: TMARBURGER@KIMKOOL.COM

Physical Address: 2619 LENA STREET City: SULPHUR State: LA

Phone Number (H) \_\_\_\_\_ (W) 337-527-5519 (C) 337-302-8513

PROPERTY INFORMATION

Location Address: 2606 ALLEN STREET, SULPHUR, LA, 70665

Present Zoned Classification: RESIDENTIAL

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

@031010-1451-0013 0000 -2606 ALLEN ST- LOT 13 WILLIE PICARD SUB IMPS/RED 92 REF1-ASSESSED WD 4,  
B 719 P444-85 REF2-TILLMAN, HARMON E B 2632 P 373-97

DO YOU CURRENTLY HAVE ANY PENDING VIOLATION WITH ANY ORDINANCE OF THE CITY OF SULPHUR YES NO X  
YOU, OR A REPRESENTATIVE, MUST ATTEND BOTH LAND USE AND CITY COUNCIL MEETING INITIAL TM

REQUEST INFORMATION

☒ REZONE ☐ EXCEPTION ☐ SUBDIVISION ☐ BILLBOARD ☐ PRE. PLAT ☐ FINAL PLAT  
☐ DOES REZONE REQUIRE FENCING NAME OF SUBDIVISION WILLIE PICARD

Zoning Change: From RESIDENTIAL To BUSINESS

Purpose of Request: TO REMOVE HOUSE AND BUILD EXPANSION TO BUSINESS ON ADJOINING PROPERTY (KIM KOOL INC)  
HE BUILDING EXPANSION WILL MATCH CURRENT CONSTRUCTION. PICKUP AND DELIVERIES WILL REMAIN FROM SOUTH  
PARKING LOT ALONG PATTON STREET. NO ADDITONAL TRAFFIC WILL UTILIZE LENA OR ALLEN STREET.

OPERATIONS SIMILAR TO CURRENT WILL BE MAINTANED, EXPANSION WILL ALLOW FOR INCREASED CAPACITY.

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 or authorized agents of not less than fifty (50) percent of the area of land for which a change of classification is requested; provided however, that where any lot located in the aforesaid area is owned in division, all co-owners must sign the petition for that lot to be included in the fifty (50) percent area provision, as stated in the City of Sulphur Land Use Ordinance, Number 541, M-C Series.

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

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

Applicant Signature: [Signature]

Date: 1-25-23

	Yes	No	N/A
1. Is site located within the City Limits?	<u>X</u>		
2. Will the proposed use be a nuisance to the surrounding area because of odors, vibrations, unsightly areas or other unwarranted elements?		<u>X</u>	
3. Is the capacity of the road and off-street parking facilities adequate for use by the proposed development?	<u>X</u>		
4. Will the location be served by a fire protection?	<u>X</u>		
5. Can the proposed development be expected to adversely affect the character/aesthetics of the area involved?		<u>X</u>	
6. Is property within a designated flood hazard area?	<u>X</u>		
Flood zone classification <u>AE</u> bfe <u>13</u> ft.			





# MEMORANDUM

**To:** Board of Zoning and Land Use Commission  
**From:** Austin Abrahams *AA*  
Public Works Director, Land Use Administrator  
**cc:** Arlene Blanchard, Mayor Mike Danahay  
**Date:** 3/10/2023  
**RE:** 2. Rezone 2606 Allen Street from Residential to Commercial

**Summary of Recommendation:**

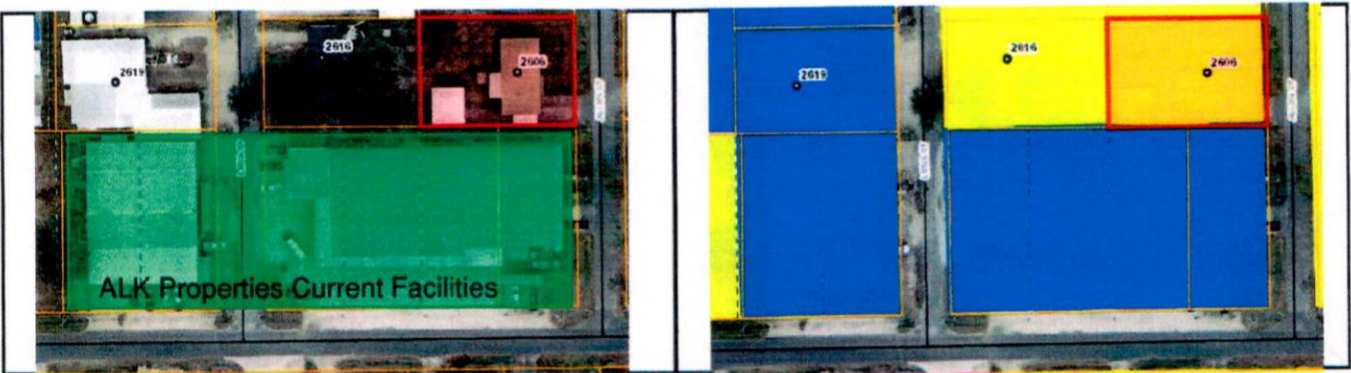
No objection to the rezone request.

**Application:**

Resolution granting a rezone to ALK Properties, 2606 Allen Street, from Residential to Commercial to allow for expansion of existing business located at 317 Patton Street.

**Situation:**

Applicant has owned, for many years, the Residential properties to the North of their existing facilities for future expansion purposes. Now that the applicant is ready for expansion, a rezone from Residential to Commercial has been requested prior to moving forward with design efforts.





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**Findings:**

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

1. This lot is located within an AE Flood Zone. Each section of the City's Drainage Ordinance will apply.
2. A 20ft buffer yard shall apply to the Northern lot line.

**Recommendation:**

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

The following stipulations are suggested:

1. None

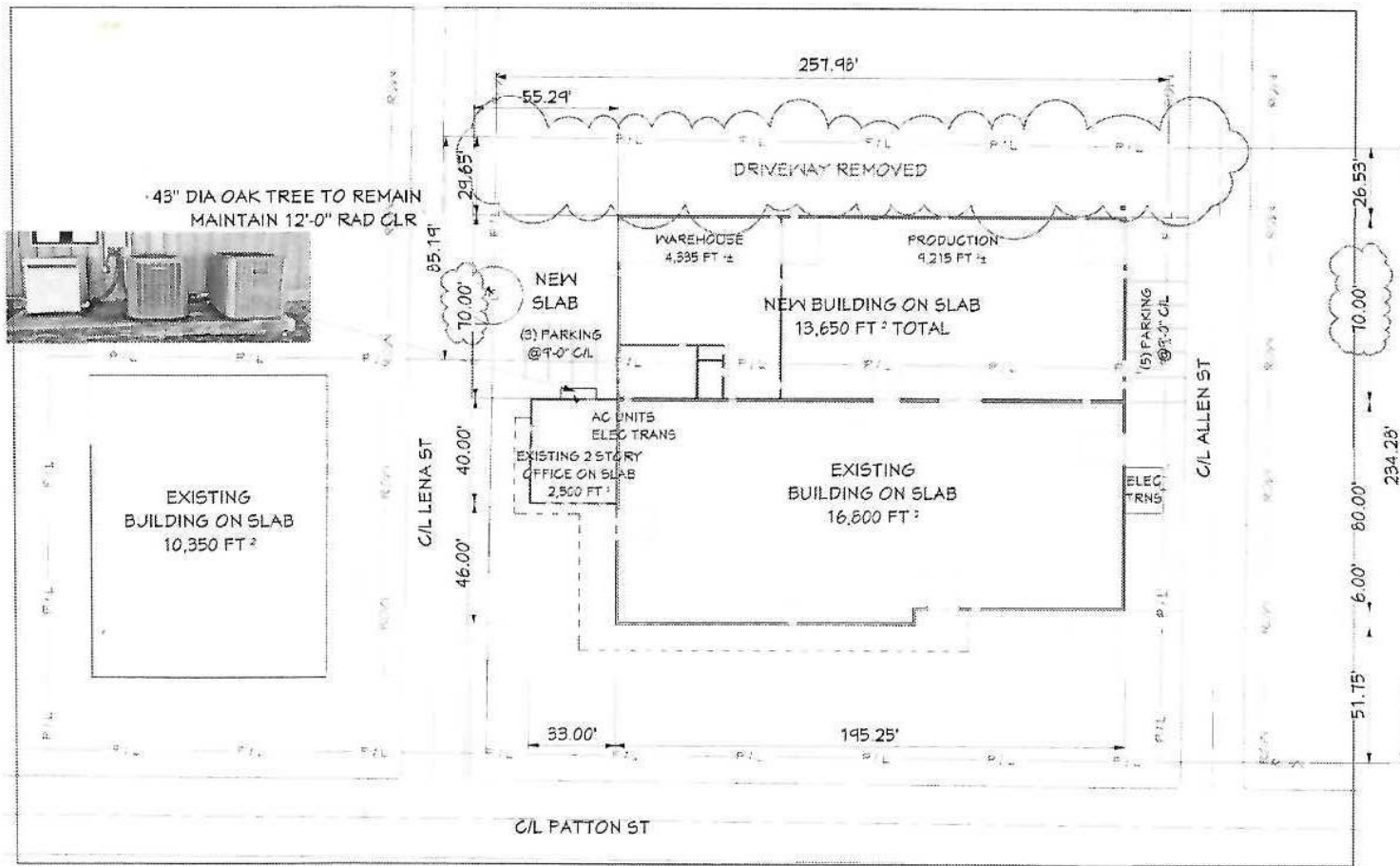
Allen Street Homeowners Opposed to AKL Properties 2606 Allen Street Rezoning  
from Residential to Commercial to Allow Expansion of Current Business

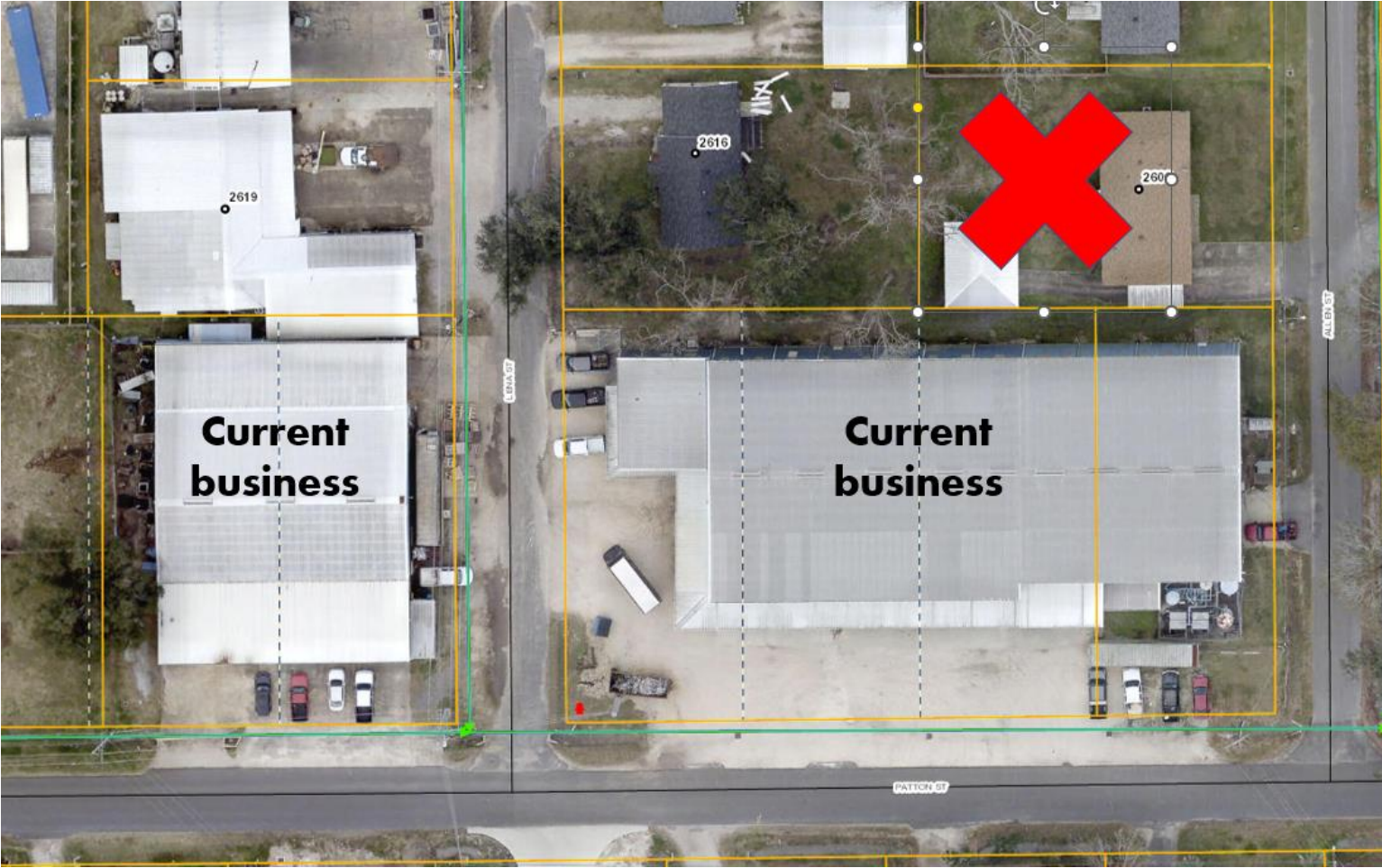
Date	Name	Address	
3/29/2023	mark <del>mark</del> / Rhonda <del>Doucet</del>	2502 Allen Street	✓
March 29, 2023	Deanne Doucet	2515 Allen St	2519?
3-29-2023	Amie, 414	2505 Allen St	✓
"	(Not owner)	2503 Allen St	✓
3/24/2023	Maribel Plasencia	2502 Allen St	✓
3-29-2023	Angelina Higginbotham	2510 Allen St.	✓
3-29-2023	Angel Plasencia	2502 Allen St	
3-29-2023	Cynthia Jones	430 Patton St.	✓
3-29-2023	Alex Jones	405 Patton St.	
3			
3-29-2023	Debbie Guillory	2512 Allen St	✓
4-17-2023	Carl Hardy	2514 Allen St.	✓
4-17-2023	Carl Hardy	2516 Allen St.	✓
4-17-2023	Carl Hardy	2511 Allen St.	✓

GIS shows Paul Guillory

















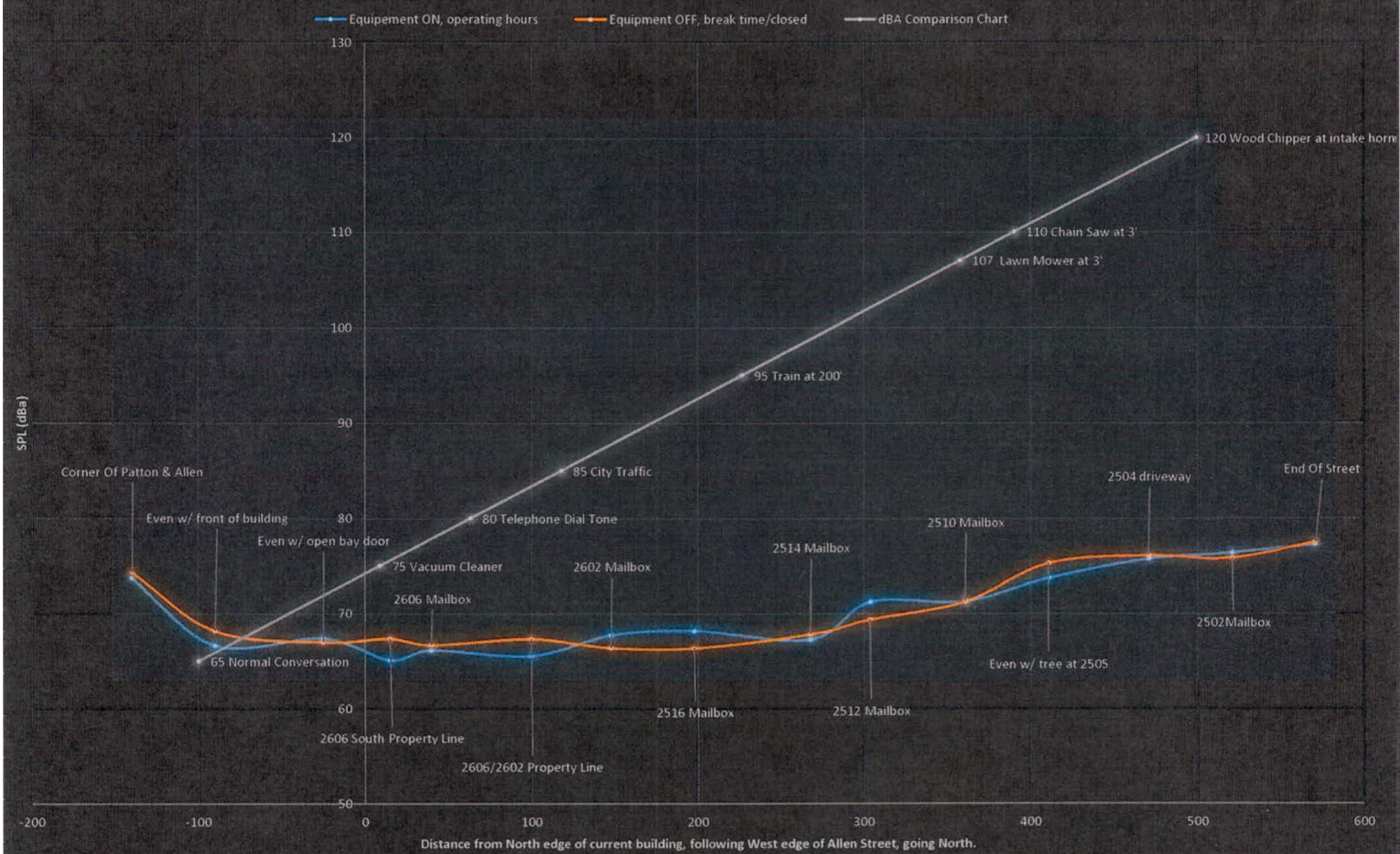
Thank you for taking the time to read the email I sent last week. For those who I have not visited with, I look forward to talking to you before the meeting to answer any questions you may have.

I have attached the noise survey data, which has four pages that include a graph, a map of the reading location points, tabular data showing each day's average along with notes of the survey, and finally a decibel level comparison chart from Yale University.

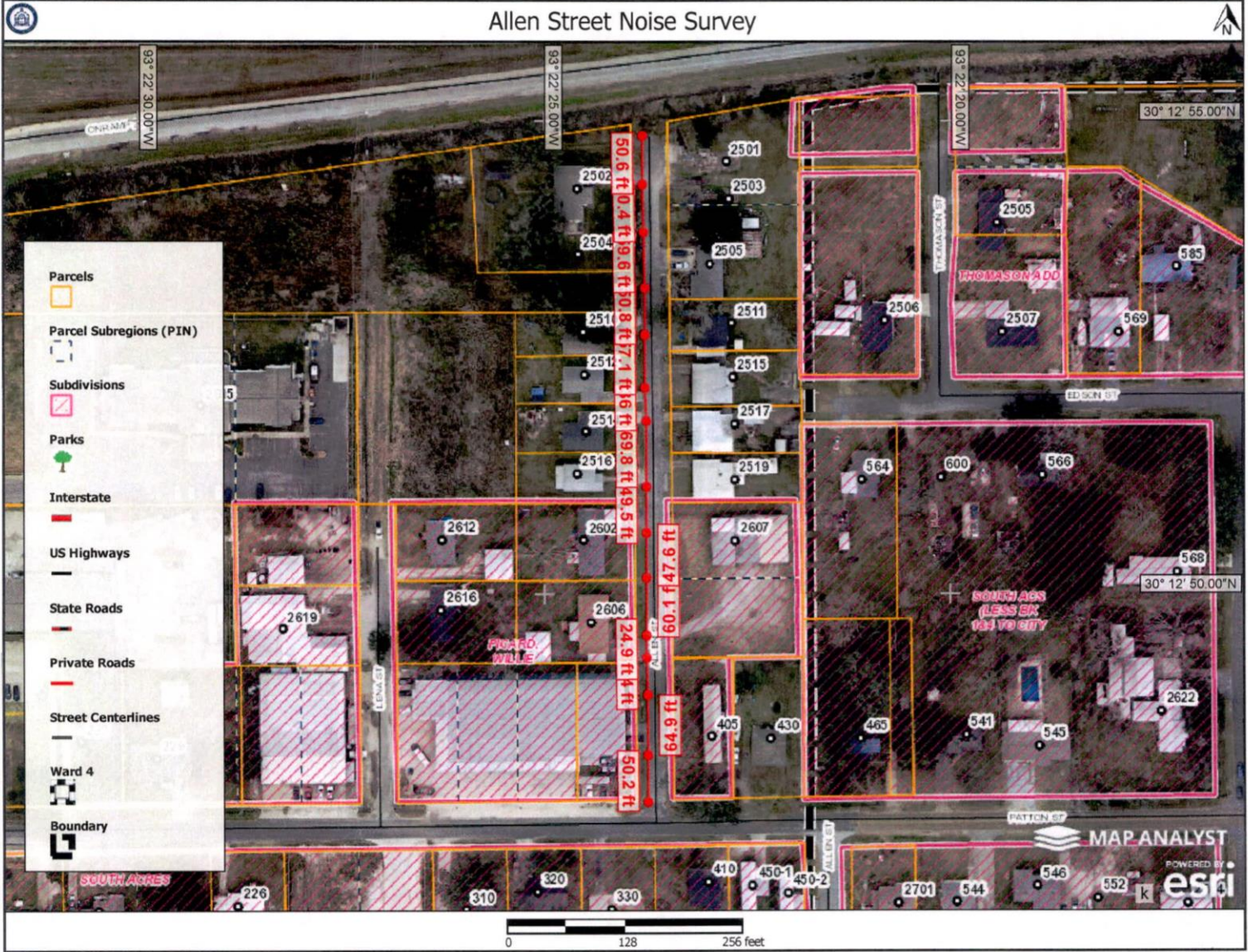
I have also included an excel spreadsheet with the raw data.

This backs my claim that our operation is not generating noise in the neighborhood. The third point does show a slight elevation in noise level when even with our east facing bay door, which is the only location on Allen street that you can audibly hear our equipment. Even though it can be heard, it is by no means loud. Once beyond this open door, the only audible noise is the interstate and passing vehicles.

Sound level comparison, readings from EXTECH 407730, wind screen on, max hold, 30 second observation.  
Average readings across 5 days, 4 samples ON and 4 samples OFF per day.







Scalebar accurate at map center



MONDAY      TUESDAY      WEDNESDAY      THURSDAY      FRIDAY      OVERALL

Location	Distance Between Points (FT)	Distance From Stop Sign (FT)	Distance From North East Corner Of KK Building (FT)	MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		OVERALL	
				Daily Average Machines ON	Daily Average Machines Off	Daily Average Machines ON	Daily Average Machines Off	Daily Average Machines ON	Daily Average Machines Off	Daily Average Machines ON	Daily Average Machines Off	Average Machines ON	Average Machines Off	Average Machines ON	Average Machines Off
Corner of Allen & Patton (stop sign)	0	0	-140	70.75	70.98	78.5	74.85	70.83	75.43	74.33	78.55	74.33	71.98	73.75	74.36
Even W/ KK South Side of Building	50	50	-90	63.73	64	70.17	72.53	63.55	65.68	69.88	69.2	66.08	69.6	66.68	68.2
Even W/ KK East Facing Bay Door	65	115	-25	66.1	64.2	71.5	70.2	66.33	66.85	66	65.78	67.18	68.15	67.42	67.04
2606 South Property Line	40	155	15	63.75	63.78	68.93	73.35	65.6	66.55	64.18	65.13	63.28	68.13	65.15	67.39
2606 Mail Box	25	180	40	64.8	64.95	72.2	71.88	65.55	66	62.83	64.53	65.45	66.3	66.17	66.73
2606/2602 Property Line	60	240	100	64.05	64.53	72.83	73.23	66.25	69.95	60.88	64.23	63.85	64.88	65.57	67.36
2602 Mail Box	48	288	148	64.35	65.83	73.27	69.83	69.18	65.93	62.75	64.75	69.23	65.78	67.75	66.42
2516 Mail Box	50	338	198	69.8	65.9	71.9	70.15	67.05	65.7	64.33	63.83	67.95	66.45	68.21	66.41
2514 Mail Box	70	408	268	66.48	67	72.07	72	66.9	66.6	64.83	64.93	66.25	68.73	67.3	67.85
2512 Mail Box	36	444	304	72.38	71	74.5	72.33	69.48	67.15	67.28	65.78	72.6	70.73	71.25	69.4
2510 Mail Box	57	501	361	71.93	73.8	74.77	73.95	70.35	71.05	67.1	65.85	72.33	71.8	71.29	71.29
Even w/ large tree at 2505	50	551	411	74.55	73.78	73.9	75.3	73.35	74.98	70.98	74.8	75.83	77.68	73.72	75.31
2504 Mail Box	60	611	471	77.2	75.9	76.97	76.75	75.88	76.48	73.38	74.28	75.33	77.18	75.75	76.12
2502 Mail Box	50	661	521	74.75	76.78	79.6	77.03	75.13	75.08	75	74.05	77.28	76.08	76.35	75.8
End Of street	50	711	571	77.13	79.88	77.67	77.83	80.18	76.65	75.05	75.9	76.2	77.15	77.24	77.48

Notes:

- Readings were peak measurement from a 30 second sample window using an Extech 407730 (SN:9980731). Observations were from 15 logically spaced locations down Allen Street.
- The readings were recorded 8 times per day, 4 times with equipment running and 4 times with equipment off. On/Off tests were back to back and required roughly 15minutes per set. Test times as follows: Equipment running: 9:45am, 11:45am, 2:45pm, 4:45pm. Equipment off: 10:00am, 12:00pm, 3:00pm, 5:00pm. The off times were during breaks, lunch, and after hours.
- Any noise readings that were influenced by non-constant noise sources were discarded as to not influence the readings based off an occasional occurrence.
- I considered non-constant noise sources as follows: Passing vehicles on Allen Street, lawn mowers and weed eaters, Burns & McLachlan working on and running equipment.
- I considered constant (normal) noise sources as follows: Passing traffic on Patton Street, interstate traffic, any noise from Kim Kool Inc, natural noises such as birds.
- Since a strong gust of wind or a barking dog would creat a very high reading, these were also elimnated and remeasured immediately.
- We had some very windy times last week, even though a wind screen was used on meter, artificial high readings still observed due to wind gusts, these were discarded to the best of my
- Passing Patton Street traffic caused high readings to the left of the graph, these were left to provide reference to normal street noise level which is a constant at reading location.
- Several times I had to delay the reading process due to high noise levels from Burns & McLachlan. Sustained readongs of +80dba and higher were observed from the west side of



## ***Decibel Level Comparison Chart***

<b>Environmental Noise</b>	<b><i>dBA</i></b>
Jet engine at 100'	140
<b>Pain Begins</b>	<i>125</i>
Pneumatic chipper at ear	120
Chain saw at 3'	110
Power mower	107
Subway train at 200'	95
Walkman on 5/10	94
<i>Level at which sustained exposure may result in hearing loss</i>	<i>80-90</i>
City Traffic	85
Telephone dial tone	80
Chamber music, in a small auditorium	75-85
Vacuum cleaner	75
Normal conversation	60-70
Business Office	60-65
Household refrigerator	55
Suburban area at night	40
Whisper	25
Quiet natural area with no wind	20
Threshold of hearing	0

Location	Distance Between Points (FT)	Distance From Stop Sign (FT)	Distance From North East Corner Of KK Building (FT)	MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		OVERALL	
				Daily Average Machines ON	Daily Average Machines Off	Daily Average Machines ON	Daily Average Machines Off	Daily Average Machines ON	Daily Average Machines Off	Daily Average Machines ON	Daily Average Machines Off	Average Machines ON	Average Machines Off	Average Machines ON	Average Machines Off
Corner of Allen & Patton (stop sign)	0	0	-140	70.75	70.98	78.5	74.85	70.83	75.43	74.33	78.55	74.33	71.98	73.75	74.36
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2606 South Property Line	40	155	15	63.75	63.78	68.93	73.35	65.6	66.55	64.18	65.13	63.28	68.13	65.15	67.39
2606 Mail Box	25	180	40	64.8	64.95	72.2	71.88	65.55	66	62.83	64.53	65.45	66.3	66.17	66.73
2606/2602 Property Line	60	240	100	64.05	64.53	72.83	73.23	66.25	69.95	60.88	64.23	63.85	64.88	65.57	67.36
2602 Mail Box	48	288	148	64.35	65.83	73.27	69.83	69.18	65.93	62.75	64.75	69.23	65.78	67.75	66.42
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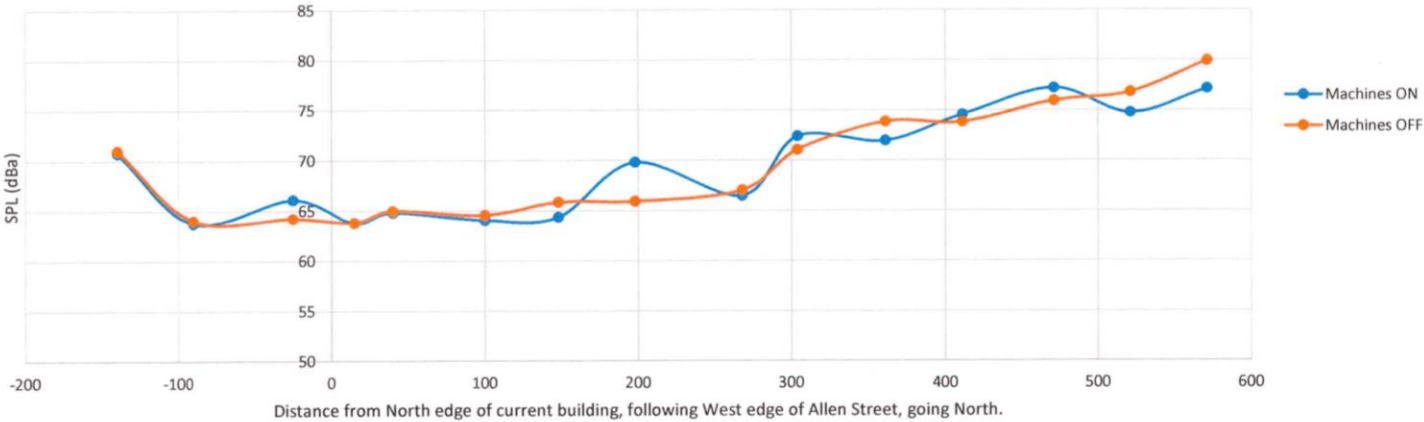
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Monday

Location	Distance Between Points (FT)	Distance From Stop Sign (FT)	Distance From North East Corner Of KK Building (FT)	3/27/23 9:45AM, Machines ON	3/27/23 10:00AM (Break Time), Machines OFF	3/27/23 11:45AM, Machines ON	3/27/23 12:00PM (Lunch Time), Machines OFF	3/27/23 2:45PM, Machines ON	3/27/23 3:00PM (Break Time), Machines OFF	3/27/23 4:45PM, Machines ON	3/27/23 5:00PM (Closed), Machines OFF	Daily Average Machines ON	Daily Average Machines Off
Corner of Allen & Patton (stop sign)	0	0	-140	68.9	79.6	66	65.9	79.5	79.6	68.6	58.8	70.75	70.975
Even W/ KK South Side of Building	50	50	-90	59.9	65.7	63.8	63.6	63.6	65.5	67.6	61.2	63.725	64
Even W/ KK East Facing Bay Door	65	115	-25	65.4	67.4	65.2	63.5	64.8	64.3	69	61.6	66.1	64.2
2606 South Property Line	40	155	15	64.6	66.7	61.8	62.5	64	63.1	64.6	62.8	63.75	63.775
2606 Mail Box	25	180	40	65.1	64.9	64	65.1	65.5	63.6	64.6	66.2	64.8	64.95
2606/2602 Property Line	60	240	100	61.8	65.6	67.4	63.7	65.2	62.8	61.8	66	64.05	64.525
2602 Mail Box	48	288	148	64.9	65.5	63.1	65.8	66.1	66	63.3	66	64.35	65.825
2516 Mail Box	50	338	198	66.7	67.7	78.4	66	66.8	65.3	67.3	64.6	69.8	65.9
2514 Mail Box	70	408	268	67.4	67.7	66.8	68.8	65.7	64.7	66	66.8	66.475	67
2512 Mail Box	36	444	304	66.5	68.8	78.9	68.3	79.1	68.7	65	78.2	72.375	71
2510 Mail Box	57	501	361	65.2	67.6	78.1	77.8	78.4	78.6	66	71.2	71.925	73.8
Even w/ large tree at 2505	50	551	411	78.2	66.7	70.9	79.1	80.1	77.6	69	71.7	74.55	73.775
2504 Mail Box	60	611	471	74.2	68.6	77.4	77.8	78.6	78.4	78.6	78.8	77.2	75.9
2502 Mail Box	50	661	521	78.6	78.2	71.9	78.2	76.3	72.9	72.2	77.8	74.75	76.775
End Of street	50	711	571	77.8	78	75.1	82.6	78.2	80.5	77.4	78.4	77.125	79.875

Sound level comparison, readings from EXTECH 407730, wind screen on, max hold, 30 second observation.



Tuesday

Location	Distance Between Points (FT)	Distance From Stop Sign (FT)	Distance From North East Corner Of KK Building (FT)	3/28/23 9:45AM, Machines ON	3/28/23 10:00AM (Break Time), Machines OFF	3/28/23 11:45AM, Machines ON	3/28/23 12:00PM (Lunch Time), Machines OFF	3/28/23 2:45PM, Machines ON	3/28/23 3:00PM (Break Time), Machines OFF	3/28/23 4:45PM, Machines ON	3/28/23 5:00PM (Closed), Machines OFF	Daily Average Machines ON	Daily Average Machines Off
Corner of Allen & Patton (stop sign)	0	0	-140	77.8	78.9	78.4	75.6	74.8	79.8	79.3	65.1	78.5	74.85
Even W/ KK South Side of Building	50	50	-90	67.5	72.9	68.8	72.5	70.8	76.1	74.2	68.6	70.16667	72.525
Even W/ KK East Facing Bay Door	65	115	-25	76.3	67.7	68	68.2	71.8	77	70.2	67.9	71.5	70.2
2606 South Property Line	40	155	15	66.4	76.8	64.3	66.6	69.6	78	76.1	72	68.93333	73.35
2606 Mail Box	25	180	40	68.2	66.9	68.8	68	70.8	75.4	79.6	77.2	72.2	71.875
2606/2602 Property Line	60	240	100	66.2	67.9	77.8	67.9	70.2	78	74.5	79.1	72.83333	73.225
2602 Mail Box	48	288	148	63.6	68.6	78.4	68.4	69	68.4	77.8	73.9	73.26667	69.825
2516 Mail Box	50	338	198	67.5	68.2	79.6	66.4	68	68.4	68.6	77.6	71.9	70.15
2514 Mail Box	70	408	268	67.7	68.5	80.2	77.2	72.2	73.3	68.3	69	72.06667	72
2512 Mail Box	36	444	304	76.1	66.6	78.6	77.4	79.3	73.3	68.8	72	74.5	72.325
2510 Mail Box	57	501	361	77.8	69	72.6	72.6	71.9	77	73.9	77.2	74.76667	73.95
Even w/ large tree at 2505	50	551	411	74.2	78.2	74.5	71.9	73.3	77.8	73	73.3	73.9	75.3
2504 Mail Box	60	611	471	74.2	78.9	78.9	77.6	74.2	76.6	77.8	73.9	76.96667	76.75
2502 Mail Box	50	661	521	78.6	78.1	78.4	76.3	76.6	77.4	81.8	76.3	79.6	77.025
End Of street	50	711	571	77.8	78	77.2	78.9	84.7	77.8	78	76.6	77.66667	77.825

\*General Notes:

When cooling tower fans are running, passing traffic on Patton Street register higher dBa noise levels.

When Burns crane truck is started and idled high, the noise level reading was 80.4 dBa (read from 2602 mail box).

Mechanic working on Burns tree crane, high readings from 2602 thrown out  
Strong north wind (not used)  
North wind stopped

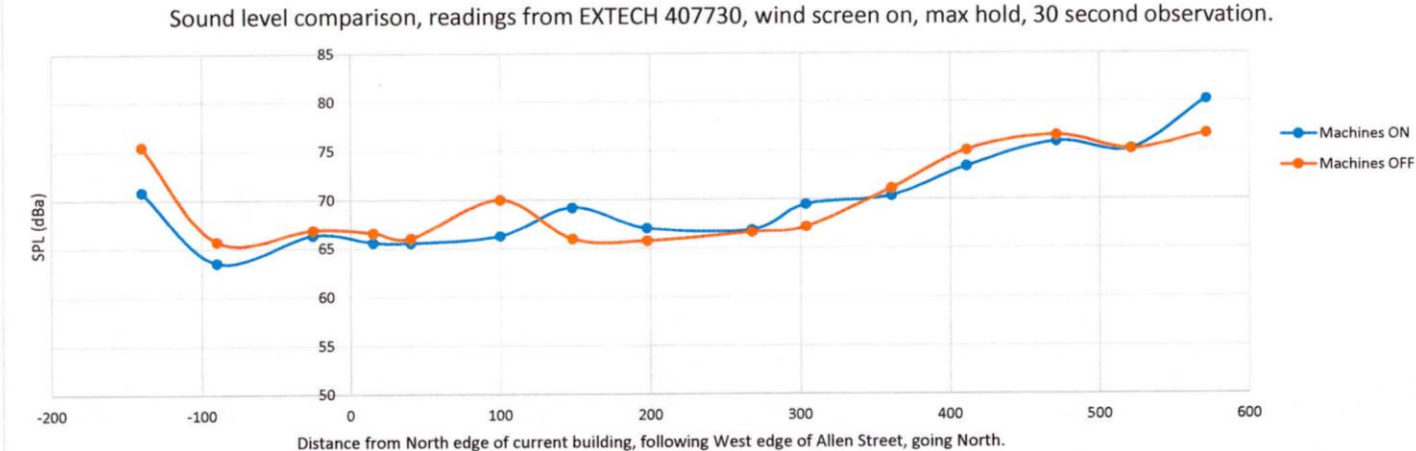
Sound level comparison, readings from EXTECH 407730, wind screen on, max hold, 30 second observation.





Wednesday

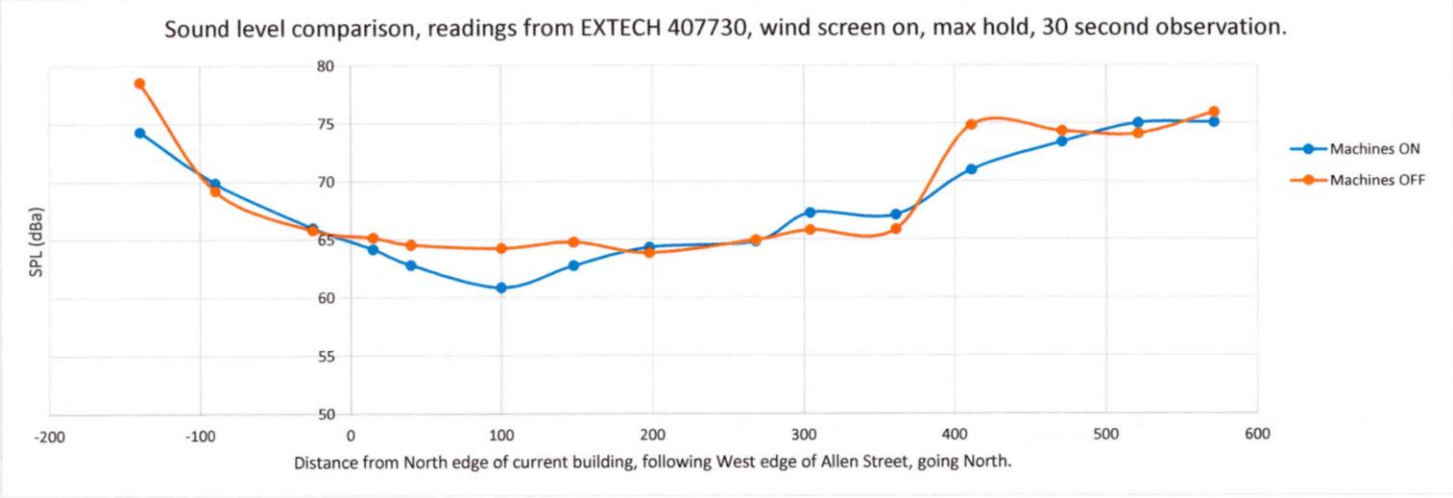
Location	Distance From North East Corner Of KK Building (FT)											Daily Average Machines ON	Daily Average Machines Off
	Distance Between Points (FT)	Distance From Stop Sign (FT)	Distance From North East Corner Of KK Building (FT)	3/29/23 9:45AM, Machines ON	3/29/23 10:00AM (Break Time), Machines OFF	3/29/23 11:45AM, Machines ON	3/29/23 12:00PM (Lunch Time), Machines OFF	3/29/23 2:45PM, Machines ON	3/29/23 3:00PM (Break Time), Machines OFF	3/29/23 4:45PM, Machines ON	3/29/23 5:00PM (Closed), Machines OFF		
Corner of Allen & Patton (stop sign)	0	0	-140	67.8	79.8	66.4	65.2	78.6	78.9	70.5	77.8	70.825	75.425
Even W/ KK South Side of Building	50	50	-90	61.8	66.5	65.2	64.5	62.8	62.9	64.4	68.8	63.55	65.675
Even W/ KK East Facing Bay Door	65	115	-25	66.2	66.8	66.4	66.6	64.9	66.6	67.8	67.4	66.325	66.85
2606 South Property Line	40	155	15	67.9	68.7	65.1	66.7	64	65.6	65.4	65.2	65.6	66.55
2606 Mail Box	25	180	40	68.2	70.5	66.9	65.6	63.4	63.1	63.7	64.8	65.55	66
2606/2602 Property Line	60	240	100	68.6	78.8	68.9	66.3	64.4	68.2	63.1	66.5	66.25	69.95
2602 Mail Box	48	288	148	68.7	66.3	79.6	66.1	65	66.6	63.4	64.7	69.175	65.925
2516 Mail Box	50	338	198	67.8	64.6	67.8	67.9	65.2	66.2	67.4	64.1	67.05	65.7
2514 Mail Box	70	408	268	68.7	68.6	69.5	68.4	63.7	65.2	65.7	64.2	66.9	66.6
2512 Mail Box	36	444	304	67.1	69.8	77.4	67.2	65.7	65.6	67.7	66	69.475	67.15
2510 Mail Box	57	501	361	69.7	78.2	77.2	68.3	68.5	69	66	68.7	70.35	71.05
Even w/ large tree at 2505	50	551	411	69	78.8	78	74.8	68.2	77.4	78.2	68.9	73.35	74.975
2504 Mail Box	60	611	471	72.9	74.5	81.4	75.4	73.3	78	75.9	78	75.875	76.475
2502 Mail Box	50	661	521	74.2	77.8	77.6	76.1	74.2	73.9	74.5	72.5	75.125	75.075
End Of street	50	711	571	78	78	85.1	76.6	79.6	77.2	78	74.8	80.175	76.65



Thursday

Location	Distance Between Points (FT)	Distance From Stop Sign (FT)	Distance From North East Corner Of KK Building (FT)	3/30/23 9:45AM, Machines ON	3/30/23 10:00AM (Break Time), Machines OFF	3/30/23 11:45AM, Machines ON	3/30/23 12:00PM (Lunch Time), Machines OFF	3/30/23 2:45PM, Machines ON	3/30/23 3:00PM (Break Time), Machines OFF	3/30/23 4:45PM, Machines ON	3/30/23 5:00PM (Closed), Machines OFF	Daily Average Machines ON	Daily Average Machines Off
Corner of Allen & Patton (stop sign)	0	0	-140	73.9	77.8	78	82.4	72.6	81.1	72.8	72.9	74.325	78.55
Even W/ KK South Side of Building	50	50	-90	72.4	62.8	61.4	72.2	72.1	69	73.6	72.8	69.875	69.2
Even W/ KK East Facing Bay Door	65	115	-25	65.8	62.4	63.3	63.8	68.5	68.8	66.4	68.1	66	65.775
2606 South Property Line	40	155	15	63.5	62.4	63.1	65.1	65	67.8	65.1	65.2	64.175	65.125
2606 Mail Box	25	180	40	64	61.5	57.8	65	66.3	68.2	63.2	63.4	62.825	64.525
2606/2602 Property Line	60	240	100	62.1	60.9	58.6	68.5	62.7	63.1	60.1	64.4	60.875	64.225
2602 Mail Box	48	288	148	68.7	59	57.2	64.2	65.5	68	59.6	67.8	62.75	64.75
2516 Mail Box	50	338	198	62.6	61.5	62.9	66.8	65.4	64.6	66.4	62.4	64.325	63.825
2514 Mail Box	70	408	268	62.6	63.5	65.8	68.6	66.9	63.3	64	64.3	64.825	64.925
2512 Mail Box	36	444	304	61.6	61.7	65.2	67.1	73.6	67.4	68.7	66.9	67.275	65.775
2510 Mail Box	57	501	361	69.6	65.2	63.8	64.7	67.7	65.3	67.3	68.2	67.1	65.85
Even w/ large tree at 2505	50	551	411	71	76.8	77.2	77.6	67.1	67.4	68.6	77.4	70.975	74.8
2504 Mail Box	60	611	471	72.4	77.2	80	69	68.3	73.1	72.8	77.8	73.375	74.275
2502 Mail Box	50	661	521	73.3	71.9	71.7	78.6	78.4	73.3	76.6	72.4	75	74.05
End Of street	50	711	571	73.2	72.6	74.2	76.1	74.2	80.1	78.6	74.8	75.05	75.9

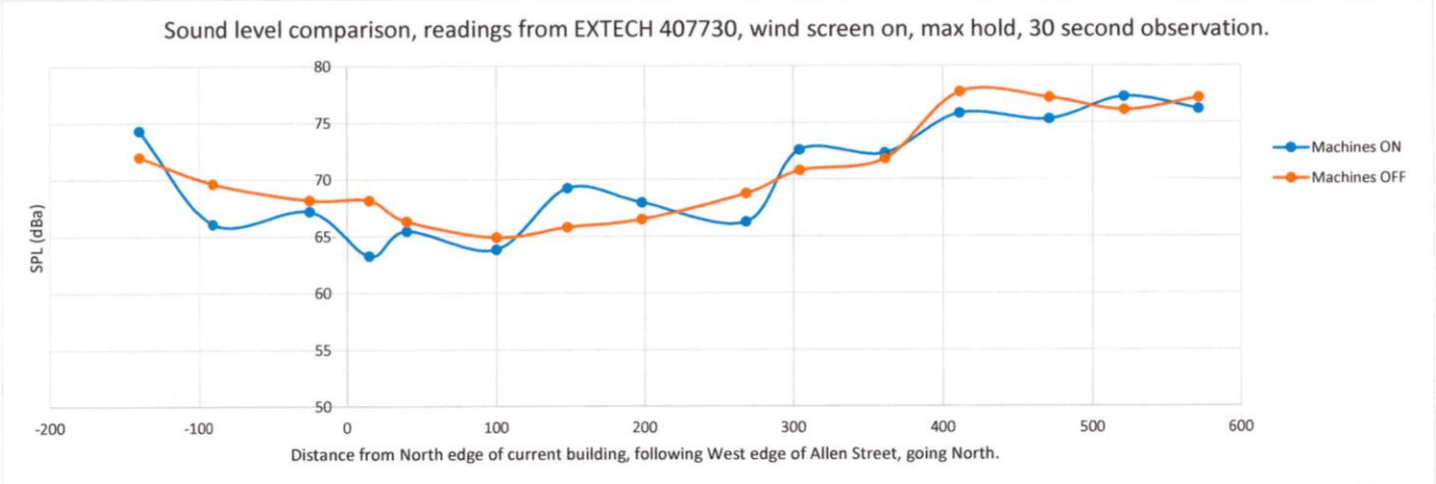
Sound level comparison, readings from EXTECH 407730, wind screen on, max hold, 30 second observation.



Friday

Location	Distance Between Points (FT)	Distance From Stop Sign (FT)	Distance From North East Corner Of KK Building (FT)	3/31/23 9:45AM, Machines ON	3/31/23 10:00AM (Break Time), Machines OFF	3/31/23 11:45AM, Machines ON	3/31/23 12:00PM (Lunch Time), Machines OFF	3/31/23 2:45PM, Machines ON	3/31/23 3:00PM (Break Time), Machines OFF	3/31/23 4:45PM, Machines ON	3/31/23 5:00PM (Closed), Machines OFF	Daily Average Machines ON	Daily Average Machines Off
Corner of Allen & Patton (stop sign)	0	0	-140	80.2	78.6	74.8	69	64.9	65.2	77.4	75.1	74.325	71.975
Even W/ KK South Side of Building	50	50	-90	68.8	67.5	66.9	68.3	65.5	64.2	63.1	78.4	66.075	69.6
Even W/ KK East Facing Bay Door	65	115	-25	75.9	65.2	64.4	74.5	64.9	66.8	63.5	66.1	67.175	68.15
2606 South Property Line	40	155	15	66.9	67.3	61.1	67.8	62	68.4	63.1	69	63.275	68.125
2606 Mail Box	25	180	40	67.1	63.9	65.6	68.3	64.8	66.4	64.3	66.6	65.45	66.3
2606/2602 Property Line	60	240	100	66.9	65.4	62.6	59.6	65.8	66.9	60.1	67.6	63.85	64.875
2602 Mail Box	48	288	148	84.4	65.2	61.6	61	66.6	71.3	64.3	65.6	69.225	65.775
2516 Mail Box	50	338	198	82.1	68.8	60.8	64	64.6	68.8	64.3	64.2	67.95	66.45
2514 Mail Box	70	408	268	68.6	73.9	62.9	64.8	66.1	67.3	67.4	68.9	66.25	68.725
2512 Mail Box	36	444	304	82.5	72.8	66.3	67.8	74.2	73.3	67.4	69	72.6	70.725
2510 Mail Box	57	501	361	75.9	75.6	67.8	68.8	76.6	74.2	69	68.6	72.325	71.8
Even w/ large tree at 2505	50	551	411	85	81.4	75.1	78.4	75.1	74.8	68.1	76.1	75.825	77.675
2504 Mail Box	60	611	471	77.2	78.4	76.6	77.4	79.3	77.8	68.2	75.1	75.325	77.175
2502 Mail Box	50	661	521	81.9	73.9	77.2	76.8	76.1	78.8	73.9	74.8	77.275	76.075
End Of street	50	711	571	78	78.6	75.4	71.3	75.1	79.2	76.3	79.5	76.2	77.15

Sound level comparison, readings from EXTECH 407730, wind screen on, max hold, 30 second observation.





ORDINANCE NO.                      M-C SERIES

ORDINANCE GRANTING A REZONE TO ALK PROPERTIES, 317  
PATTON STREET, FROM BUSINESS TO COMMERCIAL SO CURRENT  
BUSINESS CAN BE CONTIGUOUS WITH EXPANSION OF 2616 LENA  
STREET AND 2606 ALLEN STREET.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a rezone to ALK Properties, 317 Patton Street, from Business to Commercial so current business can be contiguous with expansion of 2616 Lena Street and 2606 Allen Street for the following described property:

LOT 4, 5, 6, 7, 8, 9 WILLIE PICARD SUB

BE IT FURTHER ORDAINED that this rezone is contingent upon the adoption of the rezones for 2616 Lena Street and 2606 Allen Street.

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

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

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

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

BE IT FURTHEREST ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a rezone to ALK Properties, 317 Patton Street, from Business to Commercial so current business can be contiguous with expansion of 2616 Lena Street and 2606 Allen Street.

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

\_\_\_\_\_  
DRU ELLENDER, Chairman

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

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk

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

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk



CITY OF SULPHUR  
APPLICATION FOR  
DEVELOPMENT APPROVAL

Date Received \_\_\_\_\_ \$50.00 Fee (Non-Refundable) \_\_\_\_\_  
(Exact cash or check only)

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

PRINT NAME KIM KOOL INC. DATE 3/6/2023

PROPERTY OWNER INFORMATION

Name of Property Owner TRAVIS MARBURGER (ALK PROPERTIES)  
(Owner must provide proof of ownership such as property tax record or recorded deed)  
Mailing Address: 2619 LENA STREET City: SULPHUR State: LA Email: TMARBURGER@KIMKOOL.COM  
Physical Address: 2619 LENA STREET, Lots 4 & 5, Parcel # 01121030 City: SULPHUR State: LA  
Phone Number (H) USE CELL (W) 337-527-5519 (C) 337-302-8513

PROPERTY INFORMATION

Location Address: 2619 Lena Street, Sulphur La 70665,  
Present Zoned Classification: Business

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

@031010-1451- 0004 0000 @031010-1451- 0005 0000 LOTS 4,5 WILLIE PICARD SUB, SW SE SEC 3.10.10 IMPS 89/CK REF1-EARL J BARRILLEAUX B 1927 P 439, B 1930 P 16 P 18-86 REF2-KIM'S RADIATOR AND MANUFACTURING COMPANY INC B 2855 P 742-2000

DO YOU CURRENTLY HAVE ANY PENDING VIOLATION WITH ANY ORDINANCE OF THE CITY OF SULPHUR YES NO X  
YOU, OR A REPRESENTATIVE, MUST ATTEND BOTH LAND USE AND CITY COUNCIL MEETING INITIAL TM

REQUEST INFORMATION

☒ REZONE ☐ EXCEPTION ☐ SUBDIVISION ☐ BILLBOARD ☐ PRE. PLAT ☐ FINAL PLAT  
☐ DOES REZONE REQUIRE FENCING NAME OF SUBDIVISION WILLIE PICARD

Zoning Change: From Business To Commercial

Purpose of Request: To rezone from business to commercial which will put property use in compliance. This rezoning is with the contingency of rezoning 2616 Lena and 2606 Allen street from residential to commercial for business expansion.

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

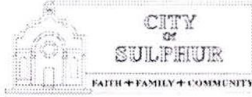
Further, I do certify that the property for which the above request is being made does not hold any restrictions or covenants that would be in conflict with said request.

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

Applicant Signature: [Signature] Date: 3-6-23

	Yes	No	N/A
1. Is site located within the City Limits?	<u>X</u>	<u>      </u>	<u>      </u>
2. Will the proposed use be a nuisance to the surrounding area because of odors, vibrations, unsightly areas or other unwarranted elements?	<u>      </u>	<u>X</u>	<u>      </u>
3. Is the capacity of the road and off-street parking facilities adequate for use by the proposed development?	<u>X</u>	<u>      </u>	<u>      </u>
4. Will the location be served by a fire protection?	<u>X</u>	<u>      </u>	<u>      </u>
5. Can the proposed development be expected to adversely affect the character/aesthetics of the area involved?	<u>      </u>	<u>X</u>	<u>      </u>
6. Is property within a designated flood hazard area?	<u>X</u>	<u>      </u>	<u>      </u>
Flood zone classification <u>      </u> AE bfe <u>13</u> ft.			





CITY OF SULPHUR  
APPLICATION FOR  
DEVELOPMENT APPROVAL

Date Received \_\_\_\_\_ \$50.00 Fee (Non-Refundable) \_\_\_\_\_  
(Exact cash or check only)

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PRINT NAME KIM KOOL INC. DATE 3/6/2023

PROPERTY OWNER INFORMATION

Name of Property Owner TRAVIS MARBURGER (ALK PROPERTIES)

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

Mailing Address: 2619 LENA STREET City: SULPHUR State: LA Email: TMARBURGER@KIMKOOL.COM

Physical Address: 317 Patton Street, lots 6,7,& 8, Parcel 00134775 City: SULPHUR State: LA

Phone Number (H) USE CELL (W) 337-527-5519 (C) 337-302-8513

PROPERTY INFORMATION

Location Address: 2619 Lena Street, Sulphur La 70665

Present Zoned Business

Classification:

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

@031010-1451- 0006 0000 LT 6 PICARD, WILLIE @031010-1451- 0007 0000 @031010-1451- 0008 0000 LTS 7,8 PICARD, WILLIE IMPS 02/ CMS REF1-ASSESSED WD 4, B 496 P 381, B 584 P 165, B 606 P 151,P 153-85 REF2-PART ARTHUR JACOB ELLENDER AND TERESA AND PART ARTHUR J ELLENDER B 2463 P 381-94 REF3-ELLENDER, BENNY ALLEN ET AL B 2628 P 507-97

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

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

REQUEST INFORMATION

☒ REZONE ☐ EXCEPTION ☐ SUBDIVISION ☐ BILLBOARD ☐ PRE. PLAT ☐ FINAL PLAT  
☐ DOES REZONE REQUIRE FENCING NAME OF SUBDIVISION WILLIE PICARD

Zoning Change: From Business To Commercial

Purpose of Request: To rezone from business to commercial which will put property use in compliance. This rezoning is with the contingency of rezoning 2616 Lena and 2606 Allen street from residential to commercial for business expansion.

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

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

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


Applicant Signature: [Signature] Date: 3-6-23

	Yes	No	N/A
1. Is site located within the City Limits?	<u>X</u>		
2. Will the proposed use be a nuisance to the surrounding area because of odors, vibrations, unsightly areas or other unwarranted elements?		<u>X</u>	
3. Is the capacity of the road and off-street parking facilities adequate for use by the proposed development?	<u>X</u>		
4. Will the location be served by a fire protection?	<u>X</u>		
5. Can the proposed development be expected to adversely affect the character/aesthetics of the area involved?		<u>X</u>	
6. Is property within a designated flood hazard area?	<u>X</u>		
Flood zone classification <u>AE</u> bfe <u>13</u> 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:** 3. Rezone 317 Patton Street from Business to Commercial

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**Summary of Recommendation:**

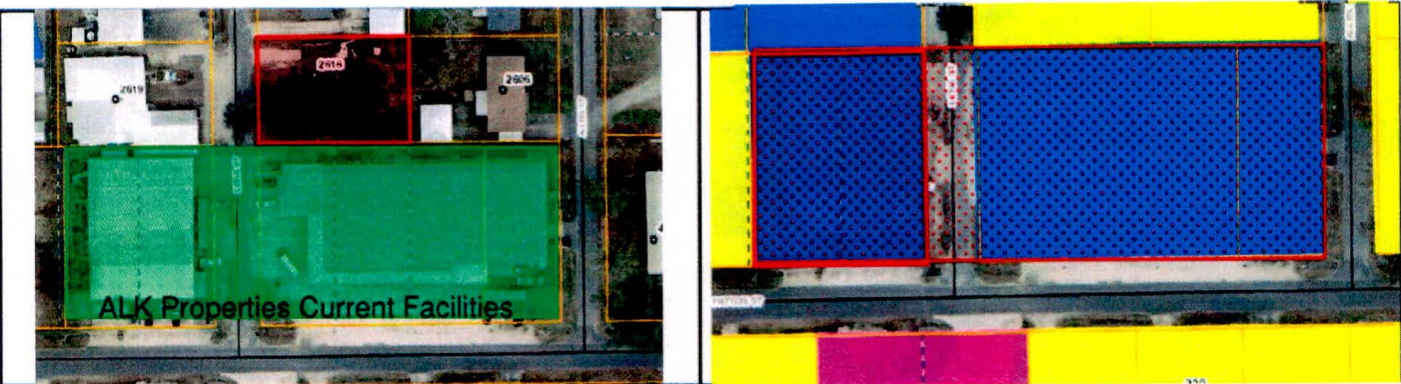
No objection to the rezone request.

**Application:**

Resolution 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.

**Situation:**

Applicant has owned, for many years, the Residential properties to the North of their existing facilities for future expansion purposes. Now that the applicant is ready for expansion, a rezone from Residential to Commercial has been requested for both 2616 Lena and 2606 Allen prior to moving forward with design efforts. This rezone request is contingent upon the adoption of the rezones for 2616 Lena and 2606 Allen Street.





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### **Findings:**

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

1. The property was originally zoned Business after the adoption of comprehensive zoning in 2003. The City did not adopt the Commercial District until 2007. There is a commercially zoned lot across Patton to the South.
2. Since the activities conducted at the facility are Commercial in nature; upon adoption of Commercial District in 2007, the use became and continues to be a legal nonconforming use.

### **Recommendation:**

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

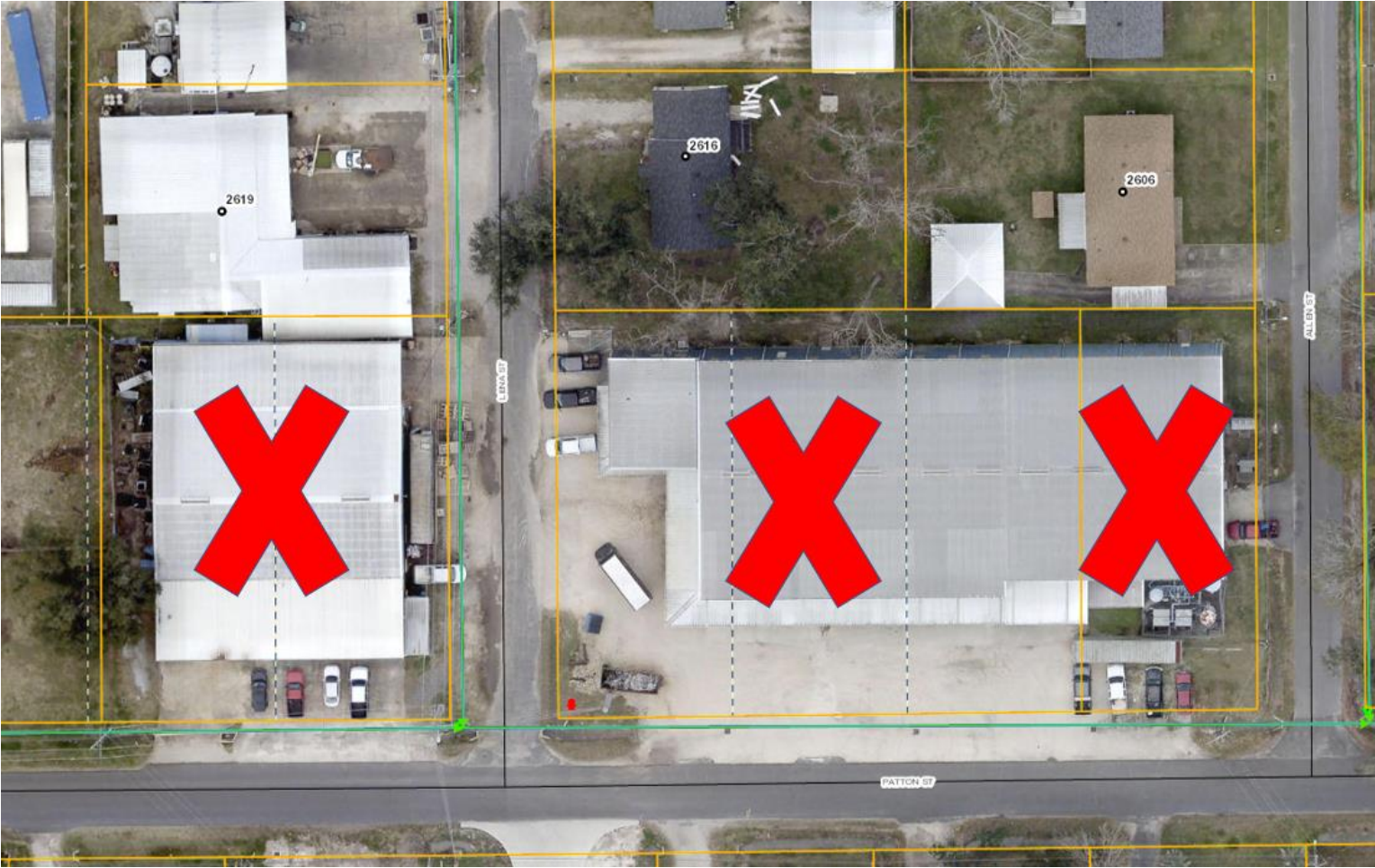
The following stipulations are suggested:

1. None







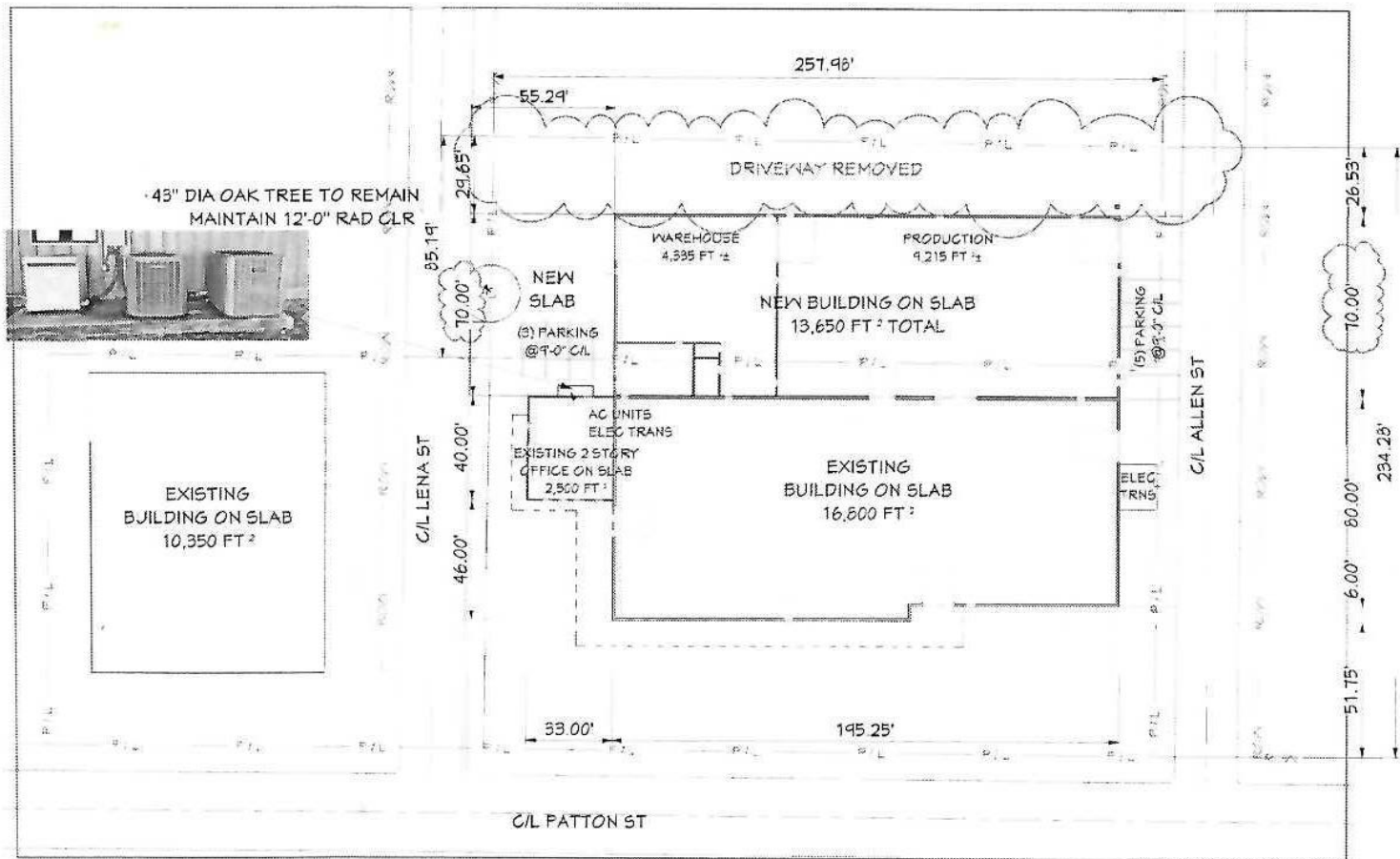












RESOLUTION NO. \_\_\_\_\_, M-C SERIES

RESOLUTION GRANTING A VARIANCE TO MANRIQUE REINA, 1231  
FRANKLIN STREET, TO ALLOW FOR A MOBILE HOME TO BE GREATER  
THAN 10 YEARS (1996).

WHEREAS, in accordance with Chapter 14, Section 5(a)(1)(a) of the Code of Ordinances, a variance may be considered by City Council for mobile/manufactured homes that are greater than 10 years of age.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a variance to Manrique Reina, 1231 Franklin Street, to allow for a mobile home to be greater than 10 years (1996) for the following described property:

LOT D AND E OF SHILTS 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 FURTHEREST RESOLVED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a variance to Manrique Reina, 1231 Franklin Street, to allow for a mobile home to be greater than 10 years (1996).

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

\_\_\_\_\_  
DRU ELLENDER, Chairman

ATTEST:

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk



CITY OF SULPHUR  
APPLICATION FOR

DEVELOPMENT APPROVAL - VARIANCE

Date Received

4-20-23

\$50.00 Fee (Non-Refundable)

pd.

(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 Reina manrique

Date 04-17-23

PROPERTY OWNER INFORMATION

Name of Property Owner MANRIQUE REINA

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

Mailing Address: 1122 W Verdine St City: Sulphur State: LA Email: reinaen1985@gmail.com

Physical Address: 1231 Franklin City: Sulphur State: \_\_\_\_\_

Phone Number (H) 919 966 7884 (W) \_\_\_\_\_ (C) \_\_\_\_\_

PROPERTY INFORMATION

Location Address: Franklin street LA 70663

Present Zoned Classification: Mixed Residential

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

Lot D, E shifts Sub.

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 RM

VARIANCE REQUEST INFORMATION

Purpose of Variance Request: To allow a 1996 16x76 mobile home on property. Mobile home is located at 1122 W. Verdine Lot 21 to be moved on the SW corner of Franklin/Clara-1231 Franklin St.

How did you find out you needed a variance? Inspection Dept.

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: [Signature] Date 04-17-23

1. Is site located within the City Limits?

☒ Yes

No

N/A

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

NO

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

NO

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

Yes

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

NO

6. Is property within a designated flood hazard area?

NO

Flood zone classification \_\_\_\_\_ bfe \_\_\_\_\_ ft.





































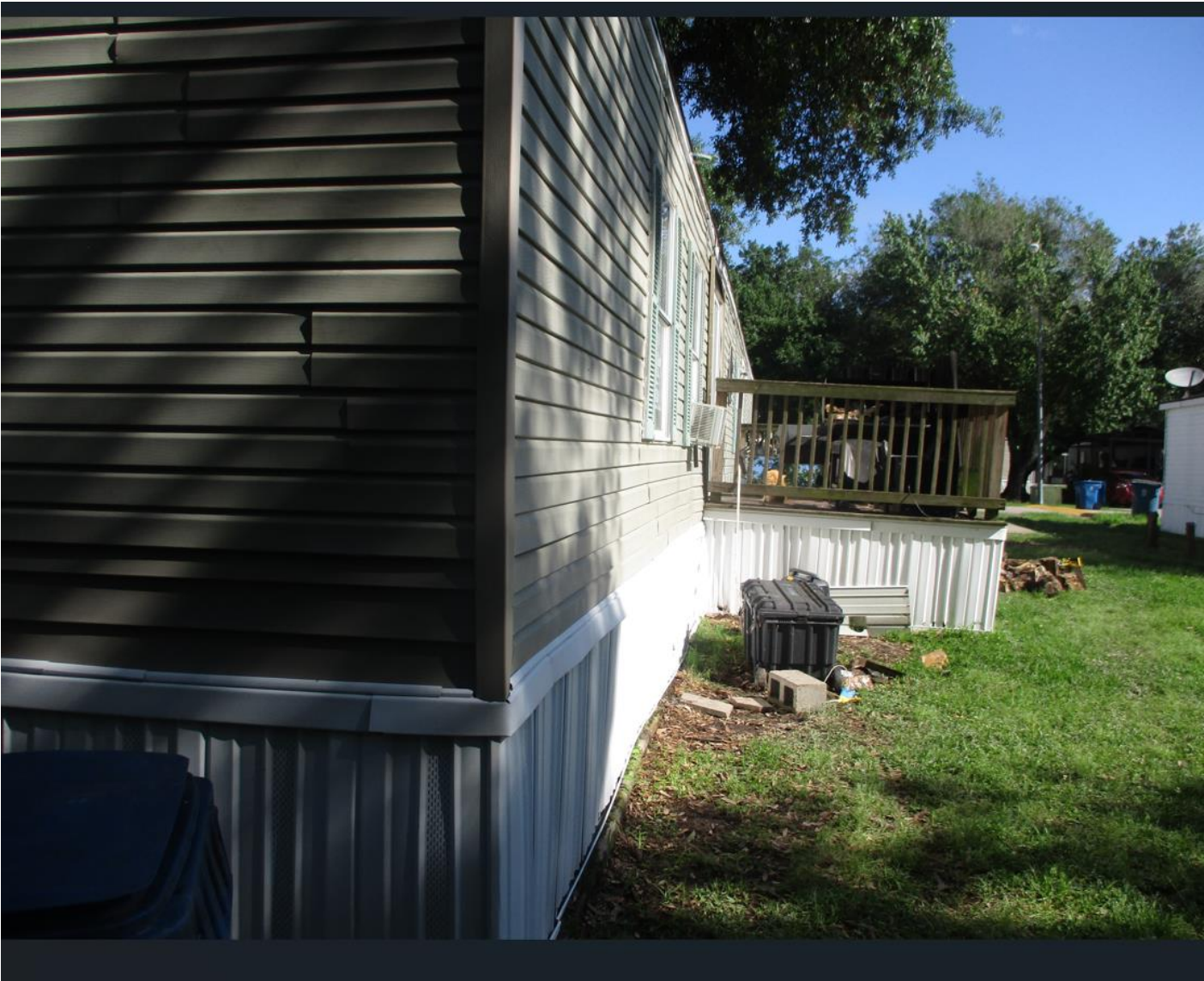


04/25/2023 09:09









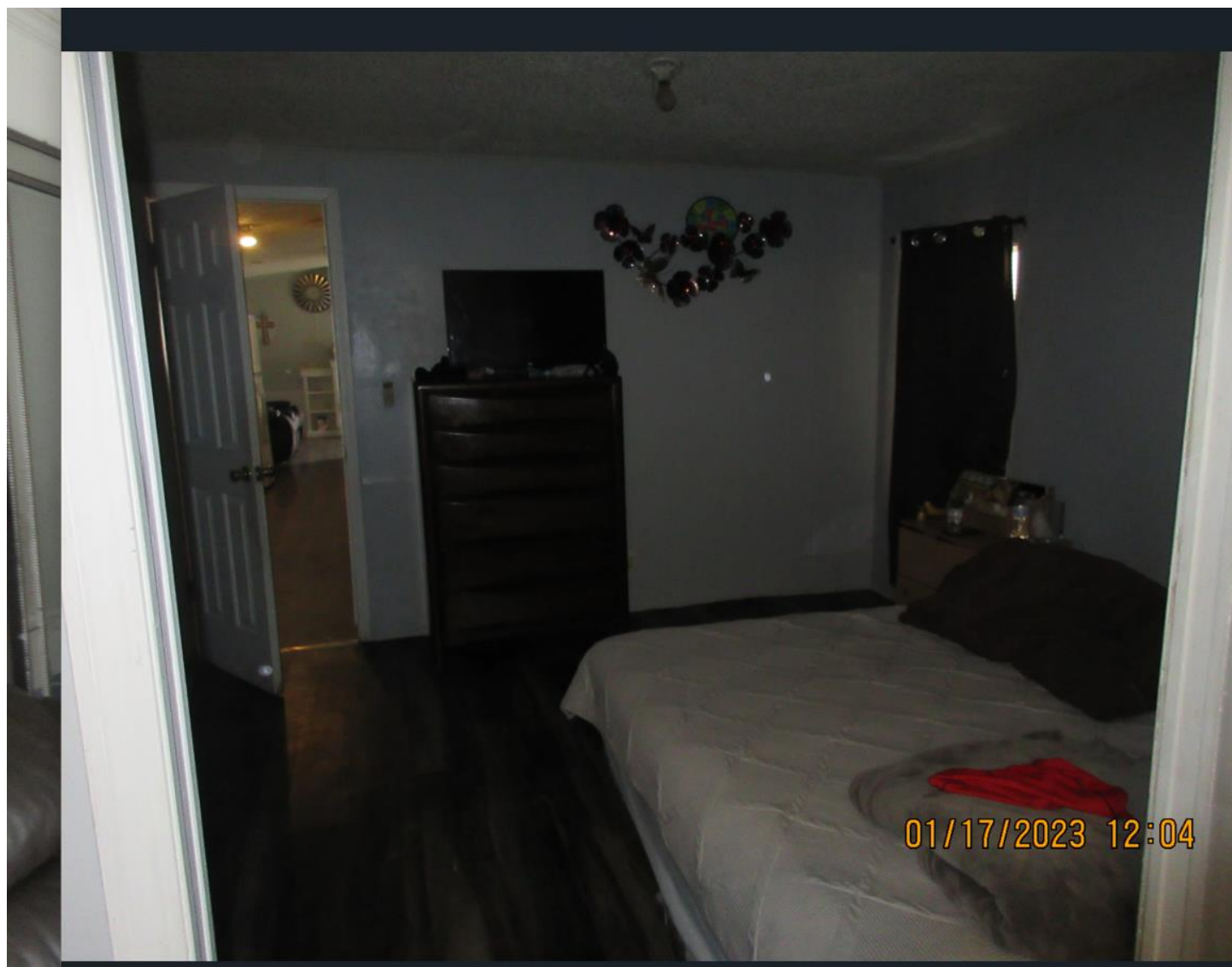


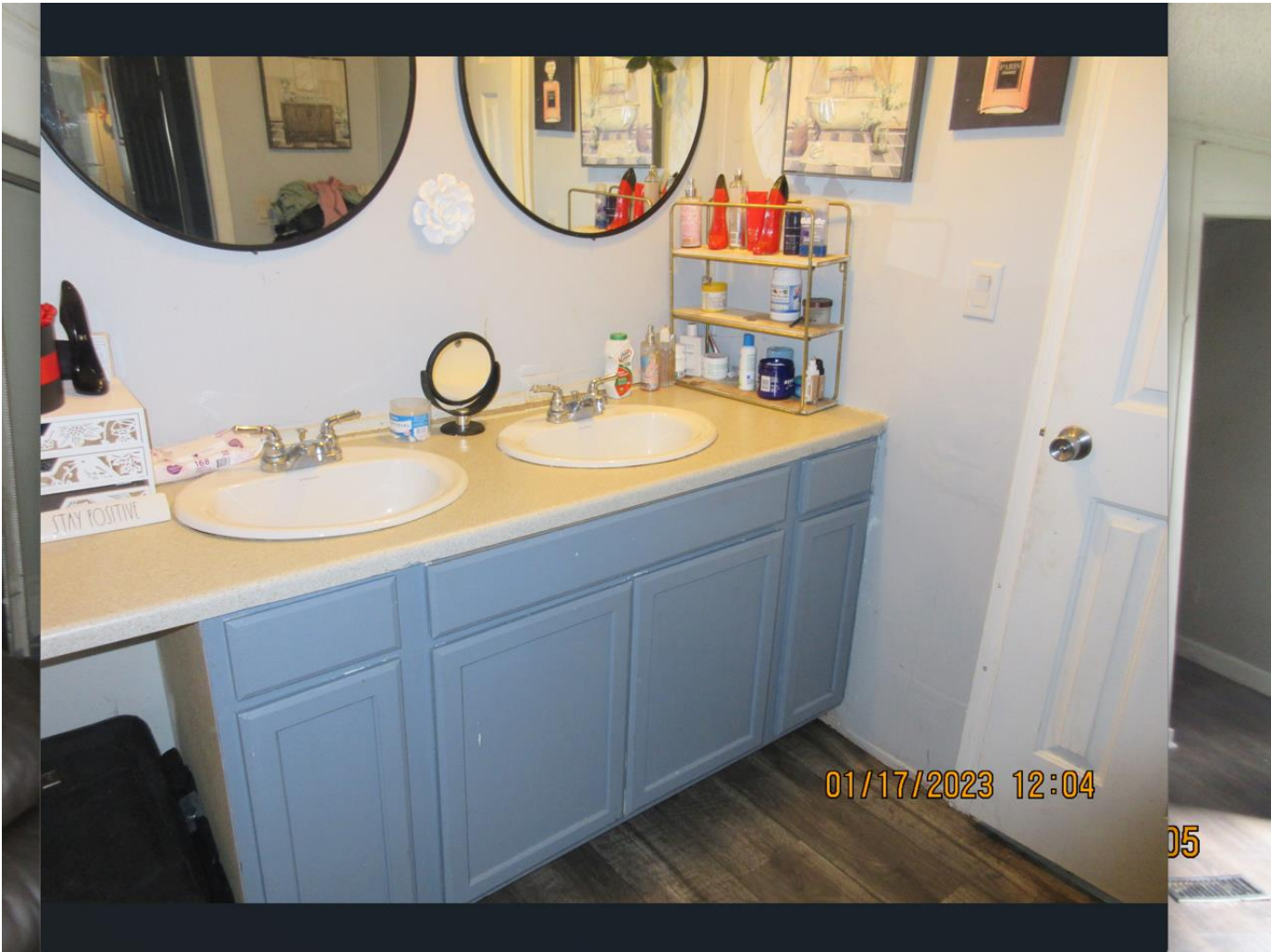








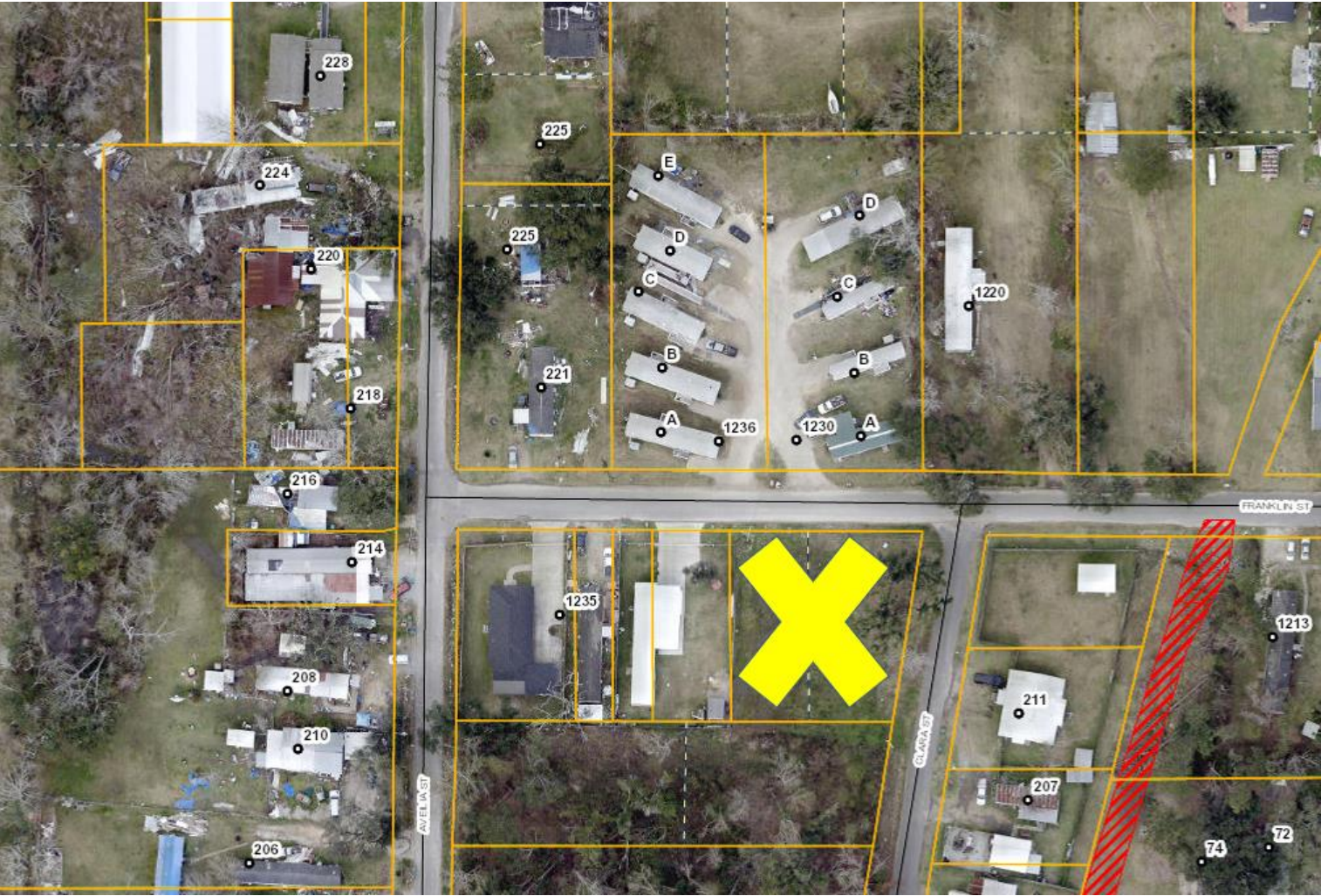
























AN ORDINANCE ADOPTING THE ANNUAL BUDGET OF REVENUES AND EXPENDITURES FOR THE FISCAL YEAR JULY 1, 2023, TO JUNE 30, 2024, FOR THE CITY OF SULPHUR, LOUISIANA.

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.

\_\_\_\_\_  
DRU ELLENDER, Chairman

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

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk

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

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk

CITY OF SULPHUR  
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		Current Year				Upcoming Year			
	FY 2022-2022		FY 2022-2023				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	% Change Last Projected Actual Result at Year End vs. Proposed Budget	
<b>OPERATING REVENUES:</b>										
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	13.32%	
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	12.68%	
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	12.93%	
<b>OPERATING EXPENSES - BY DEPARTMENT:</b>										
Administration	436,090	755,055	755,055	382,952	296,935	679,887	-9.96%	791,342	16.39%	
Utility Billing	647,152	557,335	557,335	312,927	194,111	507,038	-9.02%	632,490	24.74%	
Water Operation	2,183,233	2,637,393	2,637,393	1,339,823	622,346	1,962,169	-25.60%	2,583,494	31.67%	
Water Maintenance	948,850	775,524	775,524	779,093	206,036	985,129	27.03%	979,660	-0.56%	
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	-1.07%	
Wastewater Maintenance	913,912	734,133	734,133	321,421	158,020	479,441	-34.69%	825,279	72.13%	
Total Expenses BY Department	10,777,501	11,200,446	11,200,446	7,721,722	3,169,823	10,891,545	-2.76%	12,023,197	10.39%	
<b>OPERATING EXPENSES - BY CHARACTERS:</b>										
Salaries	2,039,615	1,624,323	1,624,323	1,236,383	610,268	1,846,651	13.69%	2,076,547	12.45%	
Employee benefits	902,795	875,074	875,074	617,750	352,105	969,855	10.83%	1,207,240	24.48%	
Travel and training	17,349	28,069	28,069	10,067	6,000	16,067	-42.76%	34,510	114.79%	
Maintenance	2,219,186	1,846,430	1,846,430	2,305,579	442,870	2,748,449	48.85%	2,539,535	-7.60%	
Utilities	848,452	644,590	644,590	721,458	253,100	974,558	51.19%	924,500	-5.14%	
Professional and contractual services	576,458	699,339	699,339	351,159	302,026	653,185	-6.60%	781,490	19.64%	
Operating cost	134,869	141,516	141,516	88,216	53,535	141,751	0.17%	162,200	14.43%	
Insurance	263,820	234,660	234,660	80,323	152,925	233,248	-0.60%	327,145	40.26%	
Supplies	364,584	336,743	336,743	367,670	41,000	408,670	21.36%	494,330	20.96%	
General equipment under \$5,000	43,384	111,500	111,500	22,631	85,300	107,931	-3.20%	128,900	19.43%	
Depreciation	3,366,989	2,849,777	2,849,777	1,920,486	870,694	2,791,180	-2%	3,346,800	19.91%	
Total Expenses by Characters	10,777,501	9,392,021	9,392,021	7,721,722	3,169,823	10,891,545	15.97%	12,023,197	10.39%	
<b>OPERATING INCOME (LOSS):</b>										
	(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	% Change Last Projected Actual Result at Year End vs. Proposed Budget
<b>NON-OPERATING REVENUES (LOSS):</b>									
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%
<b>INCOME (LOSS) BEFORE TRANSFERS:</b>	(786,580)	(1,009,520)	(1,009,520)			(1,713,936)		(1,697,188)	
<b>TRANSFERS AND CAPITAL CONTRIBUTIONS:</b>									
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	
<b>TOTAL NET ASSETS, BEGINNING:</b>	59,611,634	58,825,054	58,825,054			58,825,054		58,825,054	
<b>TOTAL NET ASSETS, ENDING:</b>	\$ 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	Year-to-Date as of February 10, 2023	Actual	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	\$ 17,450,000	-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	3,315,000	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	1,600,000	-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	1,527,750	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	2,088,700	-3.60%	2,088,700	13.71%	
Fines and forfeitures	120,213	122,000	122,000	66,717	\$ 61,000	127,717	132,000	4.69%	132,000	3.35%	
Code Enforcement	29,363	32,000	32,000	48,450	\$ 10,400	58,850	53,000	83.91%	53,000	-9.94%	
Gaming revenue	776,299	900,000	900,000	208,668	\$ 500,000	708,668	800,000	-21.26%	800,000	12.89%	
Grants	-	10,000	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	50,500	344.43%	50,500	-63.35%	
Other Revenue	121,543	137,020	137,020	240,764	\$ 30,750	271,514	156,020	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	27,182,970	-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	1,174,000	-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	1,174,000	-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	5,000,000	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	5,000,000	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	\$ 33,356,970	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	\$ 7,154,991	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	7,130,758	-14.34%	7,130,758	10.55%	
Inspections	674,616	678,285	678,285	360,235	195,715	555,950	726,286	-18.04%	726,286	30.64%	
Municipal Services	216,031	420,045	420,045	161,102	80,418	241,520	462,102	-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	6,325,087	-15.40%	6,325,087	17.71%	
Animal Control	308,435	345,530	345,530	211,630	107,273	318,903	355,089	-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	5,097,034	6.67%	5,097,034	4.23%	
Shop	546,458	533,255	533,255	377,441	208,682	586,123	543,829	9.91%	543,829	-7.22%	
Debt Service	267,479	288,688	288,688	255,532	23,140	278,672	288,688	-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	\$ 28,083,864	-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			
	Audited	Original Budget	Last Adopted Budget	Year-to-Date as of February 10, 2023	Actual	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										
Police										
Total Expenditures by Department										
	\$ 16,204,510	\$ 12,430,443	\$ 12,430,443	\$ 7,821,117	\$ 4,751,132	\$ 12,572,249	\$ 14,628,019	1.14%	\$ 14,628,019	16.35%
	7,083,517	7,530,245	7,530,245	4,100,803	2,349,651	6,450,454	7,130,758	-14.34%	7,130,758	10.55%
	6,189,781	6,351,653	6,351,653	3,420,291	1,953,097	5,373,388	6,325,087	-15.40%	6,325,087	17.71%
	\$ 29,477,808	\$ 26,312,341	\$ 26,312,341	\$ 15,342,211	\$ 9,053,880	\$ 24,396,091	\$ 28,083,864	-7.28%	\$ 28,083,864	15.12%
SUMMARY OF EXPENDITURES - BY CHARACTERS:										
Characters										
Salaries										
Employee benefits										
Travel and training										
Maintenance										
Utilities										
Professional and contractual services										
Operating cost										
Insurance										
Supplies										
General equipment under \$5,000										
Equipment and other acquisitions over \$5,000										
Special and other Activities										
Total Expenditures by Characters										
	\$ 10,735,483	\$ 10,753,346	\$ 10,753,346	\$ 6,274,856	\$ 3,221,605	\$ 9,496,461	\$ 10,339,815	-11.69%	\$ 10,339,815	8.88%
	5,800,956	5,913,852	5,913,852	3,315,128	1,667,761	4,982,889	5,673,701	-15.74%	5,673,701	13.86%
	117,095	180,930	180,930	52,898	55,672	108,570	216,454	-39.99%	216,454	99.37%
	1,785,284	470,954	470,954	892,507	499,164	1,391,671	1,240,685	195.50%	1,240,685	-10.85%
	651,702	711,200	711,200	486,913	229,146	716,059	747,395	0.68%	747,395	4.38%
	6,934,334	3,633,164	3,633,164	2,433,692	1,392,673	3,826,365	4,289,092	5.32%	4,289,092	12.09%
	486,223	503,241	503,241	284,849	130,601	415,450	564,538	-17.45%	564,538	35.89%
	1,378,297	1,315,264	1,315,264	401,268	893,368	1,294,636	1,748,216	-1.57%	1,748,216	35.04%
	321,243	565,138	565,138	185,090	167,233	352,323	441,040	-37.66%	441,040	25.18%
	253,988	406,860	406,860	167,145	275,300	442,445	413,032	8.75%	413,032	-6.65%
	391,084	1,124,100	1,124,100	294,985	122,919	417,904	1,653,050	-62.82%	1,653,050	295.56%
	622,119	734,292	734,292	552,880	398,438	951,318	756,846	29.56%	756,846	-20.44%
	\$ 29,477,808	\$ 26,312,341	\$ 26,312,341	\$ 15,342,211	\$ 9,053,880	\$ 24,396,091	\$ 28,083,864	-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										
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	\$ 25,203,691			\$ 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
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**1% Sales and Use Tax ( b ):**

General Fund:

Capital and operating	8,600,000	8,800,000
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**.5% Sales and Use Tax ( c ):**

Street Improvement Capital Project Fund:

Improvement Projects	2,580,000	2,640,000
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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
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**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
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SUMMARY OF REVENUES - BY SOURCE

	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		Proposed Budget	% Change Last Projected Actual Result at Year End vs. Proposed Budget
							Projected Actual Result at Year End	Result at Year End		
State sources:										
State Seizure Funds	9,525	100,000	100,000	-	50,000	50,000		-50.00%	100,000	100.00%
Interest on Investments	916	1,200	1,200	550	250	800		-33.33%	1,200	50.00%
Other Revenue	-	10,000	10,000	-	10,000	10,000		0.00%	10,000	0.00%
Total Revenues from State Sources	10,441	111,200	111,200	550	60,250	60,800		-45.32%	111,200	82.89%
Federal sources:										
Federal Seizure Funds	-	15,000	15,000	-	10,000	10,000		-33.33%	15,000	50.00%
Interest on Investments	13	300	300	150	75	225		-25.00%	300	33.33%
Other Revenue	-	500	500	-	-	-		-100.00%	500	0.00%
Total Revenues from Federal Sources	13	15,800	15,800	150	10,075	10,225		-35.28%	15,800	54.52%
Total Revenues by Sources	\$ 10,454	\$ 127,000	\$ 127,000	\$ 700	\$ 70,325	\$ 71,025		-44.07%	\$ 127,000	78.81%

SUMMARY OF EXPENDITURES  
BY DEPARTMENT AND FUNCTION:

Department and Function										
Public Safety										
Police										
Total Expenditures by Department and Function	\$ 38,395	\$ 122,500	\$ 122,500	\$ 68,238	\$ 20,000	\$ 88,238		-27.97%	\$ 214,500	143.09%
	\$ 38,395	\$ 122,500	\$ 122,500	\$ 68,238	\$ 20,000	\$ 88,238		-27.97%	\$ 214,500	143.09%

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	100,000	68,238	-	68,238		-	192,000	181.37%
Special and other Activities	-	22,500	22,500	-	20,000	20,000		-11.11%	22,500	12.50%
Total Expenditures by Characters	\$ 38,395	\$ 122,500	\$ 122,500	\$ 68,238	\$ 20,000	\$ 88,238		-27.97%	\$ 214,500	143.09%
Excess (deficiency) of revenues over (under) expenditures	\$ (27,941)	\$ 4,500	\$ 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	4,500	(67,538)	50,325	(17,213)			(87,500)	
Beginning Fund Balance	403,243	375,302	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
<b>SUMMARY OF PROJECTS BY FUND:</b>			
<b>Public Utility Fund:</b>			
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
<b>Street Improvement Capital Project Fund:</b>			
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 (Ruth, Henning, Hazel, Post Oak, Misc Gravel, EWS Mimosa, bridges)	2,271,617.71		2,271,617.71
	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
<b>Public Improvement Capital Project Fund:</b>			
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	Fairview
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	<del>37.00</del> 40.60	DHH Testing Fee	1.00
Commercial Outside	<del>74.00</del> 81.20	DHH Testing Fee	1.00
Church Inside	<del>24.75</del> 26.40	DHH Testing Fee	1.00
Church Outside	<del>49.50</del> 52.80	DHH Testing Fee	1.00
Multi Commercial Inside	<del>37.00</del> 40.60	DHH Testing Fee	1.00
Multi Family Inside	<del>24.75</del> 26.40	DHH Testing Fee	1.00
Multi Family Outside	<del>49.50</del> 52.80	DHH Testing Fee	1.00
Residential Inside	<del>24.75</del> 26.40	DHH Testing Fee	1.00
Residential Outside	<del>49.50</del> 52.80	DHH Testing Fee	1.00
Trailer Park Inside	<del>24.75</del> 26.40	DHH Testing Fee	1.00
Trailer Park Outside	<del>49.50</del> 52.80	DHH Testing Fee	1.00
Utility Assistance Inside	<del>14.75</del> 16.40	DHH Testing Fee	1.00
Utility Assistance Outside	<del>39.50</del> 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	<del>37.00</del> Min Charge	<del>74.00</del> Min Charge
Next 25,000 gallons used per 100 gal. (5,001 to 30,000)	<del>.5386</del> .5802	<del>1.0773</del> 1.1604
Next 70,000 gallons used per 100 gal. (30,001 to 100,000)	<del>.4256</del> .4585	<del>.8512</del> .9170
Next over 100,000 gallons used per 100 gal. (100,001 & up)	<del>.2863</del> .3084	<del>.5726</del> .6169

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

First 5,000 gallons used – Min charge (0 to 5,000)	<del>36.25</del> Min Charge	<del>72.50</del> Min Charge
Next 25,000 gallons used per 100 gal. (5,001 to 30,000)	<del>.5386</del> .5802	<del>1.0773</del> 1.1604
Next 70,000 gallons used per 100 gal. (30,001 to 100,000)	<del>.4256</del> .4585	<del>.8512</del> .9170
Next over 100,000 gallons used per 100 gal. (100,001 & up)	<del>.2863</del> .3084	<del>.5726</del> .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.

\_\_\_\_\_  
DRU ELLENDER, Chairman

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

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk

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

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk

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	<del>40.35</del>	44.30
Commercial Outside	<del>80.70</del>	88.60
Church Inside	<del>27.60</del>	29.75
Church Outside	<del>55.20</del>	59.50
Multi Commercial Inside	<del>40.35</del>	44.30
Multi Family Inside	<del>27.60</del>	29.75
Multi Family Outside	<del>55.20</del>	59.50
Residential Inside	<del>27.60</del>	29.75
Residential Outside	<del>55.20</del>	59.50
Trailer Park Inside	<del>27.60</del>	29.75
Trailer Park Outside	<del>55.20</del>	59.50
Utility Assistance Inside	<del>17.35</del>	19.50
Utility Assistance Outside	<del>44.95</del>	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)	<del>40.35</del> Min Charge	<del>80.70</del> Min Charge
Next 25,000 gallons used per 100 gal. (5,001 to 30,000)	<del>.2990</del> .3221	<del>.5981</del> .6442
Next 70,000 gallons used per 100 gal. (30,001 to 100,000)	<del>.3642</del> .3923	<del>.7283</del> .7847
Next over 100,000 gallons used per 100 gal. (100,001 & up)	<del>.2451</del> .2640	<del>.4902</del> .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.

\_\_\_\_\_  
DRU ELLENDER, Chairman

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

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk

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

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk

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

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.

\_\_\_\_\_  
DRU ELLENDER, Chairman

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

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk

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

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk



ORDINANCE NO.                      M-C SERIES

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

Sewer:

<del>4" Residential Sewer Tap + \$15.00 Inspection Fee</del>	<del>\$350.00</del>	
6" Residential Sewer Tap + \$15.00 Inspection Fee	<del>\$475.00</del>	<b>\$800.00</b>
6" Commercial Sewer Tap + \$15.00 Inspection Fee	<del>\$500.00</del>	<b>\$800.00</b>
<del>8" Commercial Sewer Tap + \$15.00 Inspection Fee</del>	<del>\$625.00</del>	

**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.

\_\_\_\_\_  
DRU ELLENDER, Chairman

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

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk

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

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk

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

ORDINANCE 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~~ **\$23.25** PER QUALIFIED APPLICANT.

SECTION 4. Annual recertification of eligibility shall be required. Applications for said annual recertification shall be submitted by the 1<sup>st</sup> 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.

\_\_\_\_\_  
DRU ELLENDER, Chairman

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

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk

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

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk

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

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	<del>4.25</del> 1.35
Church Outside	<del>2.50</del> 2.70
Multi Commercial Inside	<del>4.25</del> 1.35
Multi Family Inside	<del>4.25</del> 1.35
Multi Family Outside	<del>2.50</del> 2.70
Residential Inside	1.35
Residential Outside	2.70
Trailer Park Inside	<del>4.25</del> 1.35
Trailer Park Outside	<del>2.50</del> 2.70
Utility Assistance Inside	<del>4.25</del> 1.35
Utility Assistance Outside	<del>2.50</del> 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.

\_\_\_\_\_  
DRU ELLENDER, Chairman

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

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk

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

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.

\_\_\_\_\_  
DRU ELLENDER, Chairman

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

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk

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

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk



(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

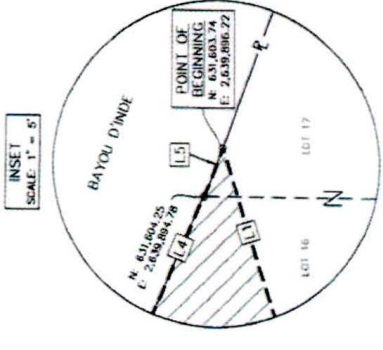
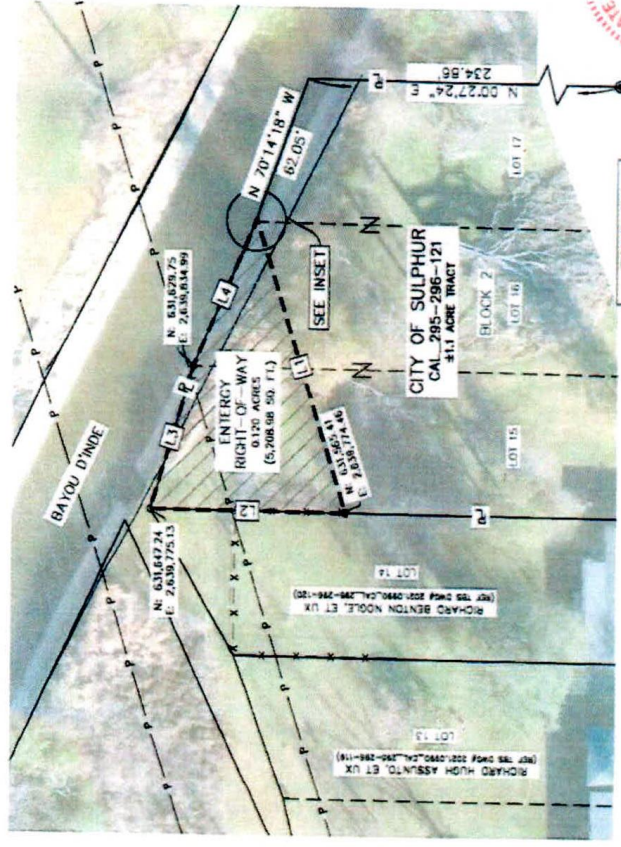
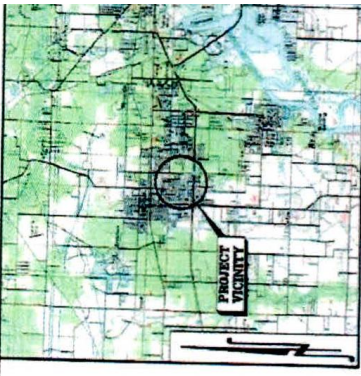


**BASIS OF BEARINGS:**  
BEARINGS ARE BASED ON GEOTIC OBSERVATION DERIVED FROM GPS OBSERVATIONS MADE DURING THE FIELD SURVEY. BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE LOUISIANA COORDINATE SYSTEM (SOUTH ZONE) 1983 DATUM. UNITS OF MEASUREMENT ARE IN U.S. SURVEY FEET.

**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. 2, T10S - R10W, CALCASIEU PARISH, LOUISIANA" 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



- 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'

THIS IS TO CERTIFY THAT THIS SURVEY WAS DONE BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL, THAT THE RIGHT OF WAY SURVEY WAS DONE ON THE PROPERTY OWNED BY ENTERGY LOUISIANA, L.L.C. AND THAT THE SURVEY WAS DONE IN ACCORDANCE WITH SECTION 2906 OF THE MOST RECENT EDITION OF THE LOUISIANA PROFESSIONAL ENGINEERS AND SURVEYORS ACT, AS SET FORTH IN THE CONSTITUTION OF THE STATE OF LOUISIANA, AND THAT THE SURVEY WAS DONE IN ACCORDANCE WITH THE ACCURACY SPECIFICATIONS AND POSITIONAL TOLERANCES ARE BASED ON RURAL AREA SURVEYS INDICATED IN THE ABOVE STANDARDS.

STATE OF LOUISIANA  
Shirley Skelton  
3/6/23  
Shirley J. Skelton, P.L.S. LA 5142

POINT OF COMMENCEMENT  
S.E. CORNER OF LOT 17  
N. 631.64224  
E. 26.3077513

**NOTES:**  
1) NO ADJUTANT HAS BEEN MADE BY T. BAKER SMITH, L.L.C. TO VERIFY TITLE, ACTUAL LITIGATION, OWNERSHIP, INTERESTS, 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.

**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

**SCALE: 1" = 50'**

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

**EXHIBIT "A"**

**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:** NAVD86  
**GRID UNITS:** US SURVEY FEET  
**REV NO. 01** **REV DATE:** 03/06/2022 **REV BY:** BPF  
**VERSION DESCRIPTION:** UPDATED OWNER  
**SHEET NO.:** 1 **OF** 1





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.

\_\_\_\_\_  
DRU ELLENDER, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this \_\_\_\_ day of \_\_\_\_\_, 2023, at \_\_\_\_ o’clock \_\_\_\_m.

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk

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

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk

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ORDINANCE NO.     , M-C SERIES

ORDINANCE AMENDING CHAPTER 9-21 OF THE CODE OF  
ORDINANCES OF THE CITY OF SULPHUR TO ADOPT THE 2021  
INTERNATIONAL FIRE CODE.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Chapter 9-21 of the Code of Ordinances of the City of Sulphur to adopt the 2021 International Fire Code as follows:

**Sec. 9-21. Adopted.**

That a certain document, three (3) copies of which are on file with the Council Clerk of the City of Sulphur, being marked and designated as the International Fire Code, 2021 edition, including Appendix Chapters B, C and D (see International Fire Code Section 101.2.1, 2003 edition), as published by the International Code Council, be and is hereby adopted as the Fire Code of the City of Sulphur, in the State of Louisiana, regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code on file in the office of the City of Sulphur are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance [the International Fire Code, 2006 edition].

BE IT FURTHER ORDAINED that all other paragraphs, subsections, clauses, phrases and words of this section, not specifically amended by this ordinance, are to remain the same.

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

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

\_\_\_\_\_  
DRU ELLENDER, Chairman

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

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk

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

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk



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

ORDINANCE AMENDING CHAPTER 5-21 OF THE CODE OF ORDINANCES OF  
THE CITY OF SULPHUR TO ADOPT THE 2021 LOUISIANA STATE UNIFORM  
CONSTRUCTION CODE.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Chapter 5-21 of the Code of Ordinances of the City of Sulphur to adopt the 2021 Louisiana State Uniform Construction Code as follows:

**Sec. 5-21. Uniform Construction Code adopted.**

In accordance with the requirements set forth in R.S. 40:1730.28, effective January 1, 2023 (except the National Electric Code which is presently in effect), the following is hereby adopted as the Louisiana State Uniform Construction Code:

- (1) International Building Code (IBC), 2021 edition, not including Chapter 11, Accessibility, Chapter 27, Electrical. The applicable standards referenced in that code are included for regulation of construction within this city. Furthermore, IBC shall only apply to the International Building Code.
- (2) International Existing Building Code (IEBC), 2021 edition, and the standards referenced in that code for regulation of construction within this city.
- (3) International Residential Code, 2021 edition, not including Part VIII-Electrical. The applicable standards referenced in that code are included for regulation of construction within this city. The enforcement of such standards shall be mandatory only with respect to new construction, reconstruction, additions to homes previously built to the International Residential Code, and extensive alterations.
- (4) International Mechanical Code (IMC), 2021 edition, and the standards referenced in that code for regulation of construction within this city.
- (5) The International Plumbing Code, 2021 edition. The applicable standards referenced in that code are included for regulation of construction within this city. The enforcement of such standards shall apply to the erection, installation, alteration, repairs, relocation, replacement, addition to, use or maintenance of plumbing systems within this jurisdiction. This code shall also regulate nonflammable medical gas, inhalation and anesthetic, vacuum piping, nonmedical oxygen systems and sanitary and condensate vacuum collections systems. The installation of fuel gas distribution piping and equipment, fuel-gas-fired water heaters and water heater venting systems shall be regulated by the International Fuel Gas Code.
- (6) International Fuel Gas Code (IFCG), 2021 edition, and the standards referenced in that code for regulation of construction within this city.
- (7) National Electric Code (NEC), 2020 edition. The standards referenced in that code for regulation of construction within this city.

BE IT FURTHER ORDAINED that all other paragraphs, subsections, clauses, phrases and words of this section, not specifically amended by this ordinance, are to remain the same.

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

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

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DRU ELLENDER, Chairman

---

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

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk

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

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk

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

ORDINANCE AUTHORIZING MAYOR DANAHAHAY TO SIGN THE LA DOTD MAINTENANCE AGREEMENT FOR MOWING AND LITTER PICKUP FOR FY YEAR ENDING JUNE 30, 2024.

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 the LA DOTD Maintenance Agreement for mowing and litter pickup for FY ending June 30, 2024.

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

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

\_\_\_\_\_  
DRU ELLENDER, Chairman

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

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk

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

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk





Office of the District Administrator  
5827 Hwy 90 | Lake Charles, LA 70615  
ph: 337-437-9100 | fx: 337-437-9260

John Bel Edwards, Governor  
Eric Kalivoda, Secretary

April 19, 2023

Mr. Mike Danahay, Mayor  
City of Sulphur  
PO Box 1309  
Sulphur, LA 70664

RE: Maintenance Agreement

Dear Mayor Danahay:

Enclosed are three (3) original, unsigned agreements between the Department of Transportation and Development (DOTD) and the City of Sulphur for maintenance including mowing and litter pickup for the period of July 1, 2023 through June 30, 2024.

Please have these agreements signed, witnessed and returned to DOTD prior to July 1, 2023.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kevin J. Seilhan", is written over a blue horizontal line.

Kevin J. Seilhan, P.E.  
Assistant District Administrator – Operations  
DOTD / District 07

KJS:cf

**MAINTENANCE AGREEMENT  
INCLUDING MOWING AND LITTER PICKUP**

**FOR THE FISCAL YEAR ENDING JUNE 30, 2024**

**BETWEEN**

**CITY OF SULPHUR**

**AND**

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

**AGREEMENT**

This **AGREEMENT**, ("Agreement") is made and entered into this \_\_\_\_\_ day of, \_\_\_\_\_, 2022, by and between the **STATE OF LOUISIANA**, through the Department of Transportation and Development, hereinafter referred to as ("**DOTD**"), represented herein by its Secretary or his duly authorized designee, and the City of Sulphur, hereinafter referred to as ("**Municipality**"), appearing herein through its Mayor, Mike Danahay, duly authorized.

**WITNESSETH:**

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

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

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

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

**ARTICLE I:**  
**Covered Roadways:**

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

**ARTICLE II:**  
**Mowing Litter and Trash Collection**

The **Municipality** shall conduct its operation in a manner such that the safety and convenience of the public shall be regarded as a priority. All equipment and traffic control devices shall be in accordance with the Manual on Uniform Traffic Control Devices. The



DOTD reserves the right to stop the **Municipality** from working or order any piece of equipment removed from the roadway or right of way should it be determined that the minimum safety standards are not being met.

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

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

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

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

The **Municipality** shall pick up and properly dispose of all trash and debris located on the State Roadways prior to conducting mowing operations. Litter and trash collection shall precede the mowing operation by no more than 24 hours. The **Municipality** shall perform litter and debris pick-up on all grass and vegetative areas, ditches, paved roadside shoulders and areas beneath overhead bridges and roadways. All litter, trash and debris uncovered by the mowing operation shall be picked up within 48 hours of the mowing operation. All litter, trash and debris shall be collected and piled or bagged off of the travel lanes and paved shoulders of the State Roadways and must be removed from the right-of-ways by the close of business the same workday that it is collected. **Municipality** shall provide, at its own expense, all equipment necessary to perform the duties provided for in this Agreement, including but not limited to, all trash bags, mowing and trimming equipment and herbicide applicators. **Municipality** shall record and document the amount of litter collected and report these amounts to the appropriate DOTD District Engineer at the time invoices are submitted for payment.

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

The **Municipality** shall mow grass and cut or otherwise control mowable vegetation along ditches, around signs, guardrails and bridge ends, trim overhanging grass along curbs, and remove litter and debris within the designated, dedicated or apparent right of



way. For purposes of this Agreement, mowable vegetation is defined as any trees, vegetation, brush, etc., that is two inches in diameter or less measured five inches above the ground. Mowing and litter removal shall be accomplished a minimum of four (4) times per year. The dates of the mowing operations shall be set forth on the Mowing Plan submitted by Municipality to Roadside Development Coordinator assigned to the DOTD District where the mowing operations are to take place.

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

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

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

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

### **ARTICLE III:** **Use of Herbicide/Chemicals in Mowing Operations**

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

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

Municipality shall notify DOTD of its intention to apply chemicals for growth retarding purposes. Said notification shall be in writing and shall be included in the Municipality's Roadside Management Plan. The Roadside Management Plan shall include projected mowing and spraying schedules for the yearly contract. All herbicide applicators must possess a Category 6 Pesticide Applicators license obtained through the Louisiana Department of Agriculture and Forestry. A copy of licenses shall be included in the

**Municipality's** Management Plan if the work is to be performed by **Municipality** employees. If herbicide/chemical application will be performed by **Municipality's** contractor, proof of insurance and required Louisiana licensing procedures shall be followed. The **DOTD** reserves the right to inspect and approve all forms of application equipment when making herbicide/chemical applications to **DOTD** Roadways and rights of ways.

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

The **DOTD** reserves the right to disallow the use of Integrated Roadside Management practices in sensitive areas or sites or sites deemed by **DOTD** as unsuitable for such practices.

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

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

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

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

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

#### **Spot Treatments:**

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



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

**ARTICLE IV:**  
**Reimbursement**

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

**ARTICLE V:**  
**Payments**

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

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

**ARTICLE VI:**  
**Substandard Performance**

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

**ARTICLE VII:**  
**Indemnification**

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

**ARTICLE VIII:**  
**Funding Contingency**

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



**ARTICLE IX:**  
**Limitation On Use of State Funds**

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

**ARTICLE X:**  
**Term and Cancellation**

This Agreement shall begin on **July 1, 2023**, and shall end on **June 30, 2024**, but may be terminated earlier under any or all of the following conditions:

By mutual agreement and consent of the parties hereto.

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

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

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

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

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

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

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



**ARTICLE XI:**  
**Claims for Liens**

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

**ARTICLE XII:**  
**Compliance With Laws**

The **Municipality** agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the **Municipality** agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

**ARTICLE XIII:**  
**Agreement Modifications**

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

**ARTICLE XIV:**  
**Disputes**

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

**ARTICLE XV:**  
**Record Keeping, Reporting and Audits**

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

Agreement, for inspection by the **DOTD** Audit Control Section, the Legislative Auditor, and/or the Office of the Governor, Division of Administration Auditors under State

and Federal Regulations effective as of the date of this Agreement and copies thereof shall be furnished if requested.

**ARTICLE XVI:**  
**Covenant Against Contingent Fees**

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

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

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

**ARTICLE XVII:**  
**Subletting, Assignment or Transfer**

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

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

**ARTICLE XVIII:**  
**Successors and Assigns**

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

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

**THUS DONE AND SIGNED** at \_\_\_\_\_, Louisiana, this \_\_\_\_ day of \_\_\_\_\_, 2023.

**WITNESSES**

**Municipality**

\_\_\_\_\_  
BY: \_\_\_\_\_  
(Signed Name)  
  
\_\_\_\_\_  
(Printed Name)

**Municipality: City of Sulphur**  
**Address: P.O. Box 1309 Sulphur LA 70664**  
**(337) 527-4500 (Phone)**  
**(337) 527-4529 (Fax)**  
  
**Tax ID. # 72-6001361**

**THUS DONE AND SIGNED** at Lake Charles, Louisiana, this \_\_\_\_ day of \_\_\_\_\_, 2023.

**WITNESSES: DOTD**

\_\_\_\_\_  
  
\_\_\_\_\_  
BY: \_\_\_\_\_  
SETH J. WOODS, P.E., M.S.C.M.  
DISTRICT ENGINEER ADMINISTRATOR



City of Sulphur Road description

EXHIBIT “A”

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

Total Undivided 7.76  
Total Divided 1.54  
Total Miles 9.30

“Exhibit B”

Municipality \_\_\_\_\_ Fiscal Year \_\_\_\_\_  
SRM No. \_\_\_\_\_  
Date from \_\_\_\_\_ Date to \_\_\_\_\_

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

Completed form shall be maintained by the municipality and shall be submitted to the DOTD district contact with the semi-annual

[illegible]

Signed By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

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

Resolution awarding low bid received for Sulphur Regional Wastewater Treatment Facility Phase 2 SBR Process Improvements and Hurricane Laura Damage Repairs DR4559-LA FEMA CAT E-Construction.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that bids for Sulphur Regional Wastewater Treatment Facility Phase 2 SBR Process Improvements and Hurricane Laura Damage Repairs DR4559-LA FEMA CAT E-Construction were opened and read aloud in an open and public bid session on Tuesday, April 18, 2023, at 2:00 p.m. and bids were as follows:

<u>Contractor</u>	<u>Base Bid Amount</u>
Wharton-Smith, Inc.	\$6,996,000.00
The Lemoine Company, LLC	Non-Responsive
<i>**Engineer's Estimate</i>	<i>\$7,000,000.00</i>

BE IT FURTHER RESOLVED that the City Council does hereby accept the recommendation of Mayor Mike Danahay and award the bid for Sulphur Regional Wastewater Treatment Facility Phase 2 SBR Process Improvements and Hurricane Laura Damage Repairs DR4559-LA FEMA CAT E-Construction as follows contingent upon receipt of the 10 Day Forms:

<u>Contractor</u>	<u>Base Bid Amount</u>
Wharton-Smith, Inc.	\$6,996,000.00

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

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

\_\_\_\_\_  
DRU ELLENDER, Chairman

ATTEST:

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk





**Meyer & Associates, Inc.**  
**Consulting Engineers**

Vernon F. Meyer, P.E.  
President

Richard T. Meyer, P.E.  
Vice President

April 19, 2023

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

Re: Sulphur Regional Wastewater Treatment  
Facility Phase 2 SBR Process Improvements  
and Hurricane Laura Damage Repairs  
DR4559-LA FEMA CAT E-Construction  
Award Recommendation  
Sulphur No. WP22-1  
M.A. Project No. A9-21073-DA

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 April 18, 2023.

**BID SUMMARY AND EVALUATION**

The following is a summary of the one (1) bid received:

Bidder	Base/alt. bid
Wharton-Smith, Inc.	\$6,996,000.00
The Lemoine Company, LLC	Non-Responsive
Engineer's Estimate	\$7,000,000.00

An itemized bid tabulation is attached for your review.

A review of the bid summary reveals that the lowest responsible bidder was Wharton-Smith, Inc. with a Total Base Bid of \$6,996,000.00. The Uniform Bid Form received from The Lemoine Company, LL was not the specified project bid form. The bid of The Lemoine Company, LLC was therefore non-responsive.



Mayor Mike Danahay  
April 19, 2023  
Page 2

It is our opinion that this amount provides a competitive and reasonable cost for performing the work called for in the plans and specifications.

**AWARD RECOMMENDATION**

Meyer & Associates, Inc. recommends award of this construction contract to Wharton-Smith, Inc. in the amount of their Total Base Bid of \$6,996,000.00 contingent upon receipt of the 10 Day Forms. Upon your concurrence with this award, the Notice of Award and Construction Contracts will be forthcoming under separate cover.

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.

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

Resolution authorizing Mayor Danahay to sign Quitclaim Deed between the City of Sulphur and Andrew John Drost, Jr., and Dorothy Kay Drost for a 15-foot strip of property in Rose Park #5 (property to the east 2729 St. Francis Street).

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Danahay to sign Quitclaim Deed between the City of Sulphur and Andrew John Drost, Jr., and Dorothy Kay Drost for a 15-foot strip of property in Rose Park #5 (property to the east 2729 St. Francis Street).

APPROVED AND ADOPTED by  
the City Council of the City of  
Sulphur, Louisiana, on this 8th  
day of May, 2023.

\_\_\_\_\_  
DRU ELLENDER, Chairman

ATTEST:

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk



STATE OF LOUISIANA  
PARISH OF CALCASIEU

**QUITCLAIM DEED**

BE IT KNOWN, that before the undersigned Notary Public, duly commissioned and qualified in and for the Parish of Calcasieu, State of Louisiana, and in the presence of the witnesses hereinafter named and undersigned PERSONALLY CAME AND APPEARED:

**THE CITY OF SULPHUR, (XX-XXX )** a political subdivision whose address for business purposes is \_\_\_\_\_, represented herein by its authorized \_\_\_\_\_, \_\_\_\_\_, pursuant to that certain Resolution filed \_\_\_\_\_, in Conveyance Book \_\_\_\_\_, Page \_\_\_\_\_, bearing Clerk's File No. \_\_\_\_\_, records of Calcasieu Parish, Louisiana, hereinafter referred to as "VENDOR,"

**AND**

**ANDREW JOHN DROST, JR. (XXX-XX-6334) and DOROTHY KAY DROST (XXX-XX )**, husband and wife, married to and living with each other, whose mailing address is 216 South Hazel Street, Sulphur, Louisiana 70663, Sulphur, Louisiana, 70663, hereinafter referred to as "VENDEE,"

All of whom appear herein to assert, acknowledge, confirm and declare the following:

In that certain Cash Sale Deed recorded on May 1, 1990 at Conveyance Book 2185, Page 313, Entry No. 2056139, records of Calcasieu Parish, Louisiana, ANDREW JOHN DROST, Jr. and DOROTHY KAY DROST purchased the following described immovable property ("the Vincent Property"):

**That certain piece or portion of ground, situated in the Parish of Calcasieu, State of Louisiana, more fully described as follows: The East fifteen feet (15') of Lot Five (5) of Block One (1) of ROSE PARK #5 SUBDIVISION, a subdivision of the South Half of the East Half of the Southeast Quarter of the Northeast Quarter (S/2 of E/2 of SE/4 of NE/4) of Section One (1), Township Ten (10) South Range Ten (10) West, Louisiana Meridian, situated in Calcasieu Parish, Louisiana.**

**Municipal Address; TBD St. Francis Street, Sulphur, Louisiana, 70663.**

The City of Sulphur, by virtue of that certain Tax Sale Deed recorded on June 4, 1991 at Conveyance Book 2249, Page 284, Entry No. 2093279, purported to acquire an interest in the above described fifteen (15) foot strip of land ("the fifteen (15) foot strip").

The validity and/or effectiveness of the Tax Sale Deed recorded on June 4, 1991 at Conveyance Book 2249, Page 284, Entry No. 2093279, and by extension the ownership claim of the City of Sulphur in and to the property purportedly conveyed therein, has been called into question, due to potential issues pertaining to the notices provided, or lack thereof, in connection with the Tax Sale.

VENDOR, The City of Sulphur, does hereby grant, bargain, convey, sell, transfer, assign, set over, relinquish, release, donate, abandon, quit-claim and deliver all of their right, title and interest that they have or may have in the subject property unto VENDEES, ANDREW JOHN

DROST, Jr. and DOROTHY KAY DROST here, present and accepting, for themselves, their successors, heirs and assigns, and who hereby acknowledge due delivery and possession thereof, the following described property located in Calcasieu Parish, Louisiana, to-wit:

**That certain piece or portion of ground, situated in the Parish of Calcasieu, State of Louisiana, more fully described as follows: The East fifteen feet (15') of Lot Five (5) of Block One (1) of ROSE PARK #5 SUBDIVISION, a subdivision of the South Half of the East Half of the Southeast Quarter of the Northeast Quarter (S/2 of E/2 of SE/4 of NE/4) of Section One (1), Township Ten (10) South Range Ten (10) West, Louisiana Meridian, situated in Calcasieu Parish, Louisiana.**

**Municipal Address; TBD St. Francis Street, Sulphur, Louisiana, 70663**

TO HAVE AND TO HOLD the above described property unto the ANDREW JOHN DROST, Jr. and DOROTHY KAY DROST, their heirs, successors and assigns forever, with full substitution and subrogation in and to all of the rights and actions of warranty which Vendor has or may have against all preceding owners and vendors.

This quit-claim deed is being executed in consideration of the payment of all outstanding taxes due on the fifteen (15) foot strip of property described above, which are confirmed and agreed by all parties herein to be \_\_\_\_\_, payment of all costs and attorney fees incurred by the City of Sulphur in connection with the preparation, execution and/or filing of this Quit Claim Deed by VENDEES herein, and this agreement by both VENDOR AND VENDEES to not contest ownership of the fifteen (15) foot strip of land in the future, and in order to avoid litigation and to fully resolve the ownership status between the parties as to the fifteen (15) foot strip and/or address and cure any alleged or perceived title issues associated with the validity and/or effectiveness of the Tax Sale Deed recorded on June 4, 1991 at Conveyance Book 2249, Page 284, Entry No. 2093279, records of Calcasieu Parish, Louisiana, and to fully convey any interest VENDOR has, or may be said to have in the Subject Immovable Property referred to above, and to fully and completely vest title to the subject immovable property in the name ANDREW JOHN DROST, Jr. and DOROTHY KAY DROST.

The receipt of the above cited consideration is hereby confirmed and acknowledged and full acquittance and discharge are therefore given, and no additional sums or monies are due to or from either party.

THUS DONE AND PASSED in the City of \_\_\_\_\_, State of \_\_\_\_\_ on  
the \_\_\_\_\_ day of \_\_\_\_\_, 2023, in the presence of undersigned competent witnesses.

WITNESSES:

**CITY OF SULPHUR**

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

\_\_\_\_\_  
**BY: \_\_\_\_\_, Vendor**

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

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

**Printed Name:** \_\_\_\_\_

**Notary/Bar No.:** \_\_\_\_\_

**My Commission Expires:** \_\_\_\_\_



THUS DONE AND PASSED in the City of \_\_\_\_\_, State of \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, in the presence of undersigned competent witnesses.

WITNESSES:

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

\_\_\_\_\_  
**ANDREW JOHN DROST, Jr, Vendee**

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

\_\_\_\_\_  
**DOROTHY KAY DROST, Vendee**

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

**Printed Name:** \_\_\_\_\_

**Notary/Bar No.:** \_\_\_\_\_

**My Commission Expires:** \_\_\_\_\_



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

Resolution accepting the Municipal Water Pollution Prevention Environmental Audit Report dated April 12, 2023.

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

1. Resolved the Municipal Water Pollution Prevention Environmental Audit Report which is attached to this resolution.

APPROVED AND ADOPTED by the City Council of the City of Sulphur, Louisiana, on this 8<sup>th</sup> day of May, 2023.

\_\_\_\_\_  
DRU ELLENDER, Chairman

ATTEST:

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk



**LOUISIANA**  
**MUNICIPAL WATER**  
**POLLUTION PREVENTION**  
**MWPP**



**Facility Name:**

Sulphur Regional  
Wastewater Plant

**LPDES Permit Number:**

LA0067083

**Agency Interest (AI) Number:**

19201

**Address:**

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

3400 Bayou D'Inde Rd.  
Westlake La. 70669

**Parish:**

Calcasieu

**(Person Completing Form) Name:**

Chad Bynum

**Title:**

WASTEWATER PLANT  
SUPERINTENDENT

**Date Completed:**

4/12/2023




**NOTE:**  
BATCH FLOWS NOT INDICATED.

WMAJOF
PHF

UNADJ = MAXIMUM MONTHLY  
AVERAGE DAILY FLOW  
PMS = PEAK HOURLY FLOW (MDD)

4 FLOWS FROM DIGESTER SUPERNATANT & SOLIDS DRAINS TO BE EQUALIZED IN INTERCEPTOR SYSTEM.

 <b>The Meyer Group</b> <small>10000 West 10th Avenue, Suite 200 • Denver, CO 80231 • 303-750-0000</small>		Project: _____ Location: _____ Owner: _____ Designer: _____ Architect: _____	
Please see Appendixes for: Appendix - _____ Appendix - _____		SULPHUR REGIONAL WASTEWATER TREATMENT FACILITY SULPHUR, LOUISIANA	
IMPROVEMENT/EXPANSION PHASE II		BY _____ DATE _____ APPROVAL _____ DATE _____	
GENERAL NOTES DESIGN WEST BRUNNEN		NO. 100-000-000 DATE: 1/15/00 SHEET: P-01	

Permit #:

0

LA0067083

# PART I. INFLUENT FLOW/LOADINGS (all plants)

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

Column 1 Average Monthly Flow (million gallons per day, MGD)		Column 2 Average Monthly BOD5 Concentration (mg/l)		Column 3 Average Monthly BOD5 Loading (pounds per day, lb/day)
4.54	x	109	x 8.34 =	4232
4.82	x	117	x 8.34 =	4852
4.79	x	102	x 8.34 =	4349
6.02	x	71.3	x 8.34 =	3580
7.04	x	102	x 8.34 =	5436
5.52	x	65.2	x 8.34 =	2892
4.10	x	72.4	x 8.34 =	2743
6.25	x	79.5	x 8.34 =	3332
7.69	x	54.6	x 8.34 =	3406
7.73	x	47.8	x 8.34 =	677
6.90	x	84.2	x 8.34 =	554
5.11	x	108	x 8.34 =	405

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

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

Design Flow, MGD:

9.0

x 0.90 =

8.10

Design BOD, lb/day:

11,259

x 0.90 =

10,1333



Permit #:

0

LA0067083

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

<i>months</i>	0	1	2	3	4	5	6	7	8	9	10	11	12
<i>points</i>	0	0	0	0	0	5	5	5	5	5	5	5	5

Write 0 or 5 in the C point total box

0

C Point Total

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

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

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

0

D Point Total

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

<i>months</i>	0	1	2	3	4	5	6	7	8	9	10	11	12
<i>points</i>	0	0	5	5	5	10	10	10	10	10	10	10	10

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

0

E Point Total

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

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

Write 0, 10, 20, 30, 40 or 50 in the F point total box

0

F Point Total

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

**TOTAL POINT VALUE FOR PART 1:**

0

(max = 80)

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

Permit #:

0

LA0067083

## PART 2: EFFLUENT QUALITY / PLANT PERFORMANCE

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

Month	Column 1 Average Monthly BOD (mg/l)	Column 2 Average Monthly TSS (mg/l)
APRIL	12.9	66.2
MAY	14.6	16.0
JUNE	4.44	14.4
JULY	15.8	55.4
AUGUST	5.49	6.24
SEPTEMBER	5.29	13.8
OCTOBER	4.22	5.60
NOVEMBER	3.80	7.30
DECEMBER	9.84	29.5
JANUARY	9.09	13.7
FEBUARY	9.29	12.2
MARCH	9.58	10.2

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

	Permit Limit		90% of Permit Limit
BOD, mg/l	30.0	x 0.90 =	27.0
TSS, mg/l	30.0	x 0.90 =	27.0

Permit #:

0

LA0067083

C. Continuous Discharge to Surface Water.

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

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

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

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

<i>months</i>	0	1	2	3	4	5	6	7	8	9	10	11	12
<i>points</i>	0	5	5	10	10	10	10	10	10	10	10	10	10

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

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

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

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

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

<i>months</i>	0	1	2	3	4	5	6	7	8	9	10	11	12
<i>points</i>	0	5	5	10	10	10	10	10	10	10	10	10	10

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

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

**TOTAL POINT VALUE FOR PART 2:**  (max = 100)

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



Permit #:

0

LA0067083

**D. Other Monitoring and Limitations**

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

✓ Check one box.

☒

Yes

☐

No

*If Yes, Please describe:*

FECAL COLIFORM;

UV SYSTEM STILL EXPERIENCING OPERATION ISSUES DUE TO DAMAGE  
SUSTAINED FROM HURRICANE LAURA. BID HAS BEEN AWARDED FOR  
COMPLETE SYSTEM REHAB.

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

✓ Check one box.

☐

Yes

☒

No

*If Yes, Please describe:*

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

✓ Check one box.

☐

Yes

☒

No

*If Yes, Please describe:*

Permit #:

0

LA0067083

### PART 3 AGE OF THE WASTEWATER TREATMENT FACILITY

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

2008

Current Year - Answer to A = Age in years  
2023 - 2008 = 15

Enter Age in Part C below.

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

#### FACTOR:

<input checked="" type="checkbox"/>	Mechanical Treatment Plant (trickling filter, activated sludge, etc...) Specify Type: SBR	2.5
<input type="checkbox"/>	Aerated Lagoon	2.0
<input type="checkbox"/>	Stabilization Pond	1.5
<input type="checkbox"/>	Other Specify Type:	1.0

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

TOTAL POINT VALUE FOR PART 3 =

$$\frac{2.5}{\text{Factor}} \times \frac{15}{\text{Age}} = 37.5 \text{ (max = 50)}$$

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

- D. Please attach a schematic of the treatment plant.

Permit #:

0

LA0067083

## PART 4. OVERFLOWS AND BYPASSES

### A.

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

1

✓ Check one box.

☐

0 = 0 points

☐

3 = 15 points

☒

1 = 5 points

☐

4 = 30 points

☐

2 = 10 points

☐

5 or more = 50 points

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

Collection System: 1

Treatment Plant: 0

### B.

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

2

✓ Check one box.

☐

0 = 0 points

☐

3 = 15 points

☐

1 = 5 points

☐

4 = 30 points

☒

2 = 10 points

☐

5 or more = 50 points

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

Collection System: 2

Treatment Plant: 0

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

CITY SEWER SYSTEM

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

**TOTAL POINT VALUE FOR PART 4:**

**15**

(max = 100)

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

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

CHAD BYNUM-- WASTEWATER PLANT SUPERINTENDENT

Describe the procedure for gathering, compiling and reporting:

RECORD INFORMATION FROM SITE AND SUBMIT REPORT WITH DMR



Permit #:

0

LA0067083

## PART 5 SEWAGE SLUDGE STORAGE, USE, AND DISPOSAL

### A. Sewage Sludge Storage

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

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

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

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

### B. For how many months does your facility have approval to use or dispose of sewage sludge at a properly permitted landfill, land application site, or sewage sludge incinerator?

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

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

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

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

**TOTAL POINT VALUE FOR PART 5:**  (max = 100)

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

Permit #:

0

LA0067083

## PART 6: NEW DEVELOPMENT

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

Design Population: 35000

Design Flow: 9.0 MGD

Design BOD: 11259 mg/l

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

✓ Check one box.

☐

Yes = 15 points

☒

No = 0 points

*If Yes, Please describe:*

---

---

---

List any new pollutants:

---

---

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

✓ Check one box.

☐

Yes = 15 points

☒

No = 0 points

*If Yes, Please describe:*

---

---

---

List any new pollutants you anticipate:

---

---

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

**TOTAL POINT VALUE FOR PART 6:**

0

(max = 30)

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

Permit #:

0

LA0067083

## PART 7 OPERATOR CERTIFICATION AND EDUCATION

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

Name: CHAD BYNUM

- B. What is his or her certification number:

Cert.#: 01-974

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

Level Required: IV

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

Level Certified: IV

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

✓ Check one box.

☒

Yes = 0 points

☐

No = 50 points

Write 0 or 50 in the E point total box

0

E Point Total

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

✓ Check one box.

☒

Yes

☐

No

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

✓ Check one box.

☒

> 12 hours = 0 points

☐

< 12 hours = 50 points

Write 0 or 50 in the G point total box

0

G Point Total

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

✓ Check one box.

☐

Yes

☐

No

Explain:

LA DEQ POLICY 8 HR CEUs PER CERTIFICATION

BI-ANNUALLY

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

By the permittee? 100%

By the operator? 0%

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

TOTAL POINT VALUE FOR PART 7:

0

(max = 100)

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



Permit #:

0

LA0067083

## PART 8. FINANCIAL STATUS

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

✓ Check one box.

☒

Yes

☐

No

*If No, How are O&M costs financed?*

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

PUBLIC UTILITY RESERVE FUND, SALES TAX PROCEEDS,  
FEDERAL MATCHING GRANTS, USER FEES

Permit #:

0

LA0067083

## PART 9: SUBJECTIVE EVALUATION

### A. Collection System Maintenance

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

Routine maintenance on equipment within the system. Collection line repair, repair of pumps, motors, cleanout of lines, and ongoing repairs due to Hurricane Laura and Delta

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

Repair/replace inoperable pumps, motors, float systems, level controllers, clean out of wet wells as needed.

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

Several new lift stations are in Engineering phase.  
BID HAS BEEN AWARDED ON ONE NEW STATION AWAITING START OF CONSTRUCTION.

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

✓ Check one box.

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

Permit #:

0

LA0067083

C. Treatment Plants

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

☒ Yes ☐ No (✓ Check one box.)

01/09/2023

*Influent flow meter calibration date(s)*

01/09/2023

*Effluent flow meter calibration date(s)*

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

Repairs/ replacement to Hurricane damaged equipment is ongoing.  
Having difficulty hiring and retaining qualified operators.  
Pay scale not adequate.

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

✓ Check one box.

☐ Yes

☐ No

*If Yes, Please describe:*



Permit #:

0

LA0067083

**D. Preventive Maintenance**

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

√ Check one box.

☒

Yes

☐

No

*If Yes, Please describe:*

O & M MANUALS

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

☒

Yes

☐

No

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

☒

Yes

☐

No

**E. Sewer Use Ordinance**

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

√ Check one box.

☒

Yes

☐

No

*If Yes, Please describe:*

SEWER USE ORDINANCE 007-MC, CITY OF SULPHUR CODE OF ORDINANCE 22

- ii. Has it been necessary to enforce?

√ Check one box.

☐

Yes

☒

No

*If Yes, Please describe:*

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

A GREASE TRAP INSPECTION PROGRAM NEEDS TO BE IMPLEMENTED AND ENFORCED

Permit #:

0

LA0067083

## POINT CALCULATION TABLE

	Actual Values	Maximum
Part 1: <i>Influent Flow/Loadings</i>	0	80 points
Part 2: <i>Effluent Quality / Plant Performance</i>	25	100 points
Part 3: <i>Age of WWTF</i>	37.5	50 points
Part 4: <i>Overflows and Bypasses</i>	15	100 points
Part 5: <i>Ultimate Disposition of Sludge</i>	50	100 points
Part 6: <i>New Development</i>	0	30 points
Part 7: <i>Operator Certification Training</i>	0	100 points

TOTAL POINTS:

127.5