

AGENDA
SULPHUR CITY COUNCIL MEETING
MONDAY, JUNE 12, 2023, AT 5:30 P.M.

THERE WILL BE A REGULAR MEETING OF THE SULPHUR CITY COUNCIL
MONDAY, JUNE 12, 2023, AT 5:30 P.M., IN THE COUNCIL CHAMBERS LOCATED AT
1551 EAST NAPOLEON STREET, SULPHUR, LOUISIANA, TO DISCUSS AND ADOPT
THE FOLLOWING:

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

1. PRESENTATION by Local Fire Union 3765. I08-23 (Nick Nezat)
2. RULE TO SHOW CAUSE for the condition of the following addresses:
 - a. To condemn building or structure located at 1110 Mildred Street, in accordance with Article IX, Section 5-286 through 5-296. (Dru Ellender)
3. 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 906 Taylor Street, in accordance with Ordinance No. 1693, M-C Series. (Nick Nezat)
Council gave a 30-day extension in May
 - b. To extend temporary housing in a recreational vehicle located at 706 Live Oak Street, in accordance with Ordinance No. 1693, M-C Series. (Dru Ellender)
Land Use granted 6 months at their May meeting
4. 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. *(A motion wasn't made at the May meeting, so this rezone has to be placed back on the agenda)* ORD75-23 (Nick Nezat)
5. 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). ORD76-23 (Mayor Danahay)

6. PUBLIC HEARING on ordinance amending Article IV, Part 2, Section 9 of the Code of Ordinances of the City of Sulphur – Signs. ORD77-23 (Mayor Danahay)
7. PUBLIC HEARING on ordinance authorizing Mayor Danahay to sign the LA DOTD Maintenance Agreement for mowing and litter pickup for FY year ending June 30, 2024. ORD78-23 (Mayor Danahay)
8. PUBLIC HEARING on ordinance entering into a Cooperative Endeavor Agreement with the City of Westlake for salaries for the Marshal's office.
ORD79-23 (Mayor Danahay)
9. INTRODUCTION OF ORDINANCE declaring certain surplus movable property of the City of Sulphur and providing for the disposal thereof.
ORD80-23 (Mayor Danahay)
10. INTRODUCTION OF ORDINANCE amending Chapter 17, Article I, to provide for dead or diseased tree removal on private property and cost assessed against owner.
ORD81-23 (Joy Abshire)
11. INTRODUCTION OF ORDINANCE amending Ordinance No. 1635, M-C Series, which authorized a lease agreement between the City of Sulphur and Verizon Wireless on Benoit Lane. ORD82-23 (Mayor Danahay)
12. INTRODUCTION OF ORDINANCE amending Ordinance No. 1844, M-C Series, to increase fee for plan review for residential and commercial.
ORD83-23 (Mayor Danahay)
13. RESOLUTION appointing a member to the West Calcasieu Port, Harbor and Terminal District. RES28-23 (Dru Ellender)
14. RESOLUTION in support of the Downtown Sulphur Cultural District.
RES29-23 (Mayor Danahay)
15. RESOLUTION appointing the Official Journal for the City of Sulphur.
RES30-23 (Dru Ellender)
16. RESOLUTION granting a variance to James Braden, 2111 Trailer Street, to allow for a tenant to live in an RV due to damages caused by Hurricane Laura.
RES31-23 (Nick Nezat)
17. Resolution appointing a member to the West Calcasieu Airport Managing Board.
RES32-23 (Dru Ellender)
18. 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, July 10, 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

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.

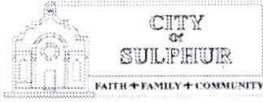
MANDY THOMAS, Chairman

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: _____

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: 1. Rezone 2616 Lena Street from Residential to Commercial

Summary of Recommendation:

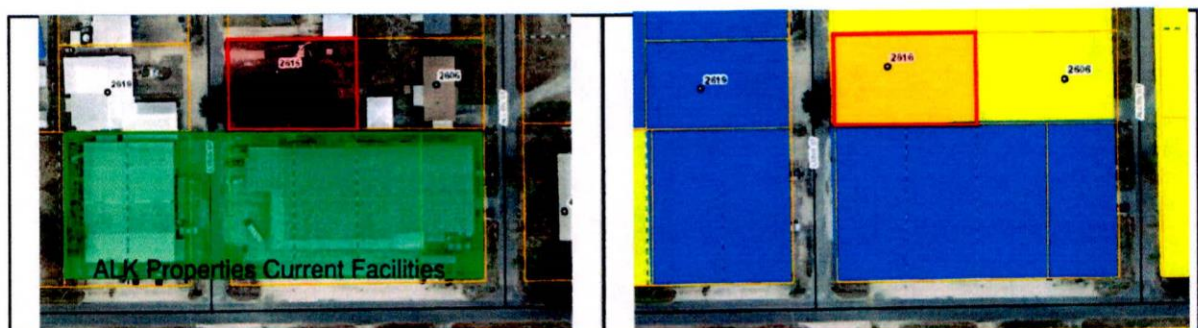
No objection to the rezone request.

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.





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.

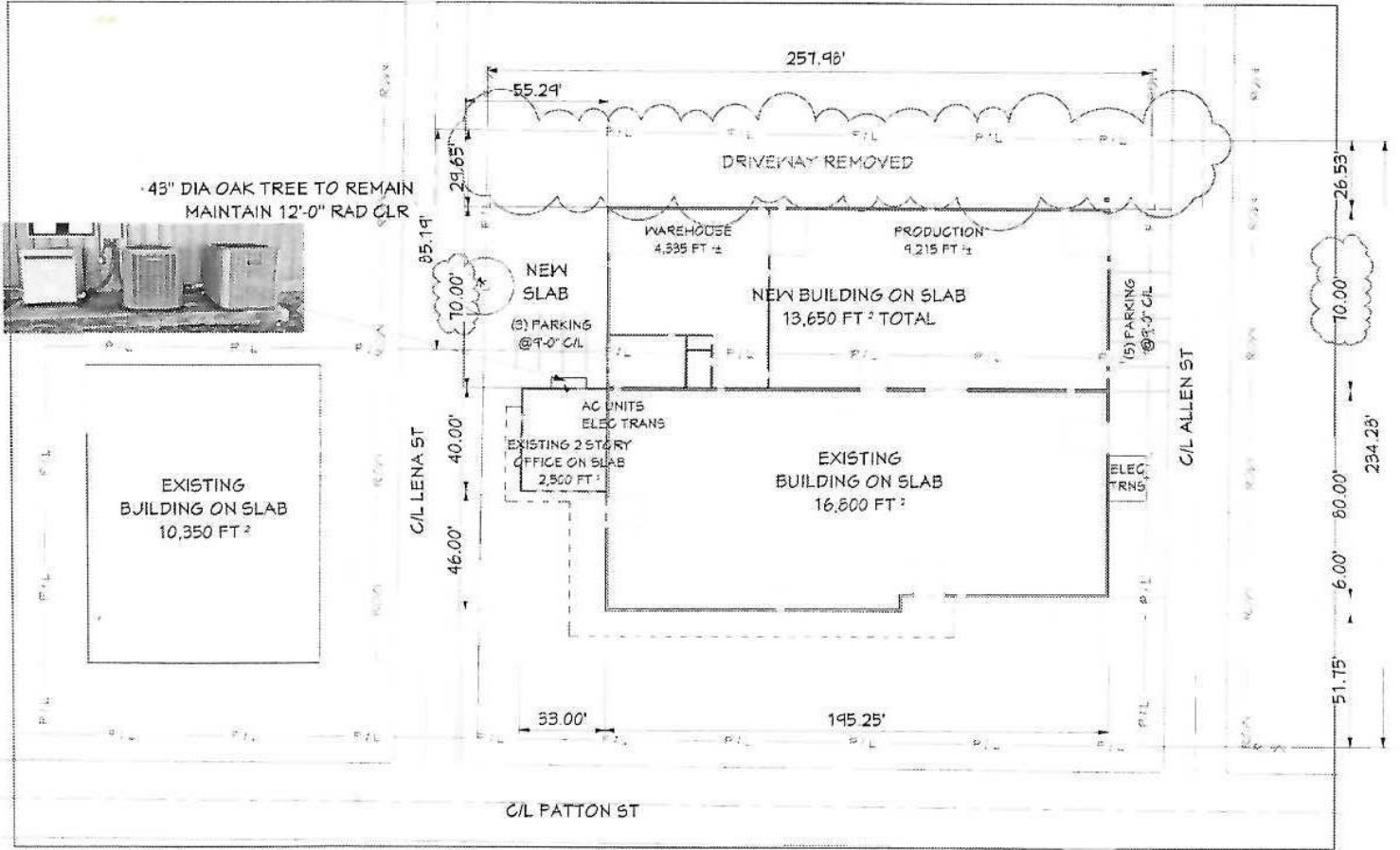
Recommendation:

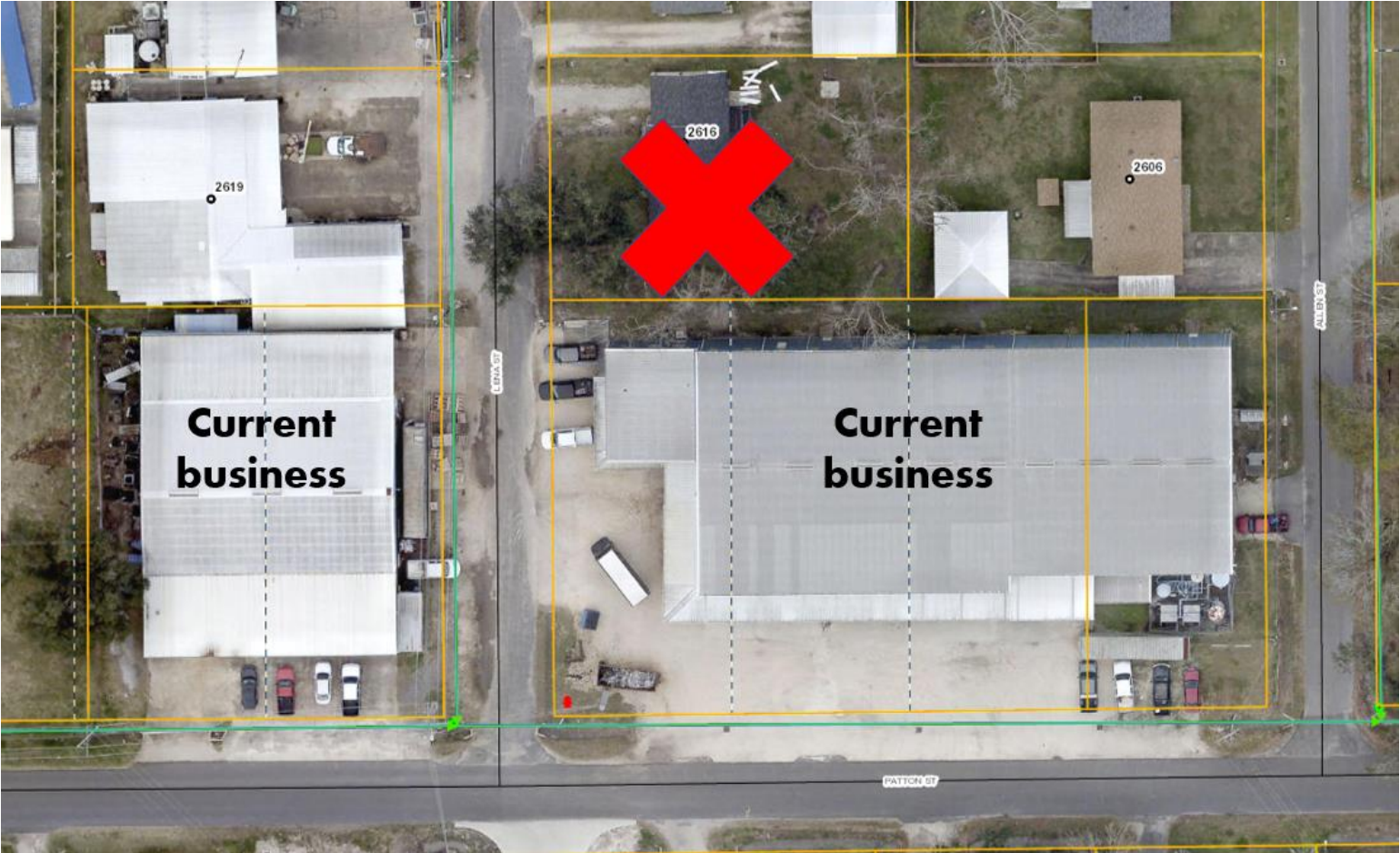
Based on the above findings, no objection is offered to the requested rezone.

The following stipulations are suggested:

1. None











ORDINANCE NO. _____, M-C SERIES

ORDINANCE AMENDING RESOLUTION NO. 2102, M-C SERIES, WHICH AUTHORIZED THE MAYOR TO ENTER INTO AN INTER-GOVERNMNENTAL AGREEMENT WITH THE CALCASIEU PARISH POLICE JURY FOR WASTEWATER TREATMENT SERVICES FOR MOSSVILLE AREA (SEWERAGE DISTRICT NO. 8).

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend 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 the Mossville area (Sewerage District No. 8).

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

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

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



Bryan C. Beam
Parish Administrator

CALCASIEU PARISH POLICE JURY
GOVERNING AUTHORITY OF CALCASIEU PARISH, LOUISIANA

OFFICE OF THE ADMINISTRATOR
P.O. Box 1583
Lake Charles, Louisiana 70602
337 / 721-3510
Fax 337 / 437-3399
www.calcasieuparish.gov

June 1, 2023

Honorable Mike Danahay, Mayor
City of Sulphur
Post Office Box 1309
Sulphur, LA 70664

Dear Mike:

Please see attached Amendment to the Agreement between the City of Sulphur (City) and the Police Jury, on behalf of Sewerage District No. Eight of Ward Four (District), for wastewater treatment services for the District.

The term of the Amendment, as referenced in Section 2, was July 1, 2008, through June 30, 2023, with the option to renew and extend automatically for five (5) successive years. The Police Jury desires to continue the Agreement per Section 2, for an additional five (5) year period, ending June 30, 2028.

The Police Jury acknowledges receipt of your letter dated April 10, 2023, wherein 1) the user fees charged to the District will be assessed at \$11.61 per month, effective July 1, 2023, and 2) the user fee will be reevaluated each year thereafter. Please provide notice regarding the user fee increases sixty (60) days in advance of the renewal date.

Feel free to contact Mr. Terry Frelot at 337-721-3700 with any questions.

Sincerely,

BRYAN C. BEAM
Parish Administrator

jdb/s

cc: Mr. Allen Wainwright, Director, Engineering and Public Works
Mr. Terry Frelot, Assistant Director, Public Works



S. MARK MCMURRY
ADMINISTRATOR

CALCASIEU PARISH POLICE JURY
GOVERNING AUTHORITY OF CALCASIEU PARISH, LOUISIANA

OFFICE OF THE ADMINISTRATOR
P.O. Box 1583
Lake Charles, Louisiana 70602
337/ 721-3500
Fax 337/437-3399
Web: www.cppj.net

July 24, 2008

Honorable Ron LeLeux
Mayor, City of Sulphur
Post Office Box 1309
Sulphur, LA 70664

Dear Ron:

Enclosed please find a fully executed Amendment to the Agreement with the City of Sulphur for wastewater treatment services regulating sewer use and charges.

Said copy is being returned to you for your files.

Please advise if you have any questions.

Sincerely,

BRYAN C. BEAM
Assistant Administrator

jdw/s
Enclosure

**AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF SULPHUR
AND
SEWERAGE DISTRICT NO. 8 OF WARD 4
OF
CALCASIEU PARISH
FOR
WASTEWATER TREATMENT SERVICES
REGULATING
SEWER USE AND CHARGES**

STATE OF LOUISIANA

PARISH OF CALCASIEU

BE IT KNOWN that on this 15th day of July, 2008, the City of Sulphur, Louisiana, a political subdivision of the State of Louisiana (hereinafter "CITY"), and Sewerage District No. 8 of Ward 4, Calcasieu Parish, Louisiana, a political subdivision of the State of Louisiana (hereinafter "DISTRICT") whose acting Board is the Calcasieu Parish Police Jury, do hereby agree as follows:

1. In accordance with the conditions as set forth and agreed to in the INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SULPHUR AND SEWERAGE DISTRICT NO. 8 OF WARD 4 FOR WASTEWATER TREATMENT SERVICES dated January 1, 2005, the DISTRICT shall be allowed to discharge wastewater into the CITY'S Facility in exchange for a fair and reasonable user fee in accordance with the terms as set forth herein.
2. It is understood that this agreement is an amendment to the original agreement dated January 1, 2005, and that this agreement shall remain in full force and effect for a period of fifteen (15) years beginning July 1, 2008, and ending June 30, 2023. Thereafter, this agreement shall be automatically extended for successive five (5) year terms unless otherwise terminated by the parties.
3. It is understood that the CITY is under an Administrative Order to expand and improve the Regional Wastewater Treatment Facility. This project is ongoing and will continue to be. To date, the CITY has expended approximately \$13.2 million for Phase I and II. The estimated total cost to complete the expansion is \$28 million.
4. The DISTRICT and the CITY herein agree the DISTRICT shall pay a monthly user fee for Capital Improvement Cost in the amount of \$1,990 per month for ten (10) years and \$5.11 per household per month for transport and treatment for the duration of the agreement. The first payment for Capital Improvement Cost and transport and treatment will be due after the DISTRICT'S first billing cycle with its customers.

5. The DISTRICT agrees the CITY shall have the right to reevaluate and renegotiate the user fees agreed to herein one (1) year from the effective date of this agreement (i.e. July 1, 2009) and each year thereafter for the entire term of agreement. The CITY shall notify, in writing, the DISTRICT of any intended change in the terms of the agreement at least sixty (60) days prior to the end of the annual term. The DISTRICT shall then notify the CITY within thirty (30) days of receipt of the proposed change whether it agrees or elects to terminate the agreement. A termination of the agreement shall be effective thirty (30) days after notice is mailed to the appropriate party.
6. This agreement constitutes the entire understanding between the parties and shall not be altered, amended or changed with the alteration, amendment or change being placed in writing and signed by the parties.

IN WITNESS WHEREOF, the parties hereto have signed their names in the presence of the undersigned competent witnesses, and before me, Notary Public, after due reading of the whole, on the date first above written.

WITNESSES:

CITY OF SULPHUR
(CITY)

Stephanie B. Reed

Ron Leleux
RON LELEUX, Mayor

Judy Guidry

Renee L. Williams
Renee L. Williams, Notary Public
Calcasieu Parish, Louisiana
Notary ID# 030465

WITNESSES:

CALCASIEU PARISH POLICE JURY
(DISTRICT)

Jessica A. Williams
JESSICA A. WILLIAMS

Tony Stelly
TONY STELLY, President

Melissa Kelly
Melissa Kelly

Colleen Clark
Colleen Clark, Notary Public
Calcasieu Parish, Louisiana
Notary ID# 001974

Colleen Clark
Notary Public
ID # 001974
Parish of Calcasieu
Commission expires at death

RESOLUTION NO. 2102, M-C SERIES

Resolution authorizing Mayor Ron LeLeux to sign an Inter-Governmental Agreement with the Calcasieu Parish Police Jury for Wastewater Treatment Services for Mossville area.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Ron LeLeux to sign an Inter-Governmental Agreement with the Calcasieu Parish Police Jury for Wastewater Treatment Services for Mossville area.

APPROVED AND ADOPTED by the City Council of the City of Sulphur, Louisiana, on this 14th day of July, 2008.

STUART MOSS, Chairman

ATTEST:


ARLENE BLANCHARD, Clerk

PARISH OF  CALCASIEU
State of Louisiana
RESOLUTION

BE IT RESOLVED BY THE POLICE JURY OF CALCASIEU PARISH, LOUISIANA, in Regular Session convened on the 10th day of July, 2008, that it does hereby approve a Memorandum of Understanding between the Police Jury, as governing authority of Sewer District No. Eight of Ward Four, and the City of Sulphur, to establish the wastewater treatment rate and capital recovery fee to be charged to the District by the City of Sulphur for treating wastewater from the expanded area of the District's system.

BE IT FURTHER AND FINALLY RESOLVED that the President of the Police Jury, or his designee, when appropriate, is authorized to execute all documents related thereto.

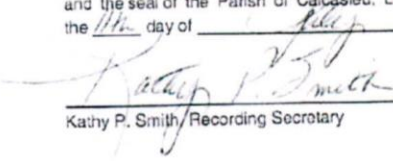
THUS DONE AND PASSED on the date above inscribed.

* * * * *

STATE OF LOUISIANA
PARISH OF CALCASIEU

I HEREBY CERTIFY that the foregoing is a true and correct copy of the original resolution as adopted by the Calcasieu Parish Police Jury in regular session convened on the 10th day of July, 2008.

IN TESTIMONY WHEREOF, witness my official signature and the seal of the Parish of Calcasieu, Louisiana, on this the 11th day of July, 2008.


Kathy P. Smith/Recording Secretary

ORDINANCE NO. M-C SERIES

ORDINANCE AMENDING ARTICLE IV, PART 2, SECTION 9 OF THE
CODE OF ORDINANCES OF THE CITY OF SULPHUR – SIGNS

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby amend Article IV, Part 2, Section 9 of the Code of Ordinances of the City of Sulphur – Signs as follows:

Article IV, Part 2

Section 9. Signs.

- (1) *Purpose.* To ensure that signage in the City of Sulphur does not constitute a visual blight on the landscape and character of the city and further poses no hazard to vehicular or pedestrian traffic.
- (2) *General Prohibition.* No person shall develop, install, locate, construct or cause any sign to be put in any district in the City of Sulphur except as expressly authorized in this section and in conformance with all other codes and ordinances of the City of Sulphur.
- (3) *Regulations of General Applicability.*
 - (a) *Location of Signs.*
 - (1) No portion of any sign shall be located within the sight triangle described in section 21-5 at roadway intersections;
 - (2) All signs and sign structures shall be located a minimum of five (5) feet from the front property line and/or right-of-way line of any public street or highway; all signage shall remain free and clear and shall not project into any public right-of-way or interfere with overhead transmission lines;
 - (3) Facade signage in addition to freestanding signs, facade signage shall be considered separate and will not be considered in the accumulated signage allowable in any district. Notwithstanding this provision, any sign mounted or integrated into the facade of the building shall not extend beyond such building and shall not exceed more than fifty (50) percent of the total front facade of the building.
 - (b) *Maximum Height of Signs.* No portion of any sign or sign structure shall exceed the following maximum heights:
 - (1) The height of any sign structure shall be measured from grade elevation to the tallest portion of the sign.
 - (a) Facade signs shall not extend above the top of such facade;
 - (b) Freestanding signs shall not exceed a height of thirty-five (35) feet;

(c) *Exceptions.*

- (1) Within interstate roadway corridors as defined in article IV, part 2, section 8 of this appendix; in interstate corridors, the height limit for all signs may be sixty (60) feet above grade.
- (2) On-Premises Signs placed in the following roadway corridors shall not exceed a height of fifty (50) feet.
 - (a) Beglis Parkway;
 - (b) Cities Service Hwy;
 - (c) Ruth St.

(c) *Illumination of all signs.* Lumens must be reduced automatically by 75 percent from dusk to dawn.

(4) *Permitted On-Premises Signs.*

- (a) *Residential Districts.* No commercial on or off-site advertising sign shall be allowed in a residential or mixed residential district with the exception of a two (2) square foot sign, non-digital in conjunction with a home occupation as allowed by Article IV, Part 2, Section 6 of this appendix.
 - (b) *Mixed Residential Districts.* One (1) freestanding sign structure or building mounted sign per non-residential use with no more than nine (9) square feet of total sign face area visible from any single point of view.
 - (c) *Business/Industrial Districts.* Subject to the provision of paragraphs 1, 2, and 3 below the total amount of sign face area visible from any single point of view or per sign face shall not exceed average of the following:
 - (1) One (1) square foot per two hundred (200) square foot of land area; or
 - (2) One (1) square foot per fifty (50) square foot of gross floor area; or
 - (3) One (1) square foot per two (2) linear feet of street frontage.
- (5) *Number of Signs Allowed.* Not more than one (1) freestanding sign structure shall be located on any single parcel of land, except those parcels having more than one (1) frontage on arterial, collector roadways, or interstate highways. In such cases there shall be one (1) freestanding sign permitted per street frontage.
- (6) *Increase Signage.* Signage permitted under this subsection may be increased by a maximum of twenty-five (25) percent if the sign is:
- (a) Landscaped or installed on a wood, stone or other base structure;
 - (b) Constructed of natural or natural appearing materials;
 - (c) Integrated or otherwise visually related to a building and is composed of materials compatible with and similar to the materials of the building;
 - (d) The sign is landscaped or architecturally treated.

-
- (7) *Permitted Portable/Temporary Signs.* Portable/temporary, changeable copy signs shall be permitted in any non-residential land use classification within the City of Sulphur on a temporary basis under the following conditions:
- (a) The sign is non-illuminated and non-flashing;
 - (b) The sign is temporary in nature not to exceed a period of sixty (60) days renewable once annually;
 - (c) The sign placement adheres to all setback requirements and imposes no hazard to vehicular or pedestrian safety and further provides no deterrent to health, safety and welfare of the general citizenry;
 - (d) Officially authorized by City of Sulphur Permit office;
 - (e) The sign is out of any sight triangle described section 21-5 at roadway intersections;
 - (f) The sign is securely fastened to the ground to avoid the sign from being easily removed, overturned or relocated.
- (8) *Permitted Off-Premises Signs.*
- (a) All off-premises advertising signs shall be placed in the following roadway corridors and shall be subject to paragraph (b) below.
 - (1) Hwy. 90;
 - (2) Beglis Parkway;
 - (3) Cities Service Hwy;
 - (4) Hwy. 1256.
 - (b) Off-premises advertising signs shall not be placed on residential parcels.
 - (c) Roadway Corridor. No off-premises sign shall be located outside a designated roadway corridor. For the purpose of this section, a roadway corridor shall be an area parallel to and lying on either side of the center line of a roadway as follows:
 - (1) Major Arterial (on each side) 200 ft.
 - (2) Interstate (on each side) 1000 ft. and applicable to any federal and state laws.
- (9) *Exemptions.* All city and/or state regulatory signs and devices, including, but not limited to, traffic lights, stop signs, yield signs, and any and all traffic regulatory signs are exempt from this article.
- (10) *Spacing.* At intersecting roadway corridors the minimum distance between any off-site sign shall be no closer than five hundred (500) feet in any direction provided that such signs are not visible from one (1) another from any one (1) line of view. Notwithstanding this provision no off-premises sign shall be located less than the following minimum distances:
- (a) If the proposed sign is two hundred fifty (250) square feet or less than two hundred (200) feet from any other off-premises sign;
 - (b) If the proposed sign is more than two hundred fifty (250) square feet but less than five hundred (500) square feet, five hundred (500) feet from any other off-premises sign;

-
- (c) If the proposed sign is more than five hundred (500) square feet, seven hundred (700) feet from any other off-premises sign.

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.

DRU ELLENDER, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2021, 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 _____, 2021,
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: _____

ORDINANCE NO. _____, M-C SERIES

ORDINANCE ENTERING INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE CITY OF WESTLAKE FOR SALARIES FOR THE MARSHAL’S OFFICE.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Danahay to enter into a Cooperative Endeavor Agreement with the City of Westlake for salaries for the Marshal’s office.

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

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

MANDY THOMAS, Chairman

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

ARLENE BLANCHARD, Clerk

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

ARLENE BLANCHARD, Clerk

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
THE CITY OF SULPHUR
AND
THE CITY OF WESTLAKE**

STATE OF LOUISIANA
PARISH OF CALCASIEU

THIS COOPERATIVE ENDEAVOR AGREEMENT is hereby made and entered into this _____ day of _____ 2023, by and between the CITY OF SULPHUR, a political subdivision of the State of Louisiana, and represented herein by its duly elected Mayor, Mike Danahay, and the CITY OF WESTLAKE, a political subdivision of the State of Louisiana, and represented herein by its duly elected Mayor, Hal McMillin.

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

WHEREAS, the CITY OF SULPHUR and the CITY OF WESTLAKE have the responsibility under Louisiana Revised Statutes 13:1881 and 13:1883 to provide for the compensation of the WARD 4 MARSHAL, a political subdivision of the State of Louisiana, hereinafter referred to as “MARSHAL” and any deputy marshals appointed by the MARSHAL;

WHEREAS, the CITY OF SULPHUR has paid various amounts of compensation for the MARSHAL and the MARSHAL’s personnel;

WHEREAS, the CITY OF SULPHUR and the CITY OF WESTLAKE consider the public benefit of the services provided by the MARSHAL to be proportionate to the costs associated with this activity.

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

1. Scope of Agreement

The CITY OF SULPHUR and the CITY OF WESTLAKE shall both contribute to funding the compensation of the MARSHAL and the MARSHAL's personnel. The CITY OF SULPHUR agrees to administer and pay the compensation (salaries and benefits) of the MARSHAL and the MARSHAL's personnel. The CITY OF WESTLAKE will make payments of agreed upon amounts to the CITY OF SULPHUR for compensation payments made by the CITY OF SULPHUR.

2. Term of Agreement

The initial term of this agreement shall be for a period of two years commencing on July 1, 2023, and continuing until June 30, 2025. This agreement shall automatically renew for successive one-year periods with the same prices, terms, and conditions unless either of the parties to the agreement give written notice of their intent not to renew.

3. Payment Terms

Under this agreement, the CITY OF WESTLAKE agrees to pay the CITY OF SULPHUR, on behalf of the MARSHAL, a sum of twenty-five thousand dollars (\$25,000) for each calendar year beginning July 1, 2023, which is inclusive of all amounts properly due. Payment shall be made on a quarterly basis upon receipt of an invoice from the CITY OF SULPHUR.

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

4. Amendments and Assignments

If there is a need to review and/or revise this agreement, the requesting party shall submit a written amendment to the other party, with the understanding that no amendment to this agreement shall be valid unless it is agreed and signed by all parties. This agreement shall not be assignable by any party without written consent of the other.

5. Records and Audits

For audit purposes, all records will be made available by any party to any authorized representative of other parties and said records will be retained for three (3) years from the final contractual payment under this agreement. It is also agreed that all records shall be made available to any party at no additional charge for such information. If any confidential

information is obtained during the course of this agreement, all parties agree not to release that information without the approval of the other party unless instructed otherwise by court order, grantor, auditor, public information request or as required by law.

6. Independent Employment Status

The MARSHAL's Office employees shall be employees of the MARSHAL and shall not be the employees of the CITY OF SULPHUR or the CITY OF WESTLAKE except to the extent included in the CITY OF SULPHUR's liability, workers' compensation, or other insurance coverage.

7. Indemnity

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

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

8. Termination of Agreement and Dispute Resolution

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

9. Severability, Entire Agreement and Captions

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

of a conflict between this agreement and other documents, the terms of this agreement shall control.

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

10. No Authorship Presumptions

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

11. Address of Notices and Communications

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

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

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

Mayor Hal McMillan
City of Westlake
1001 Mulberry St.
Westlake, LA 70669

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

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

WITNESSES:

CITY OF SULPHUR:

Witness Signature

BY: _____
MIKE DANAHAAY, MAYOR

Printed Witness Name

Witness Signature

Printed Witness Name

Notary Public

Notary Printed/Stamped Name
and Identification Number

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

WITNESSES:

CITY OF WESTLAKE:

Witness Signature

BY: _____
HAL MCMILLIN, MAYOR

Printed Witness Name

Witness Signature

Printed Witness Name

Notary Public

Notary Printed/Stamped Name
and Identification Number

ORDINANCE NO. _____, M-C SERIES

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

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	YEAR	MAKE	MODEL	SERIAL #/VIN #	REASON	DATE	VALUE
POLICE	TEQ	2010 CHEVROLET TAHOE	2010	CHEVROLET	TAHOE	1GNMCAE00AR205569	NOT IN USE	3/28/23	\$1,800
A/C	TEQ	2009 FORD F-150	2009	FORD	F-150	1FTRX12W79KA68209	NOT IN USE	4/1/23	\$7,000
POLICE	TEQ	2010 FORD CROWN VIC	2010	FORD	CVIC	2FABP7BV0AX112554	NOT IN USE	4/1/2023	\$3,500
POLICE	TEQ	2009 FORD CROWN VIC	2009	FORD	CVIC	2FAHP71V49X112189	NOT IN USE	4/1/2023	\$3,500
POLICE	TEQ	2009 FORD CROWN VIC	2009	FORD	CVIC	2FAHP71V79X112185	NOT IN USE	4/1/2023	\$3,500
POLICE	TEQ	2008 FORD CROWN VIC	2008	FORD	CVIC	2FAFP71V28X134665	NOT IN USE	4/1/2023	\$3,500
POLICE	TEQ	2008 FORD CROWN VIC	2008	FORD	CVIC	2FAFP71V98X134663	NOT IN USE	4/1/2023	\$3,500
POLICE	TEQ	2010 FORD CROWN VIC	2010	FORD	CVIC	2FABP7BV4AX112556	NOT IN USE	4/1/2023	\$3,500
POLICE	TEQ	2008 FORD CROWN VIC	2008	FORD	CVIC	2FAFP71V48X134666	NOT IN USE	4/1/2023	\$3,800

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

RESOLUTION NO. _____, M-C SERIES

Resolution appointing a member to the West Calcasieu Port, Harbor and Terminal District.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby appoint _____ to the West Calcasieu Port, Harbor and Terminal District to fill the unexpired term of Wilmer Dugas with term to expire October, 2025.

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

DRU ELLENDER, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____ M-C SERIES

RESOLUTION IN SUPPORT OF THE DOWNTOWN SULPHUR
CULTURAL DISTRICT.

WHEREAS, Act 2098 of the 2007 Regular Session of the Louisiana Legislature authorizes Local Governing Authorities to create Cultural Districts as a mechanism for community revitalization through the creation of hubs of cultural activity; and

WHEREAS, the Louisiana Department of Culture, Recreation and Tourism, Office of Cultural Development is authorized to develop standard criteria for cultural districts and to determine whether or not a proposed Cultural District meets those criteria; and

WHEREAS, the Louisiana Department of Culture, Recreation and Tourism, Office of Cultural Development has promulgated administrative rules which set for the procedure for Local Governing Authorities to submit applications to designate and certify specified geographic area as a Cultural District; and

WHEREAS, the geographic area within the City of Sulphur, Parish of Calcasieu, may meet the criteria for the creation of a Cultural District which area is a generally comprised of the territory within the following boundaries:

COMMENCING AT THE SOUTHERN PACIFIC RAILROAD NORTH OF SOUTH STANFORD STREET, THE POINT OF BEGINNING, PROCEED SOUTH ON SOUTH STANFORD STREET TO AVENUE D, THENCE EAST ON AVENUE D TO SOUTH HUNTINGTON STREET, THENCE SOUTH ON SOUTH HUNTINGTON STREET TO RODDAM STREET, THENCE EAST ON RODDAM STREET TO RUTH STREET, THENCE NORTH ON RUTH STREET TO TAMARACK STREET, THENCE EAST ON TAMARACK STREET TO PAMELA STREET, THENCE NORTH ON PAMELA STREET TO PECAN STREET, THENCE NORTHWEST ON PECAN STREET FOLLOWING THE CURVE TO THE EASTERN BOUNDARY OF LOT 22 (414 PECAN STREET) AND LOT 1 (419 CYPRESS STREET) OF BLOCK 1 OF PECAN GROVE SUBDIVISION NORTH TO CYPRESS STREET, THENCE WEST ON CYPRESS STREET TO HICKORY STREET, THENCE NORTH ON HICKORY STREET TO ASH STREET, THENCE EAST ON ASH STREET TO SYCAMORE STREET, THENCE NORTH ON SYCAMORE STREET TO OAK STREET, THENCE EAST ON OAK STREET TO RUTH STREET, THENCE NORTH ON RUTH STREET TO EAST ELIZABETH STREET, THENCE EAST ON EAST ELIZABETH STREET TO WASEY STREET, THENCE NORTH ON WASEY STREET TO DOIRON STREET, THENCE NORTH ON DOIRON STREET TO SOUTHERN PACIFIC RAILROAD, THENCE WEST ON SOUTHERN PACIFIC RAILROAD TO POINT OF COMMENCEMENT.

WHEREAS, with the boundaries of a state-certified Cultural District, several tax incentive may be available including (1) a sales tax exemption on the sale of certain original works of art, (2) individual income tax credits for eligible expenses incurred during the

rehabilitation of certain owner-occupied residential or owner-occupied mixed use structures, and (3) income and corporate franchise tax credits for eligible expenses incurred during the rehabilitation of certain historic structures; and

WHEREAS, only a Local Governing Authority is authorized to submit an application for the designation and certification of a Cultural District; and

WHEREAS, a “Local Governing Authority” is defined by LAC 25: I§1101 as “the governing authority of the parish in which the Cultural District is located unless the district is located in a municipality, in which case “Local Governing Authority” shall mean the governing authority of the municipality. If the district is located partly in a municipality, “Local Governing Authority” shall mean the governing authority of the parish and the governing authority of the municipality”; and

WHEREAS, the Downtown Sulphur Cultural District is located entirely within the municipality of Sulphur, Louisiana and therefore the City of Sulphur would be the proper entity to submit an application for the certification and designation of the above-described geographic area as a Cultural District.

NOW THEREFORE, be it resolved that the City Council of the City of Sulphur that they do hereby:

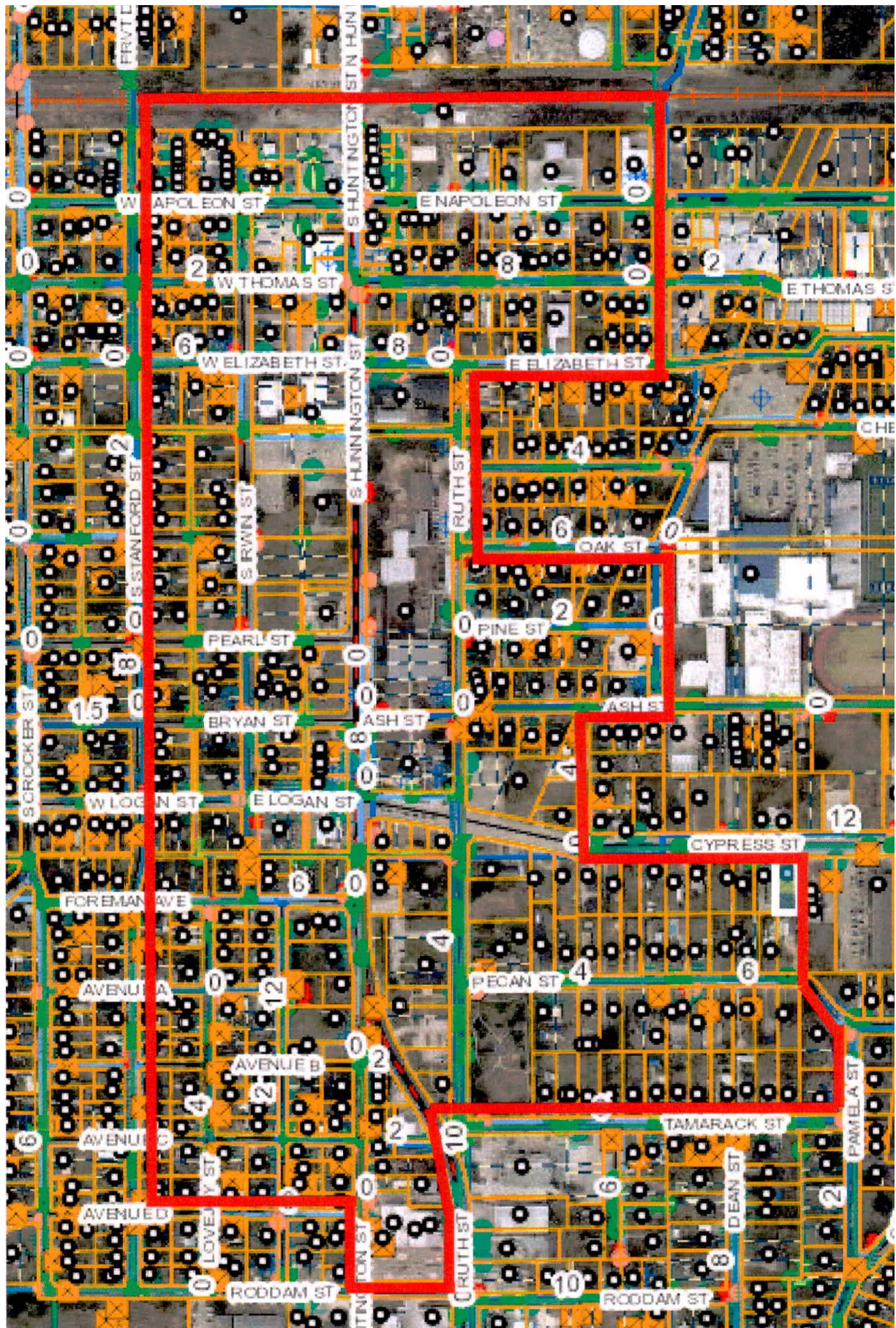
1. Support and endorse the submission of an application to the Louisiana Department of Culture, Recreation and Tourism, Office of Cultural Development to designate Downtown Sulphur Cultural District as a state-certified Cultural District; and
2. Direct all city employees to support and cooperate with efforts to compile all necessary information and data required for the application and all subsequent reporting necessary for the administration of the Cultural District
3. Request all affected citizens and businesses to support and promote activities consistent with the purposes of the Cultural District
4. Authorize the Mayor to sign any and all documents required for the creation and administration of the Downtown Sulphur Cultural District.

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

DRU ELLENDER, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk



RESOLUTION NO. _____, M-C SERIES

Resolution appointing the Official Journal for the City of Sulphur.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby appoint the following as the Official Journal for the City of Sulphur:

American Press
P.O. Box 2893
Lake Charles, LA 70602

BE IT FURTHER RESOLVED that the effective date of selection shall be Tuesday, June 13, 2023, through Monday, June 10, 2024.

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

R.S. 43:145. Municipalities to select newspaper located within their boundaries
Municipal corporations shall select an official journal published in an office physically located within their municipal boundaries if a newspaper as defined in R.S. 43:140(3) is published therein. If no qualified newspaper is published within the municipal boundaries, a newspaper published in the parish of the municipal corporation which meets the requirements of a newspaper as defined in R.S. 43:140(3) shall be selected.

2023 PROPOSAL...WENT UP \$2.50 PER SQ. IN.

**AMERICAN PRESS
P.O. BOX 2893
LAKE CHARLES, LOUISIANA 70602
337-494-4007
FAX 337-494-4008**

PROPOSAL FORM

Official Journal for
City of Sulphur
2023-2024

Newspaper Bid:

American Press
P.O. Box 2893
Lake Charles, LA 70602

Publisher: Dan Phelan

Published: 5 days per week

Cost per square per insertion date
For Legal Advertisements:

\$6.00 per square inch

Proposal Submitted by:



Dan Phelan
President/Publisher

Proposal Submitted: June 5, 2023

2022 PROPOSAL

AMERICAN PRESS
P.O. BOX 2893
LAKE CHARLES, LOUISIANA 70602
337-494-4007
FAX 337-494-4008

PROPOSAL FORM

Official Journal for
City of Sulphur

Newspaper Bid:

American Press
P.O. Box 2893
Lake Charles, LA 70602

Publisher: Dan Phelan

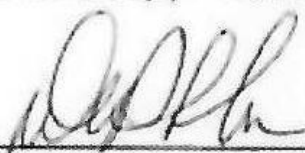
Published: 7 days per week

Cost per square per insertion date
For Legal Advertisements:

\$3.50 per square inch (submitted via email or electronically)

\$4.00 per square inch (submitted hard copy – not electronically)

Proposal Submitted by:



Dan Phelan
President/Publisher

Proposal Submitted: June 3, 2022

RESOLUTION

RESOLUTION GRANTING A VARIANCE TO JAMES BRADEN, 2111 TRAILER STREET, TO ALLOW FOR A TENANT TO LIVE IN AN RV DUE TO DAMAGES CAUSED BY HURRICANE LAURA.

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

WHEREAS, said variance shall expire in 6 months (i.e. November 20, 2023).

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a variance to James Braden, 2111 Trailer Street, to allow for a tenant to live in an RV due to damages caused by Hurricane Laura for the following described property:

(LOT 6 ONLY)

COM 217.8 FT E OF NW COR LOT 41 SECOND SUB SUL FARMS TH S 360 FT E 142 FT N 98.5 FT E 175.8 FT N 261.5 FT W 317.8 FT TO BEG SUBJ TO PUB ROAD R/W LESS .061 – ACS M/L SOLD (R/H LOT 51)
COM 359.8 FT E AND 261.5 FT S OF NW COR LOT 41 SECOND SUB SUL FARMS S 238.5 FT E 175.8 FT ETC

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

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

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

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

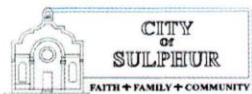
BE IT FURTHER RESOLVED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a variance to James Braden, 2111 Trailer Street, to allow for a tenant to live in an RV due to damages caused by Hurricane Laura with the above stipulations.

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

DRU ELLENDER, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk



CITY OF SULPHUR
APPLICATION FOR
DEVELOPMENT APPROVAL - VARIANCE

Date Received 4-24-23 \$50.00 Fee (Non-Refundable) _____
(Exact cash or check only)

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

Print Name JAMES BRADEN

Date 4/19/23

PROPERTY OWNER INFORMATION

Name of Property Owner JAMES BRADEN

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

Mailing Address: 214 FRANK COLE RD City: Longville State: LA Email: Braden-propertiesllc@yahoo.com

Physical Address: 2111 Trailer Street City: Sulphur State: LA

Phone Number (H) 337-660-5691 (W) _____ (C) 337-515-3673

PROPERTY INFORMATION

Location Address: 2111 Trailer Street Sulphur LA 70663

Present Zoned Classification: Mixed Residential

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

See attached

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

YES ☐ NO ☒

YOU, OR A REPRESENTATIVE, MUST ATTEND THE SCHEDULED MEETING

INITIAL JB

VARIANCE REQUEST INFORMATION

Purpose of Variance Request: To allow displaced Hurricane Laura and Delta victims to keep their FEMA homes in Sulphur Plains and Mobile home park until such time for the homes to be moved. These residents can not purchase their homes without a place to keep them

How did you find out you needed a variance? City ordinances

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: James Braden

Date: 4/19/23

1. Is site located within the City Limits?

Yes

No

N/A

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

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

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

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

6. Is property within a designated flood hazard area?

Flood zone classification _____ bfe _____ ft.

Sulphur Palms Mobile Home and RV Park
2111 Trailer Street
Sulphur, La. 70633

To Whom it May Concern:

I am writing to you regarding tenant Michael Birotte

Tenant is residing at: 2111 Trailer Street Lot 6 Sulphur, La 70633

Since move in we have had absolutely no issues with tenant and property is kept in great condition. Should tenant purchase FEMA unit they will be allowed to keep the unit on premises as temporary housing.

Tenant will sign a lease agreement and pay the monthly lot rent set in lease. Immediately upon purchasing unit and signing of lease agreement, tenant will be responsible for all utilities. Tenant must also sign agreement to comply with all park rules as well as follow all City of Sulphur Ordinances.

Should you have any question or need further information, please contact me at (337)660-5691

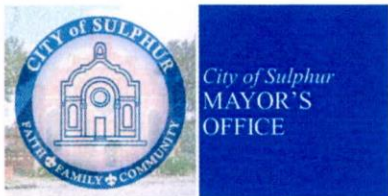
Sincerely

Property Manager Signature
Braden Properties, LLC

Tenant Signature Michael Birotte Date 2-27-23

Living in Iowa when Hurricane Laura hit. Destroyed home
Disabled

Have lived in this RV park since hurricane



Mike Danahay, Mayor

City of Sulphur
Mayor's Office
P.O. Box 1309
Sulphur, LA 70664-1309
Phone: 337-527-4500
Fax: 337-527-4529
mayorsoffice@sulphur.org
www.sulphur.org



Mike Danahay, Mayor

May 8, 2023

Mr. Braden,

In accordance with Article III, Part 2, Section 4 (8) of the Land Use Ordinance, I am hereby required to send you a copy of the Land Use Administrator's recommendation (findings) (see attached) for your requested variance. This is **only a recommendation** from the Land Use Administrator. You, or a representative, **will still need to attend** the following meetings:

Land Use – Monday, May 15, 2023, at 5:30 p.m.

City Council – Monday, June 12, 2023, at 5:30 p.m.

The meeting will be held in the temporary City Council Chambers modular building located at 1551 East Napoleon Street, Sulphur, (the OLD Kroger building parking lot on the southwest corner of Beglis Parkway and East Napoleon).

If you have any questions concerning this matter, please do not hesitate to contact me at the above number.

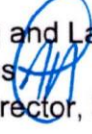
Thank you,

Arlene Blanchard
Council Clerk

FAITH ✝ FAMILY ✝ COMMUNITY



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: 5.5.2023
RE: Land Use: 1. Variance at 2111 Trailer Street to allow for temporary living in an RV due to damages cause by Hurricane Laura.

Summary of Recommendation:

A recommendation in support of this variance cannot be given.

Application:

1. Resolution granting variance to James Braden, 2111 Trailer Street, to allow for a tenant to live in an RV due to damages caused by Hurricane Laura.

Situation:

A tenant of Mr. Braden has been living in RV at 2111 Trailer St. since the Hurricane. The tenants home in Iowa was destroyed by Hurricane, but the tenant does not own said property. The tenant is trying to purchase to RV from FEMA, however, the tenant does not own the property in Iowa so the FEMA trailer cannot be placed there. Applicant is requesting variance to allow for tenant to continue temporary living in RV.





Findings:

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

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

Recommendation:

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

The following stipulations are suggested:

- 1.









RESOLUTION NO. _____, M-C SERIES

Resolution appointing a member to the West Calcasieu Airport Managing Board.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby appoint _____ to the West Calcasieu Airport Managing Board with term to expire June, 2025.

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