

AGENDA  
SULPHUR CITY COUNCIL MEETING  
**MONDAY, SEPTEMBER 9, 2024, AT 5:30 P.M.**

THERE WILL BE A REGULAR MEETING OF THE SULPHUR CITY COUNCIL  
**MONDAY, SEPTEMBER 9, 2024, AT 5:30 P.M.,** IN THE COUNCIL CHAMBERS  
LOCATED AT 1551 EAST NAPOLEON STREET, SULPHUR, LOUISIANA, TO DISCUSS  
AND ADOPT THE FOLLOWING:

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

1. PUBLIC HEARING on ordinance approving application for a borrow pit, not to exceed 70 acres, for KNI, LLC (Kevin Ashy) for property located on the west side of Prater Road, north of Hwy. 90. ORD69-24 (Mandy Thomas)
2. PUBLIC HEARING on ordinance granting a rezone to Joshua Baden from Residential to Business for property located at 2209 Carr Lane to allow for Freedom Plumbing, LLC. ORD70-25 (Melinda Hardy)
3. PUBLIC HEARING on ordinance granting an Exception to Chris Pelloquin and Amber Richard for a Home Business daycare for property located at 316 Beauregard Avenue. ORD71-24 (Mandy Thomas)
4. PUBLIC HEARING on ordinance authorizing Mayor Mike Danahay to enter into a Cooperative Endeavor Agreement with Calcasieu Parish Police Jury for Tire Waste Recycling. ORD72-24 (Mayor Danahay)
5. INTRODUCTION OF ORDINANCE authorizing Mayor Mike Danahay to execute a lease agreement between the City of Sulphur and BAB Rentals, LLC, 501 Willow Avenue, for temporary facilities for City Court and Marshal's office. ORD73-24 (Mayor Danahay)
6. INTRODUCTION OF ORDINANCE amending and re-adopting the General Fund Budget for Fiscal Year ending June 30, 2023-2024 to reflect a \$3 million decrease in Intergovernmental Revenue due to over budgeting FEMA reimbursements in 2023-2024. ORD74-24 (Mayor Danahay)
7. RESOLUTION approving liquor license for Kings Point IV located at 3610 East Napoleon Street. RES43-24 (Mayor Danahay)

8. RESOLUTION authorizing the advertisement of bids for 2024 Overlay Project.  
RES44-24 (Mayor Danahay)
9. RULE TO SHOW CAUSE for the condition of the following addresses:
  - a. To condemn building or structure located at 1404 Peachtree Road, in accordance with Article IX, Section 5-286 through 5-296 of the Code of Ordinances. (Joy Abshire)
  - b. To condemn building or structure located at 414 West Napoleon Street, in accordance with Article IX, Section 5-286 through 5-296 of the Code of Ordinances. (Melinda Hardy)
  - c. To condemn building or structure (single story shed) located at 509 Lewis Street, in accordance with Article IX, Section 5-286 through 5-296 of the Code of Ordinances. (Dru Ellender)
10. RESOLUTION amending the LA DOTD Maintenance Agreement for mowing and litter pickup for fiscal year ending June 30, 2025, to allow for one additional cycle of mowing.  
RES45-24 (Mayor Danahay)
11. CONDEMNATION OF STRUCTURES in accordance with Chapter 5, Section 289 of the Code of Ordinances of the City of Sulphur for the condition of the following addresses as a result of Hurricanes Laura and Delta (PPDR properties):

PRIMARY STRUCTURES

- a. To condemn building or structure located at 1005 Live Oak Street.
- b. To condemn building or structure located at 1400 LeBlanc Street.
- c. To condemn building or structure located at 1406 LeBlanc Street.
- d. To condemn building or structure located at 1505 Garth Drive.
- e. To condemn building or structure located at 2476 St. Rose Ave.
- f. To condemn building or structure located at 318 Vincent Lane.
- g. To condemn building or structure located at 608 South Crocker Street.
- h. To condemn building or structure located at 621 Mustang Street.
- i. To condemn building or structure located at 644 Maple Street.

- j. To condemn building or structure located at 822 North Huntington Street.
- k. To condemn building or structure located at 916 Lilliput Lane.

#### SECONDARY STRUCTURES

- a. To condemn building or structure located at 2218 North Rose Park Avenue.
- b. To condemn building or structure located at 26 East End Avenue.
- c. To condemn building or structure located at 608 South Crocker Street.
- d. To condemn building or structure located at 814 Mackey Street.
- e. To condemn building or structure located at 316 Landry Street.
- f. To condemn building or structure located at 220 Avelia Street.
- g. To condemn building or structure located at 214 Pine Street.

#### 12. PUBLIC COMMENT - 3 MINUTES PER SPEAKER - ONLY SPEAK 1 TIME PER ITEM.

*This ends the public comment section of the meeting.*

#### ADJOURNMENT

The next regular City Council meeting will be held on Tuesday, October 15, 2024, 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 NO.                      M-C SERIES

ORDINANCE APPROVING APPLICATION FOR A BORROW PIT, NOT TO EXCEED 70 ACRES, FOR KNI, LLC (KEVIN ASHY) FOR PROPERTY LOCATED ON THE WEST SIDE OF PRATER ROAD, NORTH OF HWY. 90.

WHEREAS, application has been submitted by KNI, LLC for approval for a borrow pit, not to exceed 70 acres, for KNI, LLC (Kevin Ashy) for property located on the west side of Prater Road, north of Hwy. 90 for the following property description:

THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE SW QUARTER OF THE SW QUARTER OF SECTION 29 AND THE NW QUARTER OF THE NW QUARTER OF SECTION 32, ALL IN TOWNSHIP 9 SOUTH, RANGE 9 WEST, SOUTHWESTERN LAND DISTRICT, LOUISIANA MERIDIAN, CALCASIEU PARISH, LOUISIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT THAT IS NORTH 89°23'12" WEST 50.00 FEET FROM THE SE CORNER OF THE SW QUARTER OF THE SW QUARTER OF SAID SECTION 29, TOWNSHIP 9 SOUTH, RANGE 9 WEST;

THENCE SOUTH 00°11'12" EAST A DISTANCE OF 1263.31 FEET; THENCE NORTH 89°53'52" WEST A DISTANCE OF 1220.00 FEET;

THENCE NORTH 00°11'12" WEST A DISTANCE OF 2499.30 FEET; THENCE SOUTH 89°53'52" EAST A DISTANCE OF 1220.00 FEET;

THENCE SOUTH 00°11'12" EAST A DISTANCE OF 1235.99 FEET TO THE POINT OF COMMENCEMENT.

HEREIN DESCRIBED TRACT CONTAINING 70.00 ACRES, MORE OR LESS, AND SUBJECT TO ANY RIGHTS OF WAY, SERVITUDES AND/OR EASEMENTS OF RECORD OR BY USE.

WHEREAS, approval of application is contingent upon the applicant submitting the following required documents with the development permit application:

1. Runoff Management Plan (RMP)
2. Gravity Drainage District 5 Letter of No Objection (depends on access to southern portion)
3. Stormwater Pollution Prevention Plan / Notice of Intent to DEQ for discharge permit
4. Detailed ingress/egress plans, on and off site

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

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby approve the application for a borrow pit, not to exceed 70 acres, for KNI, LLC (Kevin Ashy) for property located on the west side of Prater Road, north of Hwy. 90.



APPROVED AND ADOPTED by  
the City Council of the City of  
Sulphur, Louisiana, on this \_\_\_\_  
day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
NICK NEZAT, Chairman

I HEREBY CERTIFY that the  
foregoing Ordinance has been  
presented to the Mayor on this  
\_\_\_\_ day of \_\_\_\_\_,  
2024, 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 \_\_\_\_\_,  
2024, the foregoing ordinance which has  
approved/vetoed by the Mayor.

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



# Memo

To: Land Use and Planning Commissioners  
From: Austin Abrahams   
Director, Department of Public Works  
CC: Arlene Blanchard, Mayor Mike Danahay  
Date: 7/8/2024  
Re: ***Property located on west side of Prater Road, north of Hwy 90:  
Approval of Borrow Application***

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Comments: **Application:**

KNI, LLC (Kevin Ashy) has requested the approval of a borrow pit, not to exceed 70 acres.

**Situation:**

Applicant has already received a variance for the borrow pit to exceed five acres not to exceed 70 acres. The proposal includes two ponds separated by a drainage lateral maintained by GGD5. Depending on how the applicant plans to access the southern portion, additional approval from gravity drainage may be required.

**Findings:**

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

- a. Required documents not yet received for review:
  1. Runoff Management Plan (RMP)
- b. In accordance with Article III, Part 2, Section 10 of the Land Use Ordinance, hauling must be completed within 3 years.

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**Recommendations:**

Contingent upon the applicant submitting required documents with the development permit application and found to be in compliance with city standards, it is recommended the application be granted.

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## City of Sulphur Application for Borrow Pit or Pond

Date: 6/28

Fee: \_\_\_\_\_  
(See Ord. 1733 M-C)

**Submit the following with this application: Legal description and a detailed site plan. Upon review, the Permit Office may require a cash deposit. If necessary, the deposit must be paid to the Permit Office before the application is considered complete. This will apply to all borrow pit and pond application requests.**

Name of Applicant: Kevin Ashy Phone: \_\_\_\_\_ Cell: 225-939-8485

Address: 19620 Southern Hills Ave Baton Rouge LA 70809  
Street City State, Zip Code

Name of Dirt Contractor: TBD Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State, Zip Code

Does the Dirt Contractor have an occupational license? \_\_\_\_\_ Yes \_\_\_\_\_ No

Location of Excavation: \_\_\_\_\_

Purpose of Excavation: Personal use: Borrow Pit ☒ Pond \_\_\_\_\_

Will any dirt be removed from the site? ☒ Yes \_\_\_\_\_ No

Size of Borrow Pit/Pond: \_\_\_\_\_ Length \_\_\_\_\_ Width \_\_\_\_\_ Depth \_\_\_\_\_ Side Slope  
(Can't exceed 5 acres)

**If dirt is removed from the site, this section must be filled out completely**

What percentage of dirt will be removed from site 100 % # of cubic yards 4.2 million

Cubic yards are determined by using this formula (Length (ft.) X Width (ft.) X Depth (ft.) divided by 27 = cubic yards

1. Size of trucks to haul dirt: \_\_\_\_\_ 7 yards \_\_\_\_\_ 14 yards TBD Other \_\_\_\_\_
2. Number of loads to be hauled each day: unknown
3. Which days of the week do you plan to operate: up to 7 Days
4. Operating hours of borrow pit/pond: Per Ordinance
5. How long will it take to complete the dirt removal operation: unknown
6. Do you have a contract with a specific company: No
7. Name all roads you plan to haul on from this location: TBD

8. Is site to be fenced? \_\_\_\_\_ Yes \_\_\_\_\_ No Fence type: TBD

9. Will borrow pit/pond be stocked? \_\_\_\_\_ Yes ☒ No

10. Will public have access to the stocked pit? \_\_\_\_\_ Yes ☒ No

11. What are the setbacks? \_\_\_\_\_ Side yard \_\_\_\_\_ Rear Yard \_\_\_\_\_ Front Yard

12. What is the distance of the nearest borrow pit in operation unknown

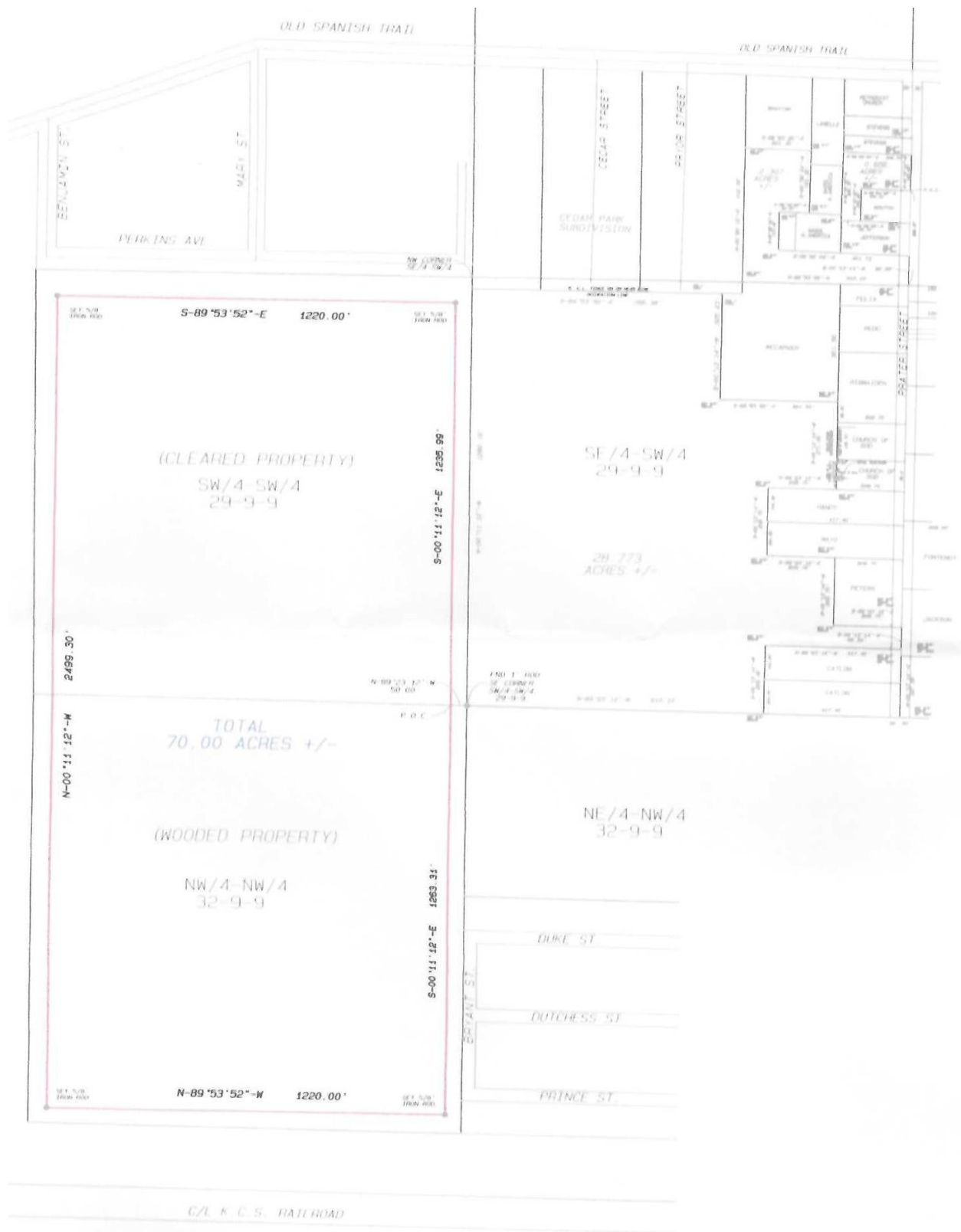
13. Length of access road and type of road surface TBD

Special Note: The individuals signing this form, including all accompanying documents, certifies that the information provided is true, correct and complete to the best of my knowledge and belief.

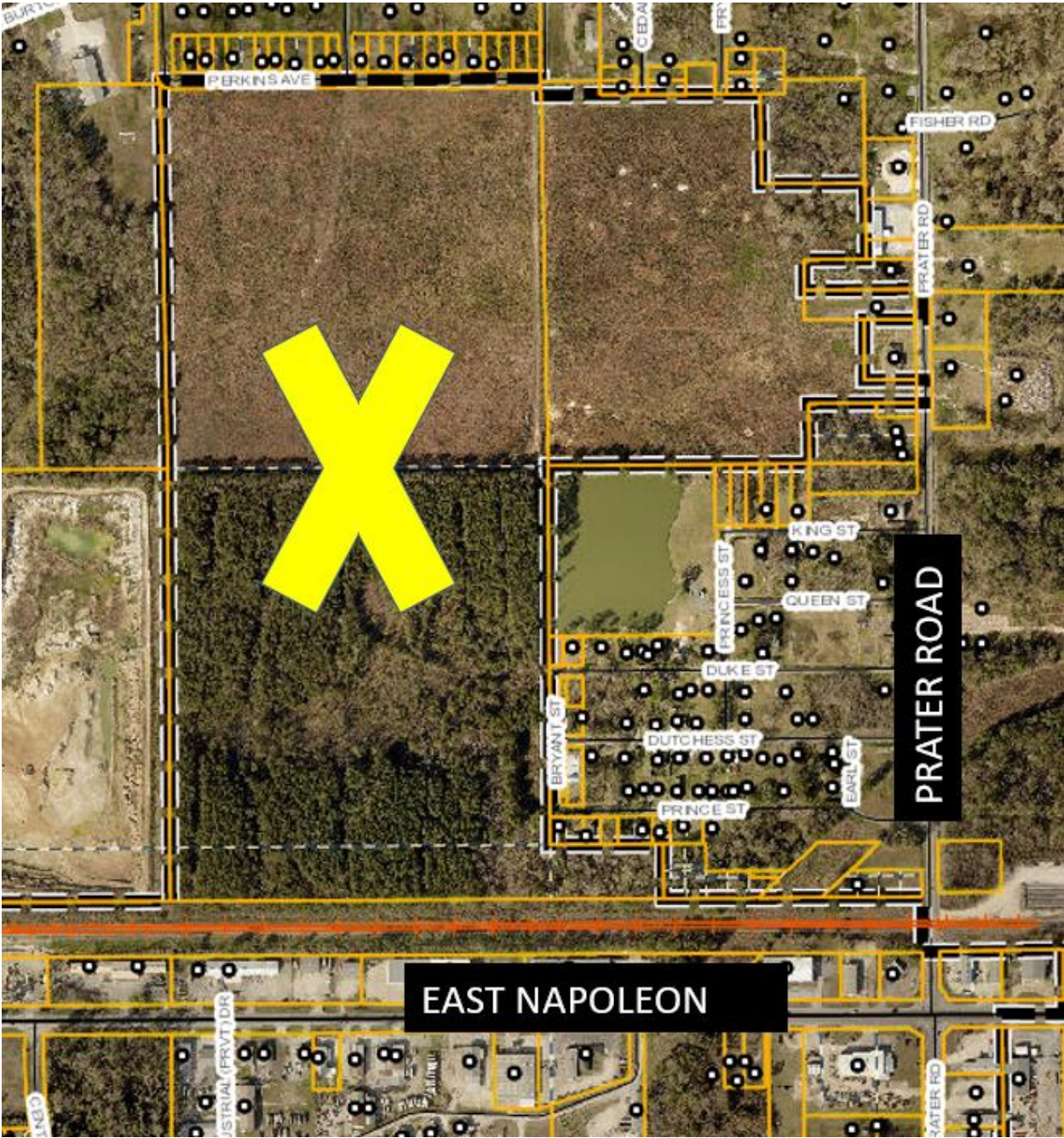
[Signature] 6/28  
Applicant Date Dirt Contractor Date

Comment letter from Land Use Administrator/Chief Building Official \_\_\_\_\_

Remarks: \_\_\_\_\_







ORDINANCE NO.                      M-C SERIES

ORDINANCE GRANTING A REZONE TO JOSHUA BADEN FROM  
RESIDENTIAL TO BUSINESS FOR PROPERTY LOCATED AT 2209 CARR  
LANE TO ALLOW FOR FREEDOM PLUMBING, LLC.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a rezone to Joshua Baden from Residential to Business for property located at 2209 Carr Lane to allow for Freedom Plumbing, LLC, for the following described property:

W 72 FT OF-COM 30 FT W AND 30 FT S OF NE COR SE SEC 35.9.10, TH S  
116.34 FT, W 178.7 FT ETC PART J & W INVESTMENTS

BE IT FURTHER ORDAINED that the following stipulations be placed on said property:

- Parking and driveway must be concrete and adhere to the site plan.
- The west side property boundary shall install an 8-foot-tall privacy fence in accordance with the city's buffteryard ordinance.

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 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 Joshua Baden from Residential to Business for property located at 2209 Carr Lane to allow for Freedom Plumbing, LLC with the above stipulations.

APPROVED AND ADOPTED by  
the City Council of the City of  
Sulphur, Louisiana on this \_\_\_\_\_  
day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
NICK NEZAT, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this

I HEREBY CERTIFY that I have received from the Mayor at \_\_\_\_\_ o'clock \_\_\_\_m. on this \_\_\_\_\_ day of \_\_\_\_\_,

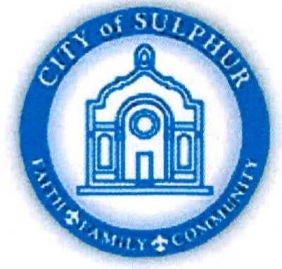
\_\_\_\_ day of \_\_\_\_\_,  
2024, at \_\_\_\_\_ o'clock \_\_\_\_\_.m.

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

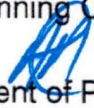
2024, the foregoing ordinance which has  
approved/vetoed by the Mayor.

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





# Memo

To: Land Use and Planning Commissioners  
From: Austin Abrahams   
Director, Department of Public Works  
CC: Arlene Blanchard, Mayor Mike Danahay  
Date: 8/7/2024  
Re: **2209 Carr Lane** - Rezone Request

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Comments: **Application:**

**Joshua Baden** has requested a rezoning of the referenced area from **Residential** to **Business**.

**Situation:**

Applicant would like to rezone the property to Business to allow a laydown yard and parking for equipment and employees of Freedom Plumbing, LLC. Applicant is considering the possibility of office in future.

**Findings:**

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

1. The Application appears substantially complete.
2. The considered area is bordered by **developed land**.
3. The considered area is bordered by land zoned **Commercial and Residential**.
4. The applicant has been requested to provide statements from adjacent property owners relative to their lack of objection.





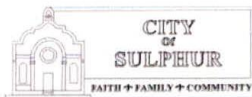
5. **Residential** land use allows single family dwelling, residential accessory uses, home occupations, public uses, churches, schools, libraries and museums.
6. There is **Business** land use area established by zoning adjacent to or within **40** feet of the area under consideration.
7. The nearest, contiguously zoned **Business** land use area is on the north side of Carr Lane, between S. Post Oak and Ohio Street.
8. The request to amend the land use map may constitute "spot zoning".

**Recommendations:**

Absent an intent to encourage a **Business** corridor in the vicinity, a recommendation in favor of rezoning **cannot** be made.

The following stipulations or restrictions are suggested:

- a. Maintain 6' privacy fence and 20 feet wide buffer yard along west property line.
- b. Develop a drainage plan and have it approved as part of the Permit process.
- c. Containers for solid waste shall be located no closer than fifteen feet to an adjacent property line and screened with a 6' tall, gated, masonry or lumber fence.



CITY OF SULPHUR  
APPLICATION FOR

DEVELOPMENT APPROVAL

Date Received

7-30-24

\$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 COUNCIL APPROVES/DISAPPROVES, APPLICANT MUST REMOVE SIGN FROM PROPERTY.

PRINT NAME

Joshua Baden

DATE

7/24/24

PROPERTY OWNER INFORMATION

Name of Property Owner

Joshua Baden

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

Mailing Address:

P.O. Box 296

City:

Sulphur

State:

LA

Email:

Freedomplumbingla@gmail.com

Physical Address:

2209 Carr Ln

City:

Sulphur

State:

LA

Phone Number (H)

888-6019

(W)

(C)

318 613-0036

PROPERTY INFORMATION

Location Address:

2209 Carr Ln

Present Zoned Classification:

Residential

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

See attached for

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

YES NO

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

INITIAL

9AB

REQUEST INFORMATION

☒ REZONE

☐ EXCEPTION

☐ SUBDIVISION

☐ BILLBOARD

☐ PRE. PLAT

☐ FINAL PLAT

☐ DOES REZONE REQUIRE FENCING

NAME OF SUBDIVISION

Zoning Change: From

Residential

To

Commercial Business

Purpose of Request:

Looking to Future Home of Freedom Plumbing LLC

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:

Joshua A Baden

Date:

7/24/24

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 X bfe \_\_\_\_\_ ft.











ORDINANCE GRANTING AN EXCEPTION TO CHRIS PELLOQUIN AND  
AMBER RICHARD FOR A HOME BUSINESS DAYCARE FOR PROPERTY  
LOCATED AT 316 BEAUREGARD AVENUE.

WHEREAS, in accordance with Article IV, Part 2, Section 6 (4) of the Land Use Ordinance of the City of Sulphur, the following is required:

- (4) Home Occupations Permitted as Exceptions by Land Use Commission and City Council.
  - (a) Recreational instruction, day care facilities and fine arts and crafts instruction, provided:
    - (1) Applicant must obtain all applicable permits and licenses required by state regulatory agencies.
    - (2) Hours of operation, except for day care, shall be limited to 9:00 a.m.—4:30 p.m., Monday through Friday.
    - (3) All parking shall be off-street parking, on a paved driveway.
    - (4) The home occupation shall be conducted entirely within the enclosed principal structure or within a surrounding wall or fence.
    - (5) Outdoor storage of equipment or material is limited to that normally supporting a residential outdoor activity being conducted on the premises.
    - (6) For day care facilities, no more than six (6) children are on the premises at any time, not including those related to the caregiver.
    - (7) All use limitations in (5) "Use Limitations", below, not modified in this section, (4)(a), shall be met.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant an Exception to Chris Pelloquin and Amber Richard for a Home Business daycare for property located at 316 Beauregard Avenue for the following described property:

LOT 5 AND S 15 FT LOT 4 BLK 9 MAPLEWOOD SUB

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

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

Upon approval of this exception the owner 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 exception 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 an Exception to Chris Pelloquin and Amber Richard for a Home Business daycare for property located at 316 Beauregard Avenue.

APPROVED AND ADOPTED by  
the City Council of the City of  
Sulphur, Louisiana, on this \_\_\_\_\_  
day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
NICK NEZAT, Chairman

I HEREBY CERTIFY that the  
foregoing Ordinance has been  
presented to the Mayor on this  
\_\_\_\_\_ day of \_\_\_\_\_,  
2024, 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 \_\_\_\_\_,  
2024, the foregoing ordinance which has  
approved/vetoed by the Mayor.

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





# Memo

To: Land Use and Planning Commissioners  
From: Austin Abrahams *AA*  
Director, Department of Public Works  
CC: Arlene Blanchard, Mayor Mike Danahay  
Date: 8/7/2024  
Re: **316 Beauregard Avenue** – Exception Home Business Daycare

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Comments: **Application:**

**Chris Pelloquin and Amber Richard** have requested an Exception to allow Home Business Daycare on property.

**Situation:**

Applicant has requested, to be allowed to own and operate a daycare in their residence as a Home Business. This home business is temporary while the applicants acquire property adequate for the use.

**Findings:**

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

1. The Application appears substantially complete.
2. The considered area is bordered by **developed land**.
3. The considered area is bordered by land zoned **Residential**.
4. Article IV, Part 2, Section 6(4)(a) of the Land Use Ordinance, Home Occupations Permitted as Exceptions by Land Use and





Commission and City Council for recreational instruction, day care facilities and fine arts and crafts instruction.

**Recommendations:**

A recommendation in favor of the exception is given. The following restrictions are required per Article IV, Part 2, Section 6 (4)(a)(1-6) of the Land Use Ordinance.

- (1) Applicant must obtain all applicable permits and licenses required by state regulatory agencies.
- (2) Hours of operation, **except for day care**, shall be limited to 9:00 a.m. – 4:30 p.m., Monday through Friday.
- (3) All parking shall be off street parking, on a paved driveway.
- (4) The home occupation shall be conducted entirely within the enclosed principal structure or within a surrounding wall or fence.
- (5) Outdoor storage of equipment or material is limited to that normally supporting a residential outdoor activity being conducted on the premises.
- (6) For day care facilities, no more than six (6) children are on the premises at any time, not including those related to the caregiver.

## Home Business/Occupation Application

**Purpose.** The regulations are designed to protect and maintain the residential character of established neighborhoods while recognizing that particular professional and limited business activities are traditionally carried on in the home and are compatible with the long term of integrity of a residential neighborhood.

Name: Chris Pelloquin / Amber Richard pelicanmgmt86@gmail.com

Address: 316 Beauregard Ave, Sulphur, LA 70663

Phone: 337 802 9667 / 337 607 7754

Email: pelicanmgmt86@gmail.com

Name of Business: Pelloquin Management LLC dba Mi-Mi's Playhouse

Type of Business: Daycare Services

Describe Business in detail: Care for and tend to the needs of children under 5 years of age while parents are at work in a safe environment.

Where will supplies/equipment be stored: Areas inaccessible to the children.

If supplies are not stored within the home, they will be totally enclosed in the backyard:

☐ In an accessory building

☐ Behind a wall or fence

### Owner must complete this section if applicant does not own the above address

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Signature: \_\_\_\_\_

### Please check the following stating that you fully understand the use limitations:

Particular Home Occupations Permitted. Permitted home occupations are:

- (a) Homebound employment of a physically, mentally, or emotionally handicapped person who is unable to work away from home by reason of his disability;
- (b) Office facilities for salesmen, sales representatives, or authorized agents of firms or companies;
- (c) Studio or office of an artist, musician, photographer, craftsman, writer, tailor, seamstress, accountant, architect, beautician, broker, doctor, engineer, lawyer, insurance agent, realtor or member of similar profession or similar person provided that the existence of the home occupation will not increase the number of average daily automobile trips generated by the residence in which the home occupation is located;
- (d) Outdoor activities which have no discernable off-site impact and are conducted in a backyard and are totally enclosed within an accessory building, wall or fence and are clearly subordinate to the principal structure.

☒ This Home Business application is in addition to any other application at this same address. The impacts from the combined Home Businesses shall not exceed the limitations placed by Ordinance on Home Business use in a residential dwelling unit (more than one business).

☒ The home occupation shall be conducted entirely within the enclosed principal structure and shall not be visible from any residential structure or a public way.

☐ The home occupation shall not occupy more than ten (10) percent of the floor area of the dwelling unit.

☒ 2365 Sq. ft of home 200 Sq. ft of office

☒ There shall be no outdoor storage of equipment or materials used in the home occupation.

☒ No mechanical, electrical, or other equipment which produces noise, electrical or magnetic interference, vibration, heat, glare or other nuisance outside the residential or accessory structure shall be used.

☒ No home occupation shall be permitted which is noxious, offensive or hazardous by reason of vehicular traffic, generation or emission of noise, vibration, smoke, dust or other particulate matter, odorous matter, heat, humidity, glare, refuse, radiation or other objectionable emissions.

☒ No more than one employee shall be permitted other than a resident of the dwelling.

☒ No sign shall advertise the presence or conduct of the home occupation, other than a non-illuminated name plate, which does not exceed two square feet in size.

☒ The home occupation will not increase the number of average daily automobile trips generated by the residence in which the home occupation is located.

☒ All business activities conducted upon the premises are conducted within the dwelling by a member or members of the immediate family by blood or marriage residing in the dwelling and such business activities are incidental and secondary to the use of the dwelling for dwelling purposes. The dwelling used for the home occupation must be the principal residence of the resident conducting the home occupation, evidenced by voter registration or driver's license registration at that location.

☒ No commercial vehicle exceeding one and one-half (1 1/2) tons rating shall be parked upon any residentially zoned lot or parcel except while in the process of making a pickup or delivery. Not more than one (1) commercial vehicle associated with the home occupation (a vehicle registered in the name of a business or used in the conduct of a business) may be parked upon a residentially zoned lot or parcel. This restriction shall not apply to automobiles, in which case the limit shall be two (2).

☒ Applicant certifies that the property does not hold any restrictions or covenants that would be in conflict with said request.

☒ Do you currently have any pending violation with any ordinance of the City of Sulphur ☐ YES ☒ NO

Signature [Signature] Date 7/15/24

### For Office Use Only

☐ Approved

☐ Not Approved

Approved by \_\_\_\_\_ Date Approved \_\_\_\_\_

Land Use Administrator \_\_\_\_\_ Date Approved \_\_\_\_\_



*This section is only filled out if you want to do the following outside of your primary structure. This activity is only permitted by an Exception and shall be voted on by Land Use Commission and City Council:*

Recreational instruction, day care facilities and fine arts and crafts instruction, provided:

- ☒ Applicant must obtain all applicable permits and licenses required by state regulatory agencies.
- ☒ Hours of operation, except for day care, shall be limited to 9:00 a.m. – 4:30 p.m., Monday through Friday.
- ☒ All parking shall be off street parking, on a paved driveway.
- ☒ The home occupation shall be conducted entirely within the enclosed principal structure or within a surrounding wall or fence.
- ☒ Outdoor storage of equipment or material is limited to that normally supporting a residential outdoor activity being conducted on the premises.
- ☒ For day care facilities, no more than six children are on the premises at any time, not including those related to the caregiver.

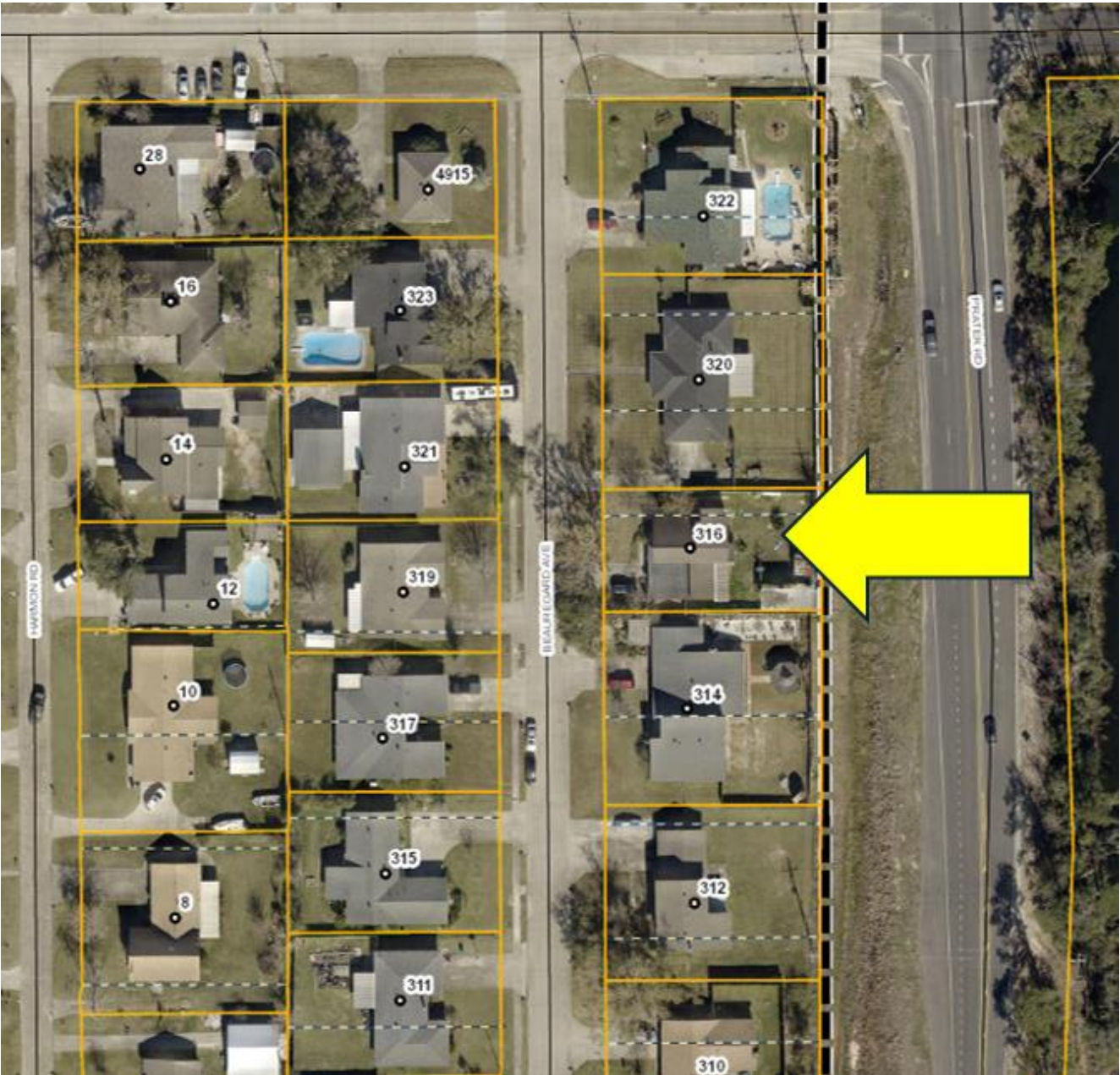
Signature *[Signature]*

Date 7/11/24

**For Office Use Only**

Recommended by Land Use Commission ☐ Yes ☐ No Date \_\_\_\_\_

Approved by City Council ☐ Yes ☐ No Date \_\_\_\_\_









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

ORDINANCE AUTHORIZING MAYOR MIKE DANAHAHAY TO ENTER INTO  
A COOPERATIVE ENDEAVOR AGREEMENT WITH CALCASIEU PARISH  
POLICE JURY FOR TIRE WASTE RECYCLING.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Mike Danahay to enter into a Cooperative Endeavor Agreement with Calcasieu Parish Police Jury for Tire Waste Recycling.

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 \_\_\_\_\_, 2024.

\_\_\_\_\_  
NICK NEZAT, Chairman

I HEREBY CERTIFY that the  
foregoing Ordinance has been  
presented to the Mayor on this  
\_\_\_\_\_ day of \_\_\_\_\_,  
2024, 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 \_\_\_\_\_,  
2024, the foregoing ordinance which has  
approved/vetoed by the Mayor.

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



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

STATE OF LOUISIANA  
PARISH OF CALCASIEU

THIS AGREEMENT is hereby made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2024, by and between the CALCASIEU PARISH POLICE JURY, hereinafter referred to as "PARISH," a political subdivision of the State of Louisiana, represented herein by its duly authorized Administrator, Bryan C. Beam, and CITY OF SULPHUR, hereinafter referred to as "CITY," a political subdivision of the State of Louisiana, and represented herein by its duly authorized Mayor, Mike Danahay.

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

WHEREAS, the PARISH and the CITY has a legal obligation of providing waste tire recycling for the benefit of the citizens of Calcasieu Parish, and

WHEREAS, the PARISH and the CITY consider the public benefit of waste tire recycling to be proportionate to the costs associated with this activity.

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

**1. Scope of Agreement**

The PARISH and the CITY hereby agree to work together to alleviate waste tire littering in Calcasieu Parish by having the CITY bring waste tires collected as litter in the City of Sulphur to the PARISH'S Public Works West Convenience Center located at 2915 Post Oak Road, Sulphur, LA 70663. Such delivery will be during regular working hours of operation, Thursday-Monday 7:00 am – 5:00 pm, along with manifests for all tires received (roadways, right of ways, etc.). Manifests are to include a breakdown of the types of tires being delivered to satisfy third party vendor invoicing requirements. This information will be included in the PARISH's monthly Department of Environmental Quality (DEQ) reporting, keeping such manifest records for five years, according to DEQ mandates.



The CITY is limited to a maximum of nineteen (19) tires delivered to the PARISH per day. The PARISH will not accept more than nineteen (19) tires per day. The CITY must submit manifests listing the number and type of tires being delivered, location where the tires were picked up and any additional information required by the Department of Environmental Quality (DEQ). The PARISH will be responsible for all waste tire reporting to the DEQ. Payments to third party tire collectors will be through the PARISH exclusively. No commercial delivery of waste tires will be accepted at said convenience center. Only government vehicle delivery will be accepted.

## **2. Term of Agreement**

The effective date of this agreement shall be June 1<sup>st</sup>, 2024. This agreement shall have an initial term of one (1) year, commencing on the effective date and concluding one (1) year thereafter. The initial term of this agreement shall be automatically extended for four (4) additional one-year terms unless either party notifies the other party in writing of its intention not to renew, not less than thirty (30) days prior to the expiration of the current term.

## **3. Payment Terms**

The PARISH will invoice the CITY for the cost of third-party tire collector fees and any additional direct handling costs identified by the PARISH. Under this agreement, the CITY agrees to pay the PARISH all amounts properly invoiced and due subject to an annual not-to-exceed amount of twenty thousand dollars (\$20,000).

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

## **4. Amendments and Assignments**

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

## **5. Records and Audits**

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

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

## **6. Liability, Indemnity and Insurance**

Both parties are responsible for the maintenance, upkeep and any insurance requirements related to the operations or activities associated with this agreement.

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

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



## **7. Termination of Agreement and Dispute Resolution**

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

## **8. Severability, Entire Agreement and Captions**

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

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

## **9. No Authorship Presumptions**

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

**10. Address of Notices and Communications**

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

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

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

Honorable, Mike Danahay, Mayor  
101 North Huntington Street  
Sulphur, LA. 70663

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

\*\*\*\*\*

THUS DONE AND SIGNED on the \_\_\_\_ day of \_\_\_\_\_ 2024, in Lake Charles, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES: **CALCASIEU PARISH POLICE JURY:**

\_\_\_\_\_  
Witness Signature BY: \_\_\_\_\_  
BRYAN C. BEAM, ADMINISTRATOR

\_\_\_\_\_  
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 \_\_\_\_\_ 2024, in \_\_\_\_\_, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES: **CITY OF SULPHUR:**

\_\_\_\_\_  
Witness Signature BY: \_\_\_\_\_  
MIKE DANAHEY, MAYOR

\_\_\_\_\_  
Printed Witness Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Witness Name

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

\_\_\_\_\_  
Notary Printed/Stamped Name  
and Identification Number

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

ORDINANCE AUTHORIZING MAYOR MIKE DANAHAHAY TO EXECUTE A  
LEASE AGREEMENT BETWEEN THE CITY OF SULPHUR AND BAB  
RENTALS, LLC, 501 WILLOW STREET, FOR TEMPORARY FACILITIES  
FOR CITY COURT AND MARSHAL’S OFFICE.

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

WHEREAS, the City of Sulphur desires to lease property from BAB Rentals, LLC, for property located at 501 Willow Street, in the amount of \$20,000.00 per month (base rent) for temporary facilities for City Court and Marshal’s office for the following described property:

COM SW COR E CHERRY AND WILLOW AVE S 89 DEG 35 ½ MIN W  
236.1 FT S 32 DEG 41 MIN E 313.3 FT N 84 DEG 31 1/2 MIN E 67.2 FT N NO  
DEG 01 MIN E 259 FT TO COM

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 execute a lease agreement between the City of Sulphur and BAB Rentals, LLC for property located at 501 Willow Street, for temporary facilities for City Court and 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  
the City Council of the  
City of Sulphur, Louisiana,  
on this \_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
NICK NEZAT, Chairman

I HEREBY CERTIFY that the  
foregoing Ordinance has been  
presented to the Mayor on this  
\_\_\_\_ day of \_\_\_\_\_,  
2024, 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 \_\_\_\_\_,  
2024, the foregoing ordinance which has  
approved/vetoed by the Mayor.

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



# COMMERCIAL LEASE AGREEMENT

STATE OF LOUISIANA  
PARISH OF CALCASIEU

**BAB RENTALS, LLC**, as Landlord, hereby leases and rents unto: **CITY OF SULPHUR** as Tenant, a certain commercial building space identified as Approximately **6,400 +/- Sq. ft.** (the "Leased Premises"), commercial building "exhibit A" located at **501 Willow Avenue Sulphur, LA 70663**, on the following terms and conditions:

1. **BASE RENT:** Tenant shall pay \$20,000.00 per month for base rent with Net Fee's. Rent shall be made payable to **BAB RENTALS, LLC**. Rent should be made through ACH transfer to Landlord's bank account or mailed to 1235 E Napoleon St, Sulphur, LA 70663.

NET FEE'S	Year 1-2	Option Years total of 3
BASE RENT	\$20,000.00	\$20,000.00
TAX'S	\$205.83 (CURRENT ESTIMATE)	\$205.83 (CURRENT ESTIMATE)
INSURANCE	\$650.00 (ESTIMATE)	\$650.00 (ESTIMATE)
CAM	\$0.00	\$0.00
Total Monthly Rent	\$20,855.83	\$20,855.83

\***NET** shall be updated January 1<sup>st</sup> each year with the latest property tax and insurance premiums. Listed NET above reflects latest NET available.

**NOTE:** Rent shall be due on the first day of each month. All rent more than ten (10) days in arrears shall bear interest at the rate of fifteen percent (15%) per annum from the first day of the month, or the due date, until paid. Any payment of interest shall also include the rent due.

- 2. TERM:** This Lease shall be for a primary term of 2 YEARS, beginning on **November 1, 2024, and or starting at the end of construction, with a certificate of occupancy**, and ending at midnight **October 31, 2026**. With and option for 3 - 1 year renewal. If not renewed by the end date October 31, 2024, then this lease will automatically renew for another full year, unless agreed upon another term in writing. The Start date is an estimated date only and is subject to change, this lease is 100% valid and is contingent upon the purchase of 501 Willow Avenue Sulphur, LA 70663. Upon the purchase of 501 Willow Avenue Sulphur, LA 70663, this lease will become effective and rent to start on commencement date of this lease, or at the completion of construction certified with a certificate of occupancy.

1

Initials: \_\_\_\_\_

Tenant

Landlord

**ALTERATIONS:** Tenant shall make no alterations or additions to the premises without written permission of Landlord. Should any addition or alteration made by Tenant cause any increase in the insurance rate on the premises, Tenant shall pay such increase in addition to the agreed monthly rental amount. Any such additions or changes made to the premises by Tenant shall become the property of Landlord, at the termination of this Lease, without any right of reimbursement therefor. Tenant shall promptly remove any items belonging to Tenant and repair or replace in a like condition the Leased Premises on or before the expiration of this Lease, or any extension or renewal thereof. Any alterations or additions made by Tenant to the leased premises shall be performed in a good and workmanlike manner, in compliance with all governmental requirements and permits, and without interference with the other tenants or the transaction of business in the Building. Tenant and its contractors shall secure sufficient builder's risk, liability and workers compensation insurance, naming Landlord as an additional insured and provide proper evidence of such insurance coverage to Landlord prior to commencement of any work. Tenant shall defend, indemnify and hold Landlord harmless from all claims, liabilities, obligations and expenses, including attorney fees, arising from or in any way connected with such work. Tenant shall only use a licensed and bonded contractor for any such work; Tenant warrants that the contractor and all subcontractors, laborers and suppliers shall be paid in a timely manner; and Tenant hereby indemnifies Landlord (including attorney fees) against liens for any work performed, material furnished or obligations incurred by or on behalf of Tenant, Tenant shall keep the premises and the Building free from any such liens, and Tenant shall discharge or bond any lien filed within ten (10) days after notice of the filing thereof. Tenant agrees specifically that no food, soft drink, or other dispenser or facility will be installed within the Premises without prior written consent of Landlord.

**6. CONDITION AND UPKEEP OF PREMISES:** Should Tenant be in default of the requirements of this provision, Landlord may, after written notice to Tenant, remedy such default at Tenant's expense, and such expense shall be treated as additional rental due under this Lease by Tenant.

Landlord



All other repairs, routine maintenance, within the leased premises shall be borne by the Tenant. Maintenance of all plumbing fixtures, air conditioners (Landlord to provide inspections from the inspection of purchase, including the air conditioner inspection), lighting, flooring, including lawn care, shall be borne by Tenant. Further, in the event that the cost of any repairs required, either to the leased premises or to the common areas, are as a result of negligence or willful act of Tenant or Tenant's agents, employees, contractors, customers or visitors, such cost shall be borne by Tenant. Tenant shall report, in writing, to Landlord any damage to or needed repairs at the leased premises within twenty-four (24) hours of Tenant's knowledge of occurrence, and upon Tenant's failure to do so, Tenant shall be bound to repair any damage resulting therefrom. Should Tenant fail to make such repairs it is obligated to make hereunder, Landlord may, at its option, have the repairs made at the cost and expense of Tenant.

8. **SERVITUDES:** Landlord shall have the right to grant servitudes and easements in areas of the leased premises for the installation of utilities, provided that the use of such servitude and easement for such purposes do not interfere substantially with the operation of Tenant's business. The Tenant shall not be entitled to any compensation or abatement of rent if the use of such servitude or easement does not interfere substantially with the operation of the Tenant's business.

Should the leased premises, through no fault or neglect of Tenant or its agents, employees, contractors, patrons or visitors, only be partially destroyed or partially damaged by fire or other casualty so as to render the premises untenantable, the rent herein shall abate thereafter until such time as the premises are made tenantable by Landlord or Landlord may elect at its sole option to terminate the Lease. Landlord shall give Tenant written notice within 60 calendars days whether the leased premises will be repaired, or that the lease is terminated. If only a portion of the premises is untenantable, a pro rata abatement of the rent shall be made. If Landlord elects to repair the Leased Premises, a failure to place Tenant back into possession of the entire Lease Premises within 180 days shall give the Tenant the right to declare in its sole, unfettered discretion that the Lease terminated.

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condition of the Leased Premises, or (b) any use, business or operation conducted thereupon by Tenant, or any of Tenant's agents, servants, employees or invitees or otherwise related in any way to Tenant's use or occupancy of the leased Premises. This obligation of indemnify and defense shall extend to and encompass any and all suits, claims, demands, actions and causes of action of whatever kind or character whatsoever, including, but not limited to, claims or suits alleging the fault, negligence or liability of Landlord, and its Management Company, either solely, or in conjunction with others. Provided, however this Indemnity provision shall not apply to any conditions which existed prior to commencement of the Lease, or to any matter for which the Landlord has a non-waivable obligation under Louisiana law.

To the extent allowed by law, Tenant expressly acknowledges and agrees that Landlord, and its Management Company, shall not be responsible for any vices or defects in the Leased Premises of which Lessor did not have knowledge, or the consequences thereof, and Tenant hereby expressly assumes sole and exclusive responsibility and liability for any vices, defects or ruin of the Leased Premises, or any portion or part thereof, and agrees to defend, indemnify and hold harmless the Landlord, and its Management Company, from any and all claims, actions and causes of action arising out of any vice, defect, ruin or other alleged deficiency or inadequacy of the Leased Premises, or any portion thereof, whether known or unknown by Landlord, and its Management Company, and whether presently existing or arising in the future. It is the Tenant's intention to forfeit and waive any and all guarantees and warranties of the Landlord, and its Management Company, concerning the condition of the leased premises provided by LSA-C.C. art. 2695 and to fully assume responsibility for the condition of the leased premises in accordance with LRS 9:3221.

The Tenant's obligations under this paragraph and Paragraph 27 shall be included with the insurance coverage required to be carried by Tenant under the "Insurance" paragraph herein.

**11. UTILITIES:** It is understood that the utility charges for the leased premises shall be individually metered (unless otherwise indicated) in the suite occupied and invoices will be paid by the following:

Electricity:	<u>  X  </u>	Tenant	<u>      </u>	Landlord
Water:	<u>  X  </u>	Tenant	<u>      </u>	Landlord
Sewer:	<u>  X  </u>	Tenant	<u>      </u>	Landlord
Garbage:	<u>  X  </u>	Tenant	<u>      </u>	Landlord
Special Fee:	<u>      </u>	Tenant	<u>      </u>	Landlord
Other:	<u>      </u>	Tenant	<u>      </u>	Landlord
Janitorial:	<u>  X  </u>	Tenant	<u>      </u>	Landlord

**12. DEFAULT BY TENANT:** Should Tenant at any time violate any of the conditions or covenants of this Lease, or discontinue the use of the premises for the purpose for which they are rented, or fail to pay the rent punctually at maturity, as stipulated herein; or upon the adjudication of Tenant in bankruptcy, the appointment of a receiver for Tenant, or the filing of bankruptcy, receivership or respite petition by or for Tenant; or upon Tenant's suspension, failure or insolvency; should Tenant abandon the premises, or should Tenant remove a substantial part or all of the movable property from the premises out of the normal course of business to the detriment of Landlord's lien; and should any such violation continue for a period of five (5) days after written notice has been given Tenant, then, at the option of Landlord, the rent for the whole unexpired term of this Lease shall at once mature and become immediately due and payable; and Landlord shall have the further option to at once demand the entire rent for the whole term, or to immediately cancel this Lease, or to proceed for past due installments only, reserving Landlord's rights to later proceed for the remaining installments, all without putting Tenant in default, Tenant to remain responsible for all damages or losses suffered by Landlord, Tenant hereby assenting thereto and expressly waiving any legal notices to vacate the premises.

Subject to the limits, rights and obligations imposed by the Attorney-Client Privilege under Louisiana Law, the Landlord shall also have the right to re-enter the premises and to re-rent the premises at the best obtainable price, and Tenant shall

Initials: \_\_\_\_\_

TenantLandlord



**13. TAXES, INSURANCE and MANAGEMENT:** Tenant agrees to pay, before they become delinquent, all taxes (both general and special), landlords property insurance, assessments or governmental charges lawfully levied or assessed against the above described premises or any part thereof, throughout the term of this lease. Real property taxes assessed against the lien and building, of any casualty and hazard insurance premiums charged for such insurance affecting the building of which the leased premises forms a part, and of management costs in connection with managing the development is to be paid by the tenant.

Tenant hereby accepts, subject to the limits, rights and obligations imposed by the Attorney-Client Privilege under Louisiana Law, that Landlord shall have the rights provided for protection of interests under Louisiana law, and in addition shall have a possessory lien on all goods, equipment and other property of Tenant located upon the premises for payment of all rental and other sums due by Tenant to Landlord by reason of this Lease. The foregoing provisions are without prejudice to any remedy which might otherwise be used under the laws of Louisiana for arrears of rent or breaches of contract, or to any lien to which Landlord may be entitled.

15. **LANDLORD NOT LIABLE:** Landlord shall not be liable or responsible to Tenant, its employees, invitees, licensees, permittees or other for any loss of any kind, damage or inconvenience to any property or person occasioned by theft, fire, act of God, public enemy, fuel, insurrection, vandalism, sabotage, war, court order, requisition, or order of Government body or authority unless attributable to Landlord's negligence or fault; or for any loss, damage or inconvenience which may arise through repair or alteration of any part of the Leased Premises, failure to make any such repairs, malfunction or failure of any equipment or component, or interruption of services to the Leased Premises, provided that Landlord is acting in a prompt and diligent manner to remedy all such deficiencies.

5

Tenant

6





**22. ASSIGNMENT:** Landlord shall have the right to transfer, sell, and or assign, in whole or in part, all of Landlord's rights and obligations hereunder, as well as the building and property referred to herein, and in such event the transferor or assignor shall have no further liability or obligation hereunder. In the event that this property is transferred, sold, and or assigned by the Landlord, then all further liability and or obligation's shall be borne on the new Landlord. Nothing contained in this paragraph shall limit or prevent any assignment by the Landlord of this Lease or the revenue derived therefrom to any lender. The Tenant shall not have the right to transfer and/or assign, in whole or in any part, this Lease or any of its rights and obligations under the Lease.

**24. WAIVER OF SUBROGATION AND LIABILITY:** Anything in this Lease to the contrary notwithstanding, to the extent that a Waiver of Subrogation Clause is obtainable under their respective insurance policies, Landlord and Tenant hereby waive any and all rights to recovery, claims, actions or causes of action, against each other, their respective agents, officers, or employees, for any loss or damage that may occur to the Premises, or which the Premises are a part, or any improvements thereto, or any other cause which could be insured against under extended coverage insurance policies, regardless of cause or origin.

**25. COMPLIANCE WITH LAWS:** Landlord warrants that the building and leased premises comply with all laws, rules, regulations, requirements and recommendations of all parish, municipal, state, federal and other applicable governmental authorities in force as of the effective date of the Lease, including, without limitation, the Americans with Disabilities Act of 1990 ("ADA"). Tenant shall comply at its sole costs and expense with said laws as they relate to the Premises and the conduct of Tenant's business therein. To the extent required by the ADA, Tenant at its sole expense, shall place appropriate signage (with respect to the Premises) on the interior of the Premises, and with Landlord's prior written consent, on the exterior of the Premises. Tenant agrees to indemnify Landlord for all damages, losses, fines and expenses, including reasonable attorney's fees, incurred by Landlord as a result of Tenant's failure to comply with any provision of this paragraph.

26. **NUISANCE:** Tenant agrees to conduct its business and control its agents, employees, invitees and visitors in such manner as not to create any nuisance, or interfere with, annoy or disturb any other Tenant or Landlord in the operation of the Shopping Center. Tenant shall not obstruct or use the sidewalks, entries, parking areas, covered walkways or stairways of the Building for any other purpose than ingress and egress to and from the Premises, or throw or sweep or put anything out of the windows or doors, or in the passages or corridors of the Building. If any such breach of this provision is called to Tenant's notice in writing, Tenant shall correct same at once or this Lease may be terminated by Landlord, at Landlord's option.

27. **CONFLICTS:** If there is any conflict between the printed portions and the typewritten or handwritten portions, the typewritten or handwritten portion shall prevail. Any addenda hereto shall prevail over any conflicting provision in the Lease.

28. **PARTIAL INVALIDITY:** If any provision of this Lease or application thereof to any person or circumstance shall, to any extent, be invalid, the remainder of this Lease or the application of such provision to persons or circumstances

7

Initials: \_\_\_\_\_  
Tenant

Landlord



9



Tenant agrees to indemnify, to defend and to save and hold Landlord harmless from any and all claims, suits, obligations, damages, losses, costs, expenses (including, without limitation, Landlord's attorney's fees), demands, liabilities, penalties, fines and forfeitures of any nature whatsoever which may be asserted against or incurred by Landlord arising out of or in any manner occasioned by this section and the exercise of the rights and remedies granted Landlord hereunder. The foregoing indemnity provisions shall survive the cancellation of this Lease as to all matters arising or accruing prior to such cancellation, and the foregoing indemnity shall survive in the event that the Lender elects to exercise any of the remedies as provided under this section following default hereunder.

Tenant agrees to execute all additional documents, instruments and agreements in form and substance satisfactory to Landlord, to keep the provisions of this section in effect, to better reflect the true intent of this section and to consummate fully all of the transactions contemplated hereby and by any other agreement, instrument or document heretofore, now or at any time or times hereafter executed by Tenant and delivered to Landlord.

**37. ADDITIONAL ITEMS:** 1. Tenant to pay all exterior parking construction cost, that includes the parking lot, handicap parking, the removal of poles, soil, rocks, any hard surface, architectural drawings, and permitting. 2. Drawings of new layout will be provided by landlord without architectural stamp. If this is needed to be provided from an individual Architect then the additional cost will be paid for by Tenant.

**38. NOTICES:** Any notice required, permitted or desired to be given hereunder shall be in writing and may be served via U.S. certified mail return receipt, hand delivery, overnight courier or facsimile transmittal with telephone confirmation, addressed to Landlord and Tenant respectively at the addresses set forth below, as well as notice to the Tenant at the address of the Premises (if different from the address stated below) or by email with return receipt. Such notices shall be deemed served when received or five (5) business days after placing in the United States mail, postage prepaid, by certified mail return receipt requested. The addresses of the parties are:

<b>LANDLORD:</b>	<u><b>BAB RENTALS, LLC</b></u> Attn: <u><b>JUSTIN BABINEAUX 337-540-4041</b></u> <u><b>1235 E Napoleon ST</b></u> <u><b>Sulphur, LA 70663</b></u>
<b>TENANT:</b>	<u><b>CITY OF SULPHUR</b></u> <u><b>TAX ID #</b></u> Attn: _____ <u><b>101 N HUNTINGTON ST</b></u> <u><b>SULPHUR, LA 70663</b></u>

**THUS DONE AND PASSED** by Landlord, in multiple originals, on the \_\_\_\_ day of \_\_\_\_\_, 2024, in the presence of the undersigned competent witnesses, after due reading of the whole.

9	Initials: _____	_____
	Tenant	Landlord

WITNESSES

LANDLORD

**BAB Rentals, LLC**

---

BY: \_\_\_\_\_

Justin Babineaux / Managing Member

---

Date: \_\_\_\_\_

**THUS DONE AND PASSED** by Tenant, in multiple originals, on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, in the presence of the undersigned competent witnesses, after due reading of the whole.

WITNESSES

TENANT  
CITY OF SULPHUR

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**Print:**\_\_\_\_\_

---

**Print:** \_\_\_\_\_

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

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

By: \_\_\_\_\_

**MEMBER**

Date: \_\_\_\_\_, 2024

10

Initials: \_\_\_\_\_

Tenant

Landlord

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

AN ORDINANCE AMENDING AND RE-ADOPTING THE GENERAL FUND BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2023-2024 TO REFLECT A \$3 MILLION DECREASE IN INTERGOVERNMENTAL REVENUE DUE TO OVER BUDGETING FEMA REIMBURSEMENTS IN 2023-2024..

BE IT ORDAINED by the City of Sulphur, Louisiana, through its governing body, the City Council of the City of Sulphur, Louisiana, as follows:

SECTION 1. That the General Fund Budget of the City of Sulphur, Louisiana, for the fiscal year ending June 30, 2023-2024, heretofore adopted by the City Council, be and the same is hereby amended and re-adopted in accordance with "Exhibit A" attached hereto and made a part hereof.

SECTION 2. All ordinances and resolutions or parts thereof in conflict herewith be and the same are hereby repealed.

BE IT FURTHER ORDAINED that this Ordinance shall become effective upon approval by the Mayor.

APPROVED AND ADOPTED by the  
City Council of the City of Sulphur,  
Louisiana, on this \_\_\_\_\_ day of  
\_\_\_\_\_, 2024.

\_\_\_\_\_  
NICK NEZAT, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, at \_\_\_\_\_ o'clock \_\_\_\_\_.m.

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

I HEREBY CERTIFY that I have received from the Mayor on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, at \_\_\_\_\_ o'clock \_\_\_\_\_.m., the foregoing Ordinance which has been approved/vetoed by the Mayor.

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



## BUDGET AMENDMENT

### Exhibit A

<u>Account</u>	<u>Account Description</u>	<u>Prior Budget</u>	<u>Revised Budget</u>
GENERAL FUND			
001-0000-337.00-10	FEDERAL REVENUE	5,000,000	3,000,000

The original budget was adopted 5/14/2023 for \$5,000,000. As of today, the actual revenues are expected to be only \$3,000,000 since the federal FEMA reimbursement process took longer than what we expected.

Prior Year	Current Year
FY 2022-2023	FY 2023-2024

SUMMARY OF REVENUES - BY SOURCES:

Local sources:

2% Sales taxes	\$ 17,050,000	\$ 17,450,000	\$ 17,450,000	\$ 13,248,345	-24.08%
Ad Valorem Taxes	3,015,000	3,315,000	3,315,000	3,340,235	0.76%
Franchise Taxes	1,600,000	1,600,000	1,600,000	1,101,040	-31.18%
License, Permits & Fees	1,192,300	1,527,750	1,527,750	1,570,842	2.82%
Charges for services	1,905,500	2,088,700	2,088,700	2,156,655	3.25%
Fines and forfeitures	122,000	132,000	132,000	102,160	-22.61%
Code Enforcement	32,000	53,000	53,000	110,215	107.95%
Gaming revenue	900,000	800,000	800,000	880,721	10.09%
Grants	10,000	10,000	10,000		0.00%
Interest on Investments	31,000	50,500	50,500	450,463	792.01%
Other Revenue	137,020	156,020	156,020	125,613	-19.49%
Total Revenues from Local Sources	25,994,820	27,182,970	27,182,970	23,086,289	-15.07%

State sources:

State shared revenue	1,152,000	1,174,000	1,174,000	1,286,260	9.56%
Grants	-	-	-	-	-
Total Revenues from State Sources	1,152,000	1,174,000	1,174,000	1,286,260	9.56%

CARES Act	-	-	-	-
FEMA Recovery	2,800,000	5,000,000	3,000,000	1,717,962
Total Revenues from Federal Sources	2,800,000	5,000,000	3,000,000	1,717,962
				-42.73%
Total Revenues by Sources	29,946,820	33,356,970	31,356,970	26,090,511
				-16.80%

**SUMMARY OF EXPENDITURES - BY DEPARTMENT:**

Department					
Administration	\$ 5,579,915	\$ 7,154,991	\$ 7,154,991	\$ 6,753,060	-5.62%
Fire	\$ 7,530,245	7,130,758	7,130,758	7,416,022	4.00%
Inspections	\$ 678,285	726,286	726,286	782,290	7.71%
Municipal Services	\$ 420,045	462,102	462,102	312,925	-32.28%
Police	\$ 6,351,653	6,325,087	6,325,087	6,533,969	3.30%
Animal Control	\$ 345,530	355,089	355,089	351,335	-1.06%
Streets and Maintenance	\$ 4,584,725	5,097,034	5,097,034	4,705,466	-7.68%
Shop	\$ 533,255	543,829	543,829	566,065	4.09%
Debt Service	288,688	288,688	288,688		-1
Total Expenditures by Department	\$ 26,312,341	\$ 28,083,864	\$ 28,083,864	\$ 27,421,132	-2.36%

**SUMMARY OF EXPENDITURES - BY FUNCTION:**

Function					
Governmental	\$ 12,430,443	\$ 14,628,019	\$ 14,628,019	\$ 13,471,140	-7.91%
Public Safety					
Fire	7,530,245	7,130,758	7,130,758	7,416,022	4.00%
Police	6,351,653	6,325,087	6,325,087	6,533,969	3.30%
Total Expenditures by Department	\$ 26,312,341	\$ 28,083,864	28,083,864	\$ 27,421,132	-2.36%

**SUMMARY OF EXPENDITURES - BY CHARACTERS:**

Characters					
Salaries	\$ 10,753,346	\$ 10,339,815	\$ 10,339,815	\$ 11,337,998	9.65%



Employee benefits	5,913,852	5,673,701	5,673,701	6,122,079	7.90%
Travel and training	180,930	216,454	216,454	117,163	-45.87%
Maintenance	470,954	1,240,685	1,240,685	547,928	-55.84%
Utilities	711,200	747,395	747,395	693,359	-7.23%
Professional and contractual services	3,633,164	4,289,092	4,289,092	4,635,799	8.08%
Operating cost	503,241	564,538	564,538	447,698	-20.70%
Insurance	1,315,264	1,748,216	1,748,216	1,716,894	-1.79%
Supplies	565,138	441,040	441,040	367,310	-16.72%
General equipment under \$5,000	406,860	413,032	413,032	398,053	-3.63%
Equipment and other acquisitions over \$5,000	1,124,100	1,653,050	1,653,050	678,213	-58.97%
Special and other Activities	734,292	756,846	756,846	558,639	-26.19%
Total Expenditures by Characters	\$ 26,312,341	\$ 28,083,864	28,083,864	\$ 27,621,132	-1.65%
Excess (deficiency) of revenues over (under) expenditures	3,634,479	5,273,106	3,273,106		

#### OTHER FINANCING SOURCES (USES):

Transfer (in):					
Fixed Assets Fund		-	-	-	
Transfer (out):					
FEMA Recovery		-	-	-	
Street Improvement Capital Projects Fund		-	-	-	
Debt Service for Paving Projects		-	-	-	
Public Utility Fund		-	-	-	
Self Insurance Fund		-	-	-	
Total other financing sources (uses)	-	-	-	-	
Net change in fund balance	3,634,479	5,273,106	3,273,106		
Beginning Fund Balance	\$ 14,580,924	\$ 18,215,403	\$ 18,215,403		

**Ending Fund Balance**

\$ 18,215,403	\$ 23,488,509	\$ 21,488,509.23
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	Original Budget
	Amended Budget

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

Resolution approving liquor license for Kings Point IV located at 3610 East Napoleon Street.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby approve liquor license for Kings Point IV located at 3610 East Napoleon Street.

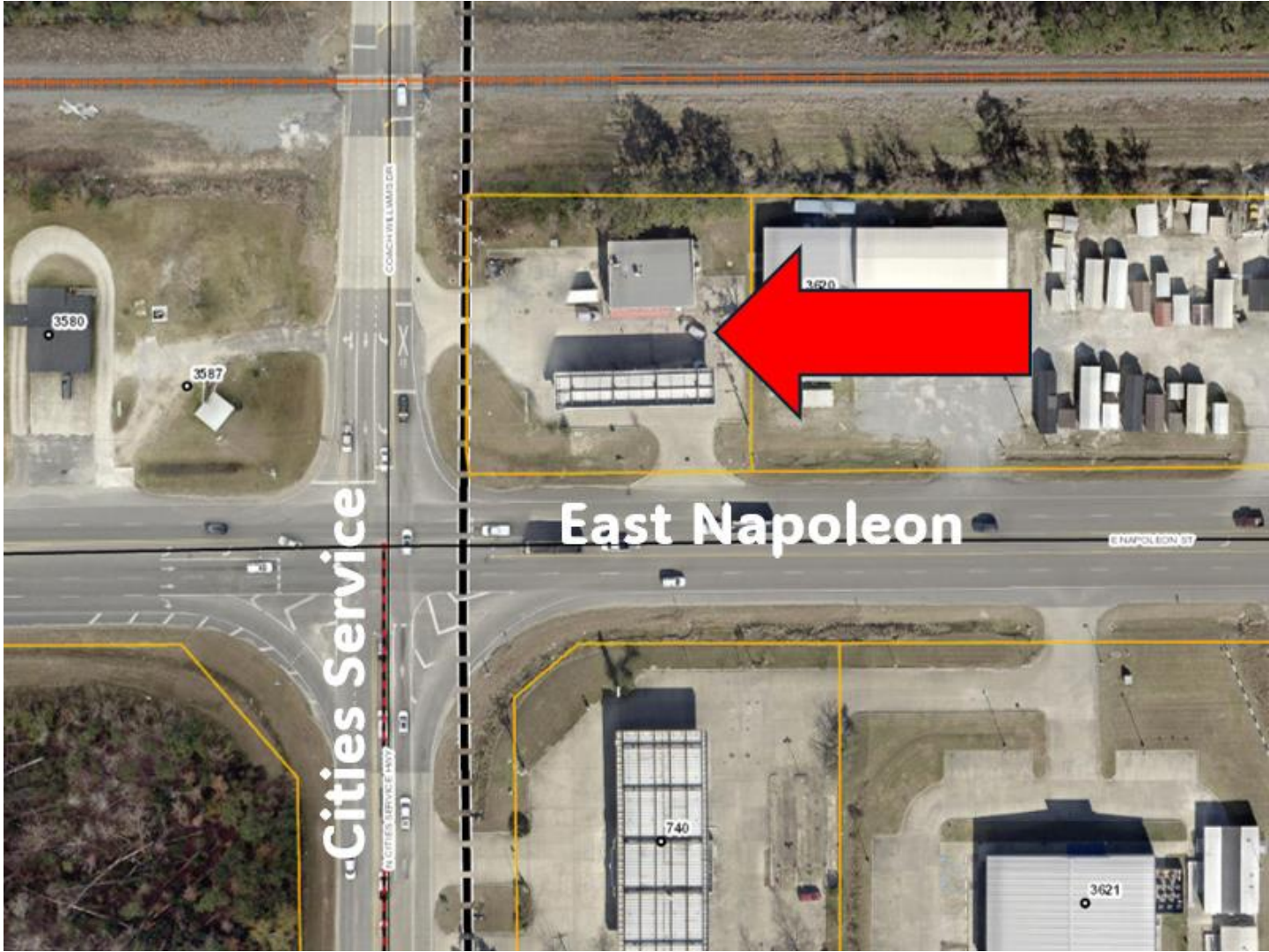
APPROVED AND ADOPTED by  
the City Council of the City of  
Sulphur, Louisiana, on this \_\_\_\_\_  
day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
NICK NEZAT, Chairman

ATTEST:

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







## LIQUOR LICENSE APPLICATION APPROVAL SHEET

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

Business Name: KINGS POINT IV

Owner: KINGS POINT IV LLC / RANJIT CHANDI

Business Location: 3610 E NAPOLEON ST SULPHUR, LA 70663

Date of Application: AUGUST 8, 2024

Class: ☐ A ☒ B

Content: ☒ High ☐ Low

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

City of Sulphur Issuance Agent [Signature]

Director of Finance [Signature]

☒ Recommend ☐ Deny

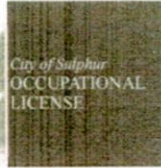
City Council Approval: ☐ ACCEPTED ☐ DENIED

Council Representative Signature \_\_\_\_\_

Date: \_\_\_\_\_

Special Comments: \_\_\_\_\_

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



Denise Fontenot, Director of Municipal Services

Mike Danahay, Mayor

**CITY OF SULPHUR**

City of Sulphur  
Liquor License Application

**AUG 08 2024**

BY: 

Name of Business: Kings Point IV

Location of Business: 3610 E Napoleon St., Sulphur, LA 70663

Legal Name of Owner: Kings Point IV LLC

Home/Corp Address: 3610 E Napoleon St. Sulphur, LA 70663

Mailing Address: 5120 Nelson Rd, Lake Charles, LA 70605

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

Content: ☐ HIGH ☐ LOW ☒ HIGH & LOW

Sole Proprietor: ☐ Partnership ☒ Corp/LLC

Has a homeowner petition been signed by residents? ☐ YES ☒ NO

Have you applied for a state license? ☒ YES ☐ NO

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

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

Owner's name and address of the premises Divine Petroleum LLC 5120 Nelson Rd Lake Charles, LA 70605

Is the business to be conducted wholly by you or by more than one representative? wholly by me

Federal Tax #: 99-3671030 La. State Tax #: 2729989-001

**SULPHUR ORDINANCE**

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

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

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

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

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

If YES, what are the measurements in feet? \_\_\_\_\_ Ft. ☐ N/A

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

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

If YES, what are the measurements in feet? \_\_\_\_\_ Ft. ☐ N/A

**NOTE: The City of Sulphur will validate all measurements**

**FAITH**



**FAMILY**



**COMMUNITY**

Revised 8/11/2023

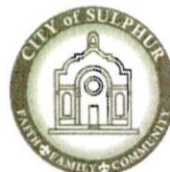
Page 2 of 5





Denise Fontenot, Director of Municipal Services

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



Mike Danahay, Mayor

City of Sulphur  
Liquor License Application

AFFIDAVIT

STATE OF LOUISIANA

PARISH OF CALCASIEU

I, Ranjit Chandi, being the owner/partner/shareholder of the above-named premises, hereby certifies that the above information is true and correct according to the best of my knowledge, information, and belief.

I further certify that I have been a resident of the State of Louisiana for in excess of two (2) years unless a corporation or limited liability corporation; that I or my spouse have never been convicted of a felony under the laws of the State of Louisiana or any other state or country; that I have never had any license to sell or deal in alcoholic beverages revoked by any state or the United States within five (5) years prior to the date of this application. I further understand that any misstatement or concealment of the facts of the above application shall be grounds for revocation of the permit to be issued herein.

Applicant Signature

Sworn to and subscribed before me, this 8th day of July, 2024.

Notary Public



Renee' Pullins Deville  
Notary Public ID #57583  
My Commission Expires at Death

FAITH



FAMILY



COMMUNITY



LOUISIANA  
DEPARTMENT OF REVENUE

Post Office Box 201  
Baton Rouge, LA 70821-0201

KINGS POINT IV LLC  
KINGS POINT IV  
3610 E NAPOLEON ST  
SULPHUR LA 70663-4009

Date of Notice: July 03, 2024  
Letter ID: L0252776528  
Account ID: 2729989-001-400  
Tax Type: Sales

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

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

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

Clearance will expire one year from date issued

Date: July 03, 2024

Federal Identification Number: 993671030

State ATC Permit Number: N/A

Local sales tax agency account number:

Local ABC permit number:

Location Address: 3610 E NAPOLEON ST  
SULPHUR LA 70663-4009

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

State

  
Signature

Director

Title

June 28, 2024

Date

Local

Signature

Title

Date





# Sales and Use Tax Department

PO Drawer 2050; 2439 6<sup>th</sup> Street Lake Charles, LA 70602-2050

## Calcasieu Parish School Board

BUILDING FOUNDATIONS FOR THE FUTURE

[www.calcasieusalestax.org](http://www.calcasieusalestax.org)

(337) 217-4280 Fax (337) 217-4281

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

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

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

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

Calcasieu Parish Taxpayer Number: 00061072

Federal Employer Identification Number: 99-3671030

LA Department of Revenue & Taxation No: 2729989-001

Taxpayer Name: KINGS POINT IV LLC

Trade Name (if different): KINGS POINT IV

Location Address: 3610 E NAPOLEON ST  
SULPHUR, LA 70663

Mailing Address: 5120 NELSON RD  
LAKE CHARLES, LA 70605

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

Donna Ingram // Clerk // 7/11/2024  
Authorized Signature Title Date  
Calcasieu Parish Sales & Use Tax Department

F032/(5/2017)

#### REPRESENTING

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



**Anna Manuel**

---

**From:** Ellen Rao  
**Sent:** Friday, August 9, 2024 10:50 AM  
**To:** Anna Manuel  
**Subject:** SPD Background Check

Good morning,

In regards to Mr. Chandi's background check, he is clear through Sulphur Police only.

Thank you!



*Ellen Rao*

**Records Division**  
Sulphur Police Department  
500 B North Huntington St.  
Sulphur, LA, 70663  
Desk: (337) 527-4597

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

Resolution authorizing the advertisement of bids for 2024 Overlay Project.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize advertisement of bids for 2024 Overlay Project, said bids to be in accordance with the quantities and specifications on file with Meyer & Associates, Inc., or online at [www.centralbidding.com](http://www.centralbidding.com).

BE IT FURTHER RESOLVED that the advertisement of bids will be in "The American Press, the official journal of the City of Sulphur, in three separate publications, giving notice as follows:

**General Notice**

Separate sealed Bids for 2024 Street Overlay, City of Sulphur; M.A. Project No. B6-23040-DA will be received by the Mayor and City Council, at the City Hall, 101 N. Huntington Street, Sulphur, LA 70663 until 10:00 AM Central Time Zone, on Tuesday, October 8, 2024, and shall at that time and place be publicly opened and read aloud. Work consists of asphalt roadway rehabilitation along various streets as detailed in the plans.

**Work Classification**

Work Classification: Highway, Street, and Bridge Construction

**Obtaining the Bidding Documents**

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

APPROVED AND ADOPTED by the  
City Council of the City of Sulphur,  
Louisiana, on this \_\_\_\_\_ day of  
\_\_\_\_\_, 2024

\_\_\_\_\_  
NICK NEZAT, Chairman

ATTEST:

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

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

Resolution amending the LA DOTD Maintenance Agreement for mowing and litter pickup for fiscal year ending June 30, 2025, to allow for one additional cycle of mowing and authorizing Mayor Danahay to sign same.

WHEREAS, on June 10, 2024, City Council entered into a Maintenance Agreement with LA DOTD for mowing and litter pickup for fiscal year ending June 30, 2025; and

WHEREAS, LA DOTD has reallocated additional funding to allow for one additional cycle of mowing from four cycles to five cycles.

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 Amendment No. 1 which amends the previously adopted Ordinance No. .1916A, M-C Series, to increase the minimum number of maintenance cycles in fiscal year ending June 30, 2025, from four cycles to five cycles for the Maintenance Agreement with Department of Transportation and Development.

APPROVED AND ADOPTED by the  
City Council of the City of Sulphur,  
Louisiana, on this \_\_\_\_\_ day of  
\_\_\_\_\_, 2024

\_\_\_\_\_  
NICK NEZAT, Chairman

ATTEST:

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



**AMENDMENT NO. 1**  
**CONTRACT NO. 4400002003**  
**MAINTENANCE AGREEMENT**  
**INCLUDING MOWING AND LITTER PICKUP**  
**THROUGH FISCAL YEAR ENDING 2025**

**BETWEEN**

**CITY OF SULPHUR**

**AND**

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

This Amendment (Amendment No. 1) to the referenced Contract No. 4400002003 (“referenced contract”) between the Department of Transportation and Development, State of Louisiana (“DOTD”), and City of Sulphur (“Municipality”) is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2024.

**Whereas** additional state funds (“funds”) have become available for maintenance of DOTD right-of-way statewide;

**Whereas** DOTD proposes to make some of the funds available to Municipality to offset in part one (1) additional maintenance cycle completed by Municipality during Fiscal Year 2025;

**Whereas** Municipality has accepted the offer to make supplemental funding available to Municipality and has agreed to perform one additional maintenance cycle to remove litter and mow vegetation on certain state right-of-way within the jurisdiction of Municipality;

**Therefore**, the parties agree to amend Article II of the referenced contract to increase the stipulated minimum number of maintenance cycles in Fiscal Year 2025 from **four (4) to five (5)**.

**Further**, the parties agree that all provisions of the referenced contract shall remain in full force and effect to the extent not inconsistent with this amendment and that the provisions of the referenced contract and this amendment to the referenced contract notwithstanding, the parties:

**Amendment No 1.**  
**Maintenance Agreement**  
**Page 2 of 3**

A. Affirm their respective rights and obligations under the provisions of the referenced contract as amended or supplemented; and

B. Confirm that, by approving and entering into this agreement, DOTD and Municipality do not intend to extinguish in whole or in part, to novate, or to otherwise modify or alter, the rights and obligations of the parties under the provisions of the referenced contract as amended and supplemented except to the extent expressly modified, amended, or extinguished by the express provisions of this Amendment No. 1 to the referenced contract.

THUS DONE AND SIGNED at Sulphur, Louisiana, on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF SULPHUR**

\_\_\_\_\_  
Signed Name of Representative

\_\_\_\_\_  
Printed Name of Representative

**PO Box 1309, Sulphur, LA 70664**  
**(337) 527-4500 (Phone)**  
**(337) 527-4529 (Fax)**  
**72-6001361 (Taxpayer I.D.)**

WITNESSES:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**Amendment No 1.**  
**Maintenance Agreement**  
**Page 3 of 3**

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**DEPARTMENT OF TRANSPORTATION & DEVELOPMENT**

\_\_\_\_\_  
**Terrance J. Donahue, Secretary**

WITNESSES:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name