

AGENDA  
SULPHUR CITY COUNCIL MEETING  
**MONDAY, MAY 12, 2025, AT 5:30 P.M.**

THERE WILL BE A REGULAR MEETING OF THE SULPHUR CITY COUNCIL  
**MONDAY, MAY 12, 2025, AT 5:30 P.M.,** IN THE COUNCIL CHAMBERS LOCATED AT  
501 WILLOW AVENUE, SULPHUR, LOUISIANA, TO DISCUSS AND ADOPT THE  
FOLLOWING:

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

1. RESOLUTION electing a new Chairman/Vice-Chairman for Sulphur City Council.  
RES17-25 (Nick Nezat)
2. RESOLUTION accepting Substantial Completion for Sulphur Animal Control  
Reconstruction. RES18-25 (Mayor Danahay)
3. PUBLIC HEARING on ordinance granting a rezone to Justin Babineaux from Residential to  
Business for property located on South Beglis Parkway, south of the new Carlyss Drive  
extension (Assessment No. 00868027). ORD29-25 (Nick Nezat)
4. PUBLIC HEARING on ordinance granting a rezone to BAB Rentals, LLC, from Residential  
to Business for property located at 501 Willow Avenue. ORD30-25 (Melinda Hardy)
5. PUBLIC HEARING on ordinance entering into a franchise agreement with Conterra Ultra  
Broadband, LLC. ORD31-25 (Mayor Danahay)
6. PUBLIC HEARING on ordinance authorizing Mayor Mike Danahay to enter into a  
Cooperative Endeavor Agreement with Calcasieu Parish Police Jury for the relocation of  
Prater Road Lift Station Project LS19-3. ORD32-25 (Mayor Danahay)
7. PUBLIC HEARING on ordinance authorizing Mayor Mike Danahay to enter into a  
Cooperative Endeavor Agreement with SWLA Sexual Assault Nurse Examiner (S.A.N.E.).  
ORD33-25 (Mayor Danahay)
8. PUBLIC HEARING on ordinance amending Chapter 17, Section 1 of the Code of  
Ordinances of the City of Sulphur – Overhanging trees and shrubs – minimum heights and  
street clearance. ORD34-25 (Mayor Danahay)

9. PUBLIC HEARING on ordinance setting forth water fees charged by the City of Sulphur. ORD35-25 (Mayor Danahay)
10. PUBLIC HEARING on ordinance setting forth sewer fees charged by the City of Sulphur. ORD36-25 (Mayor Danahay)
11. PUBLIC HEARING on ordinance setting forth garbage/trash collection fees charged by the City of Sulphur. ORD37-25 (Mayor Danahay)
12. PUBIC HEARING on ordinance setting forth a discount to those who are qualified to assist low-income households in the payment of water, sewer, and garbage-trash collection fees charged by the City of Sulphur, Louisiana. ORD38-25 (Mayor Danahay)
13. PUBLIC HEARING on ordinance setting forth a Capital Recovery Fee charged by the City of Sulphur. ORD39-25 (Mayor Danahay)
14. PUBLIC HEARING on ordinance adopting the annual budget of revenues and expenditures for the fiscal year July 1, 2025, to June 30, 2026, for the City of Sulphur, Louisiana. ORD40-25 (Mayor Danahay)
15. PUBLIC HEARING on ordinance providing for the annual salary for the Mayor of the City of Sulphur during the next term of office (annual longevity and across the board increases as provided to all general employees of the City). ORD41-25 (Joy Abshire)
16. PUBLIC HEARING on ordinance authorizing Mayor Mike Danahay to sign any and all documentation necessary for redemption of property located on Cities Service Hwy. - Assessment No. 1175440, pursuant to LA R.S. 47:2245 et seq. ORD42-25 (Mayor Danahay)
17. RULE TO SHOW CAUSE for the condition of the following addresses:
  - a. To condemn building or structure located at 405 Leora Street, in accordance with Article IX, Section 5-286 through 5-296 of the Code of Ordinances. (Dru Ellender)
  - b. To condemn building or structure located at 310 Park Street, in accordance with Article IX, Section 5-286 through 5-296 of the Code of Ordinances. (Dru Ellender)
  - c. To condemn building or structure located at 1317 East Burton, in accordance with Article IX, Section 5-286 through 5-296 of the Code of Ordinances. (Melinda Hardy)
  - d. To condemn building or structure located at 716 Landry Street, in accordance with Article IX, Section 5-286 through 5-296 of the Code of Ordinances. (Nick Nezat)

- e. To condemn building or structure located at 1507 Briarwood Drive, in accordance with Article IX, Section 5-286 through 5-296 of the Code of Ordinances. (Melinda Hardy)
- f. To condemn building or structure located at 113 Arkansas Street, in accordance with Article IX, Section 5-286 through 5-296 of the Code of Ordinances. (Melinda Hardy)
- g. To condemn building or structure located at 725 Pitre, in accordance with Article IX, Section 5-286 through 5-296 of the Code of Ordinances. (Dru Ellender)

18. RULE TO SHOW CAUSE FOR DEAD OR DISEASED TREE REMOVAL on private property for the following address:

- a. To remove dead or diseased tree located at 1507 Briarwood Drive, in accordance with Chapter 17, Article I of the Code of Ordinance. (Melinda Hardy)

19. RECONSIDER RULE TO SHOW CAUSE for the condition of the following address:

- a. To grant an extension on the previous condemnation for structure located at 229 Rio Hondo Street. (Mandy Thomas)

20. PUBLIC HEARING on ordinance authorizing Mayor Mike Danahay to enter into an Agreement with AT&T for the purpose of constructing, maintaining and operating structures and facilities used in or incidental to the provisions of the telephone and telegraph services to the public. ORD43-25 (Mayor Danahay)

21. PUBLIC HEARING on ordinance approving proposed settlement and authorizing Mayor Danahay to settle or make an offer of judgment pursuant to La. CCP 970, if not settled, on the following suit:

Richard Clay Heinbach, et al  
Vs. 2013-844  
City of Sulphur, John Doe, Sulphur City Police  
Department, XYZ Insurance Company

22. INTRODUCTION OF ORDINANCE ratifying Cooperative Endeavor Agreement with State of Louisiana, Division of Administration for the Water Sector Program and authorizing Mayor Danahay to sign/date retroactively. ORD44-25 (Mayor Danahay)

23. INTRODUCTION OF ORDINANCE authorizing Mayor Mike Danahay to sign the LA DOTD Maintenance Agreement for mowing and litter pickup for FY ending June 30, 2026. ORD45-25 (Mayor Danahay)

24. INTRODUCTION OF ORDINANCE amending Chapter 24, Section 56 of the Code of Ordinances of the City of Sulphur – Grading Permit Fees (to reflect increase in Ordinance No. 1844 that was adopted April 10, 2023). ORD46-25 (Mayor Danahay)
25. INTRODUCTION OF ORDINANCE authorizing Mayor Danahay to enter into a Cooperative Endeavor Agreement with Downtown Business Association for beautification on North Huntington Street. ORD47-25 (Mayor Danahay)
26. RESOLUTION granting a variance to Jimmy Wells and Sheree Tucker, 4790 Maplewood Drive, to allow them to keep the recently extended ½ brick wall and fence in city right of way. RES19-25 (Mandy Thomas)
27. RESOLUTION accepting the Municipal Water Pollution Prevention Environmental Audit Report. RES20-25 (Mayor Danahay)
28. PUBLIC COMMENT - 3 MINUTES PER SPEAKER - ONLY SPEAK 1 TIME PER ITEM.

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

#### ADJOURNMENT

The next regular City Council meeting will be held on Monday, June 9, 2025, at 5:30 p.m. in the Council Chambers located at 501 Willow Avenue, Sulphur, LA.

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

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



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

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

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby elect Joy Abshire as Chairman and Mandy Thomas as Vice-Chairman for City Council.

APPROVED AND ADOPTED by  
the City Council of the City of  
Sulphur, Louisiana, on this \_\_\_\_\_  
day of \_\_\_\_\_, 2025.

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

ATTEST:

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

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

Resolution accepting Substantial Completion for Sulphur Animal Control  
Reconstruction.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing  
authority thereof, that they do hereby accept Substantial Completion for Sulphur Animal Control  
Reconstruction.

APPROVED AND ADOPTED by the  
City Council of the City of Sulphur,  
Louisiana, on this \_\_\_\_\_ day of  
\_\_\_\_\_, 2025.

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

ATTEST:

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

Owner's Project No.: CP24-2

Engineer's Project No.: H1-23099-DA

Type of Inspection	<input type="checkbox"/> Preliminary	<input checked="" type="checkbox"/> Substantial	<input type="checkbox"/> Final	<input type="checkbox"/> 1-year Warranty
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Date of Punch List/Inspection: April 29, 2025

*Inspection was conducted with the following representatives present:*

Engineer: Byron Racca, PE

Inspector: Jacob Broussard

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

NO.	ITEM	VALUE
1	Randy M. Goodloe Substantial Completion Report and Punchlist ( <i>See attached</i> )	\$ 8,750.00
2	As-Built Plans provided to the Project Engineer	\$ 500.00
3	O&M Manual provided to the Project Engineer	\$ 500.00
4	Dress up grading at all concrete splash pads for gutter downspouts	\$ 500.00
5		
6		
7		
8		
9		
10		
11		
12		
	<b>TOTAL</b>	<b>\$ 10,250.00</b>

**RANDY M. GOODLOE, AIA, APAC**  
*A Professional Architectural Corporation*  
725 KIRBY STREET, LAKE CHARLES, LOUISIANA 70601  
PHONE: 337.436.3036 FAX: 337.436.3773  
WWW.GOODARCH.COM  
**A R C H I T E C T**

☐ 2x per week  
☐ Weekly  
☐ Bi-weekly  
☐ Monthly

## SUBSTANTIAL COMPLETION REPORT

**PROJECT:** Sulphur Animal Control Office

**FIELD REPORT NO.:** Punchlist

**CONTRACTOR:** K&J Development

**ARCHITECT'S PROJECT NO.:** 24005

**DATE:** 2025.04.29

**TIME:** 10:00am

**WEATHER:** Warm

**TEMP. RANGE:** 80

**EST. % OF COMPLETION:** 98

**CONFORMANCE W/ SCHEDULE (+,-):** On schedule

**WORK IN PROGRESS:** Punchlist items

**PRESENT AT SITE:** Architect, City of Sulphur, Meyer and Associates,  
M&E, Contractor

### Exterior

Clean window caulking residue from wall panels

Repair caulking at west window

Adjust gutter seam

Remove dirt and debris from concrete walkways

### Interior

Remove FRP trim from behind wall base

Re-adhere FRP where loose from wall

Caulk FRP corner trim

Clean windows

Remove excess caulking from window frames

Touch up paint on window frames

Perform miscellaneous cleaning inside cabinetry

Adjust door sweep

### Mechanical, Electrical, Plumbing (MEP)

Refer to attached MEP punchlist from M&E contractors



# RMG

RANDY M. GOODLOE, AIA, APAC

*A Professional Architectural Corporation*

725 KIRBY ST.  
LAKE CHARLES  
LA. 70601

OFFICE  
(337) 436-3036

FAX  
(337) 436-3773

Sulphur Animal Control Office Punchlist Walkthrough  
Punchlist Items  
2025.05.01

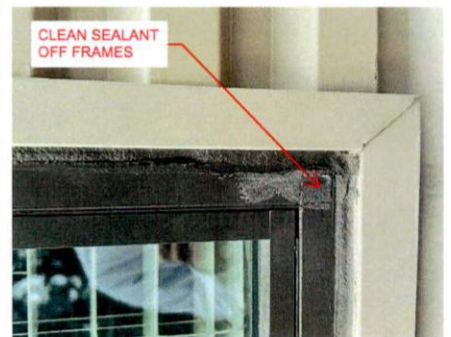
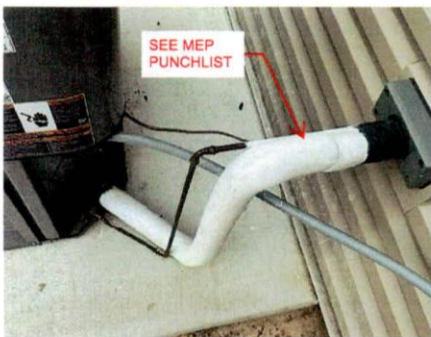
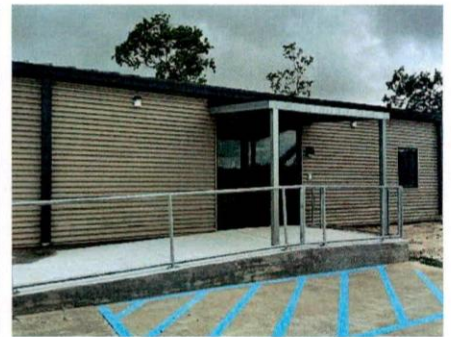
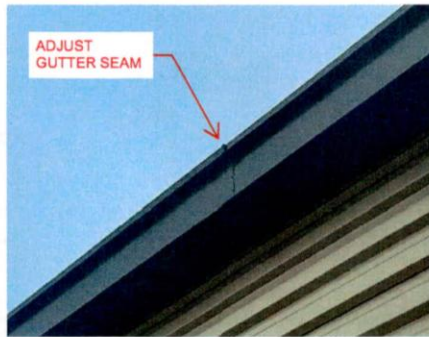
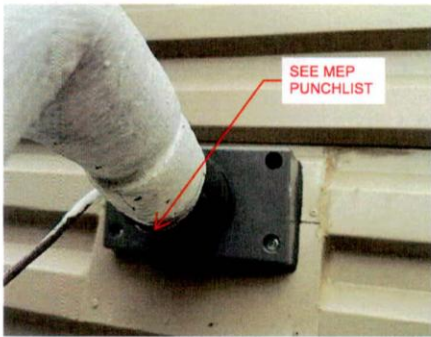
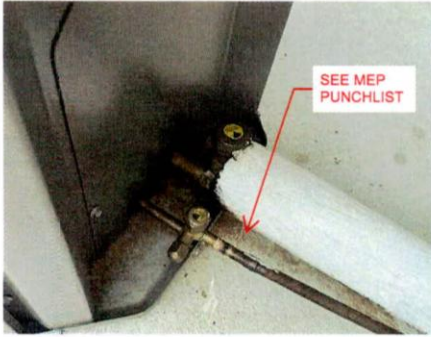
Required Repairs	Description	Estimated Cost
Exterior	<ul style="list-style-type: none"><li>• Clean window caulking residue from wall panels</li><li>• Repair caulking at west window</li><li>• Adjust gutter seam</li><li>• Remove dirt and debris from concrete walkways</li></ul>	\$1,000.00
Interior	<ul style="list-style-type: none"><li>• Interior</li><li>• Remove FRP trim from behind wall base</li><li>• Re-adhere FRP where loose from wall</li><li>• Caulk FRP corner trim</li><li>• Clean windows</li><li>• Remove excess caulking from window frames</li><li>• Touch up paint on window frames</li><li>• Perform miscellaneous cleaning inside cabinetry</li><li>• Adjust door sweep</li><li>• Mechanical, Electrical, Plumbing (MEP)</li></ul>	\$1,500.00
Plumbing	<ul style="list-style-type: none"><li>• See attached MEP punch list</li></ul>	\$3,850.00
Mechanical	<ul style="list-style-type: none"><li>• See attached MEP punch list</li></ul>	\$1,700.00
Electrical	<ul style="list-style-type: none"><li>• See attached MEP punch list</li></ul>	\$700.00
<b>TOTAL</b>		<b>\$8,750.00</b>

WWW.GOODARCH.COM

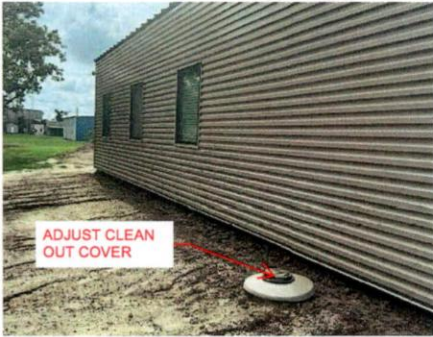
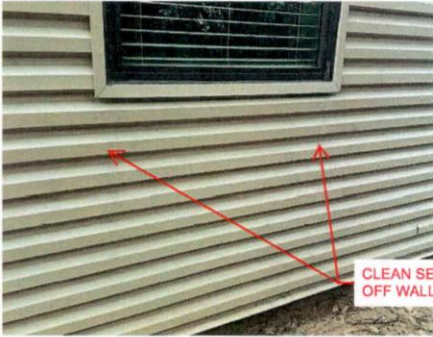
A R C H I T E C T



EXTERIOR

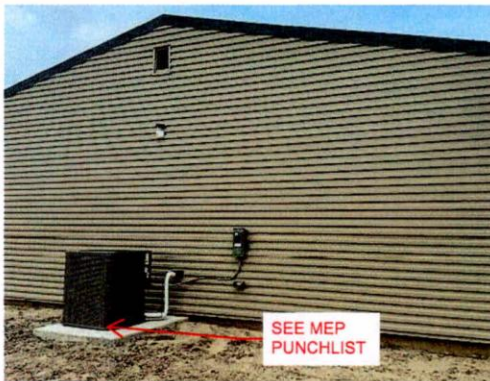


EXTERIOR



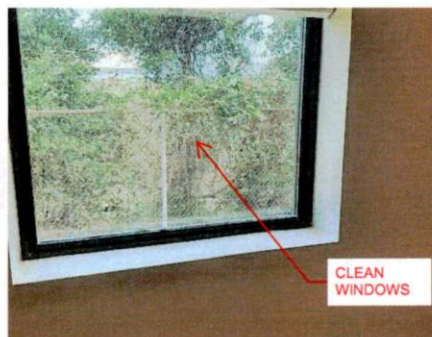
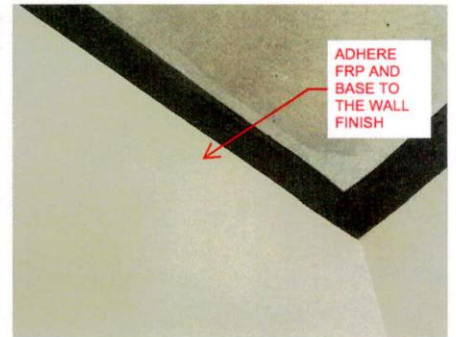
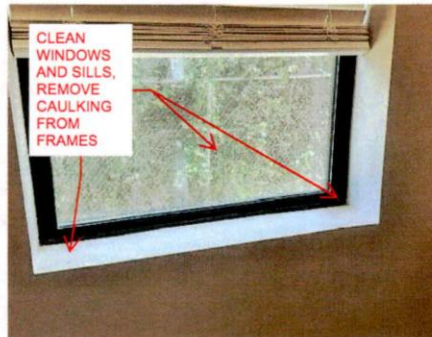


## EXTERIOR

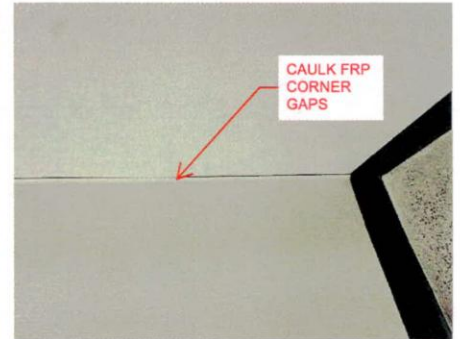
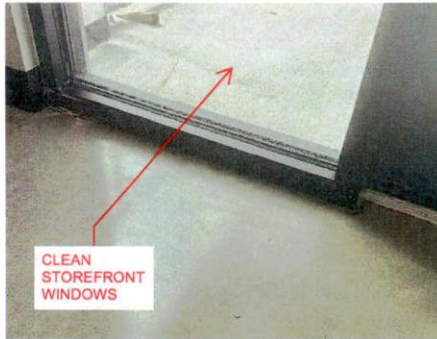
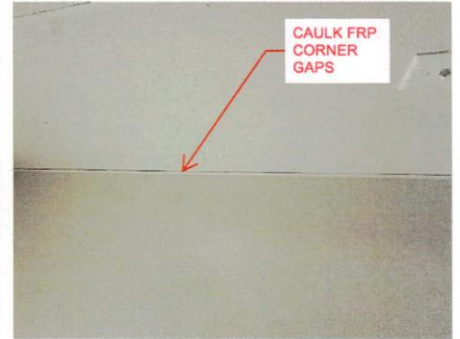
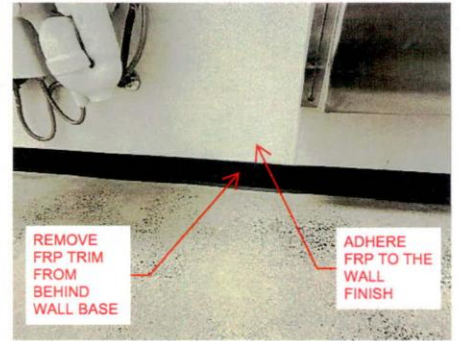




# INTERIOR

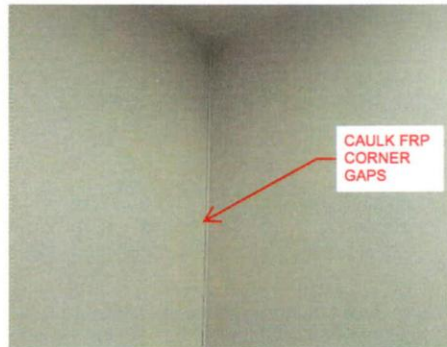
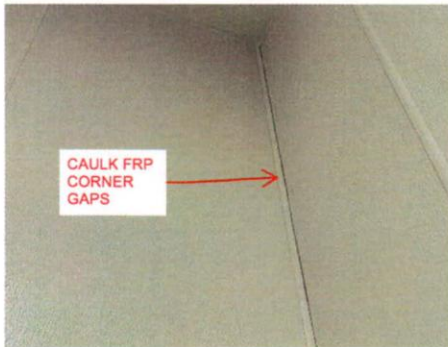
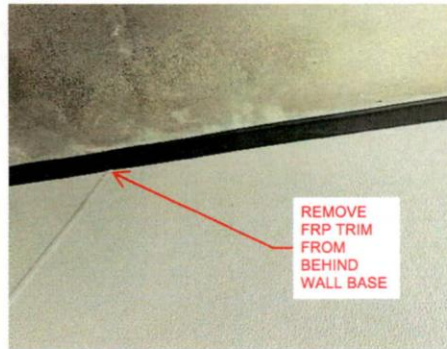
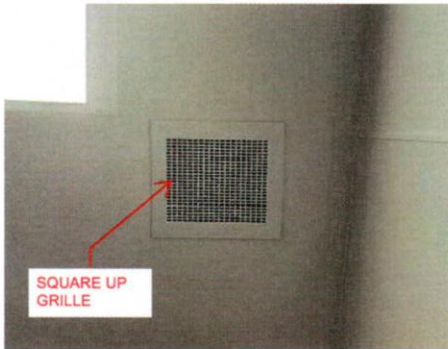


INTERIOR





## INTERIOR



Form detail

#6: Mechanical Punch List



Forms

Location	
Form date	Apr 29, 2025
Template	Mechanical Punch List
Description	Mechanical Punch List 01 04-29-2025
Due date	Apr 29, 2025
Submitted by	Carson Blanchard
Status	Closed
Last update	Apr 30, 2025, 8:58 AM CDT
Last updated by	Carson Blanchard
Included references	Photos

Supporting information

Mechanical Punch List Report

1. Mechanical Punch List	
1.1	<div>HVAC General</div> <div><div>1. Submit O&amp;M Manuals.</div><div>2. Submit As-built drawings.</div><div>3. Submit Test and Balance report.</div><div>4. Label all mechanical equipment as per Specification 23 00 00.</div><div>4. Withhold \$1700 for HVAC items.</div></div>
1.2	<div>HVAC</div> <div><div>1. Customer Service 101 and Womens 108.</div><div>1.1. Supply grille missing O.B.D. Provide O.B.D. at supply grilles.</div><div>2. Mech 110</div></div>

2.1. Install float switch in air handler unit drain pan as detailed on drawings.

3.Exterior

3.1. Install liquid line dryer on refrigerant piping liquid line as detailed on drawings.

3.2. Install 1" thick rubber isolation pad at each corner of condensing unit as detailed on drawings.

3.3. Install aluminum jacket on exterior refrigerant piping as per

3.4. Complete application of weatherproof mastic on exterior refrigerant piping.

3.5. Install controls wiring from condensing unit to air handling unit in metal conduit as per Specification Section 23 90 20. Controls wiring shall not be run through refrigerant piping wall penetration.

3.6. Install metal unistrut refrigerant pipe support at concrete pad as detailed on drawings.

3.7. Install stainless steel clamp around refrigerant piping penetration as detailed on drawings.

Photos (4)



Controls wiring exposed and ran through refrigerant piping penetration.

Taken on Apr 29, 2025, 10:30 AM CDT

Added on Apr 29, 2025, 2:40 PM CDT

Added by Carson Blanchard



Install rubber isolation pads between condensing unit and concrete pad.

Taken on Apr 29, 2025, 10:26 AM CDT

Added on Apr 29, 2025, 2:40 PM CDT

Added by Carson Blanchard



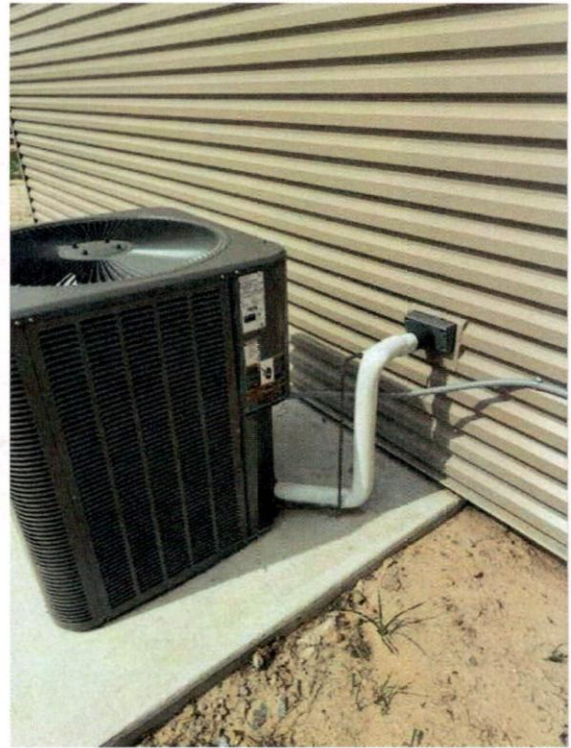


Complete application of weatherproof mastic, provide refrigerant liquid line dryer and pipe unistrut

**Taken on** Apr 29, 2025, 10:24 AM CDT

**Added on** Apr 29, 2025, 2:40 PM CDT

**Added by** Carson Blanchard



Install aluminum jacket around refrigerant piping suction line.

**Taken on** Apr 29, 2025, 10:24 AM CDT

**Added on** Apr 29, 2025, 2:40 PM CDT

**Added by** Carson Blanchard

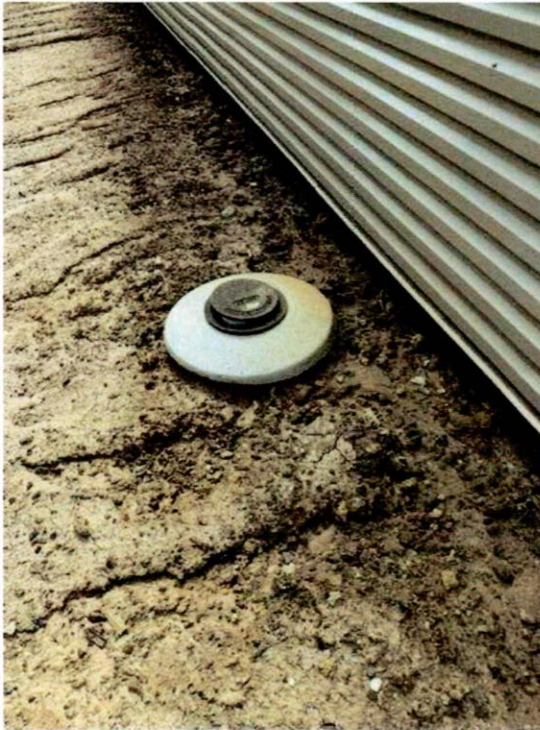
1.3 Plumbing General

1. Submit O&M Manuals.
2. Submit As-built drawings.
3. Wipe all fixtures clean.
4. Withhold \$700 for plumbing items.

**Photos (2)****Clean fixtures****Taken on** Apr 29, 2025, 10:16 AM CDT**Added on** Apr 29, 2025, 2:40 PM CDT**Added by** Carson Blanchard**Clean fixtures****Taken on** Apr 29, 2025, 10:15 AM CDT**Added on** Apr 29, 2025, 2:40 PM CDT**Added by** Carson Blanchard**1.4 Plumbing****1. Restrooms****1.1 Set water heaters to 120°F.****2. Break room 107****2.1. Caulk around sink.****3. Make exterior cleanout cover flush with concrete pad.**



## Photos (2)



Make cleanout cover flush with concrete pad.

**Taken on** Apr 29, 2025, 10:23 AM CDT

**Added on** Apr 29, 2025, 2:40 PM CDT

**Added by** Carson Blanchard



Make sink flush with counter and caulk around sink.

**Taken on** Apr 29, 2025, 10:16 AM CDT

**Added on** Apr 29, 2025, 2:40 PM CDT

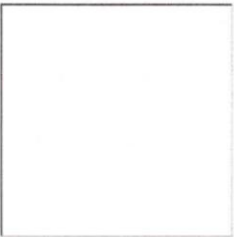
**Added by** Carson Blanchard

1.5 Sprinkler  
N/A



Form detail

#6: Mechanical Punch List



Forms

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Form date	Apr 29, 2025
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Description	Mechanical Punch List 01 04-29-2025
Due date	Apr 29, 2025
Submitted by	Carson Blanchard
Status	Closed
Last update	Apr 30, 2025, 8:58 AM CDT
Last updated by	Carson Blanchard
Included references	Photos

Supporting information

Mechanical Punch List Report

1. Mechanical Punch List

- 1.1

HVAC General

1. Submit O&M Manuals.

2. Submit As-built drawings.

3. Submit Test and Balance report.

4. Label all mechanical equipment as per Specification 23 00 00.

4. Withhold \$1700 for HVAC items.
- 1.2

HVAC

1. Customer Service 101 and Womens 108.

1.1. Supply grille missing O.B.D. Provide O.B.D. at supply grilles.

2. Mech 110

**2.1. Install float switch in air handler unit drain pan as detailed on drawings.**

**3.Exterior**

**3.1. Install liquid line dryer on refrigerant piping liquid line as detailed on drawings.**

**3.2. Install 1" thick rubber isolation pad at each corner of condensing unit as detailed on drawings.**

**3.3. Install aluminum jacket on exterior refrigerant piping as per**

**3.4. Complete application of weatherproof mastic on exterior refrigerant piping.**

**3.5. Install controls wiring from condensing unit to air handling unit in metal conduit as per Specification Section 23 90 20. Controls wiring shall not be run through refrigerant piping wall penetration.**

**3.6. Install metal unistrut refrigerant pipe support at concrete pad as detailed on drawings.**

**3.7. Install stainless steel clamp around refrigerant piping penetration as detailed on drawings.**

**Photos (4)**



**Controls wiring exposed and ran through refrigerant piping penetration.**

**Taken on Apr 29, 2025, 10:30 AM CDT**

**Added on Apr 29, 2025, 2:40 PM CDT**

**Added by Carson Blanchard**



**Install rubber isolation pads between condensing unit and concrete pad.**

**Taken on Apr 29, 2025, 10:26 AM CDT**

**Added on Apr 29, 2025, 2:40 PM CDT**

**Added by Carson Blanchard**



Complete application of weatherproof mastic, provide refrigerant liquid line dryer and pipe unistrut

**Taken on** Apr 29, 2025, 10:24 AM CDT

**Added on** Apr 29, 2025, 2:40 PM CDT

**Added by** Carson Blanchard



Install aluminum jacket around refrigerant piping suction line.

**Taken on** Apr 29, 2025, 10:24 AM CDT

**Added on** Apr 29, 2025, 2:40 PM CDT

**Added by** Carson Blanchard

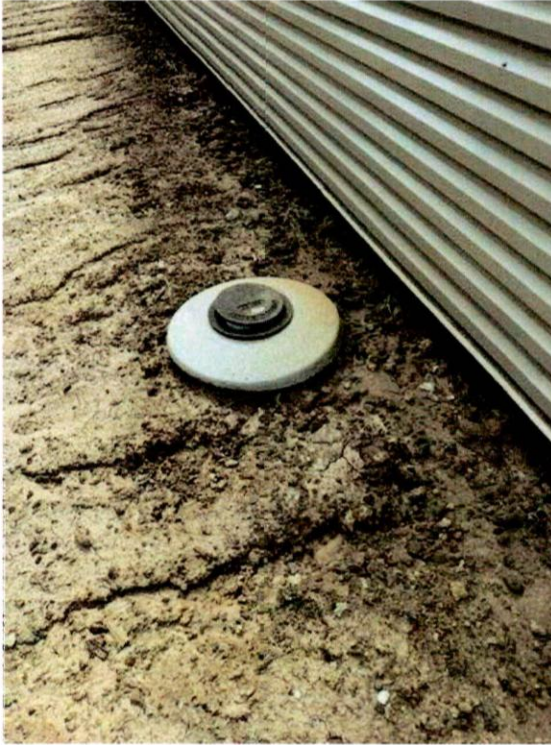
1.3 Plumbing General

1. Submit O&M Manuals.
2. Submit As-built drawings.
3. Wipe all fixtures clean.
4. Withhold \$700 for plumbing items.



**Photos (2)****Clean fixtures****Taken on** Apr 29, 2025, 10:16 AM CDT**Added on** Apr 29, 2025, 2:40 PM CDT**Added by** Carson Blanchard**Clean fixtures****Taken on** Apr 29, 2025, 10:15 AM CDT**Added on** Apr 29, 2025, 2:40 PM CDT**Added by** Carson Blanchard**1.4 Plumbing****1. Restrooms****1.1 Set water heaters to 120°F.****2. Break room 107****2.1. Caulk around sink.****3. Make exterior cleanout cover flush with concrete pad.**

## Photos (2)



Make cleanout cover flush with concrete pad.

**Taken on** Apr 29, 2025, 10:23 AM CDT

**Added on** Apr 29, 2025, 2:40 PM CDT

**Added by** Carson Blanchard



Make sink flush with counter and caulk around sink.

**Taken on** Apr 29, 2025, 10:16 AM CDT

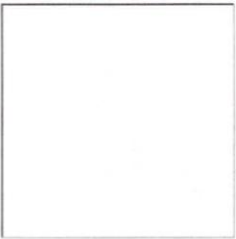
**Added on** Apr 29, 2025, 2:40 PM CDT

**Added by** Carson Blanchard

1.5 Sprinkler  
N/A

Form detail

#7: Electrical Punch List



Forms

Location

Form date	Apr 29, 2025
Template	Electrical Punch List
Description	Electrical Punch List 01 04-29-2025
Due date	Apr 29, 2025
Created by	Carson Blanchard
Status	In review
Last update	Apr 30, 2025, 8:15 AM CDT
Last updated by	Carson Blanchard
Included references	Photos

Supporting information

Electrical Punch List 01 (XX/XX/XXXX)

1. Electrical Punch List

- 1.1 Electrical
1. Submit As-Built drawings.

2. Provide operation and maintenance manuals

3. Provide communication cabling test report.

4. Verify operation of exterior lights.

5. Verify operation of all emergency battery packs.

6. Coordinate vacancy sensor settings with owner.

7. Label panel and provide typed written directory.

8. Re-feed existing 200 amp disconnect from wireway as indicated on riser.

9. Withhold \$3850 for electrical items.



## Photos (3)

[IMG\\_2694](#)**Taken on** Apr 29, 2025, 11:13 AM CDT**Added on** Apr 29, 2025, 2:57 PM CDT**Added by** Carson Blanchard[IMG\\_2693](#)**Taken on** Apr 29, 2025, 11:02 AM CDT**Added on** Apr 29, 2025, 2:57 PM CDT**Added by** Carson Blanchard



[IMG\\_2692](#)

**Taken on** Apr 29, 2025, 11:02 AM CDT

**Added on** Apr 29, 2025, 2:56 PM CDT

**Added by** Carson Blanchard



ORDINANCE NO.

M-C SERIES

ORDINANCE GRANTING A REZONE TO JUSTIN BABINEAUX FROM RESIDENTIAL TO BUSINESS FOR PROPERTY LOCATED ON SOUTH BEGLIS PARKWAY, SOUTH OF THE NEW CARLYSS BOULEVARD EXTENSION (ASSESSMENT NO. 00868027).

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a rezone to Justin Babineaux from Residential to Business for property located on South Beglis Pakway, south of the new Carlyss Blvd. extension (Assessment No. 00868027) for the following described property:

PHASE 1

BEG AT SW COR OF SE/4SW/4 SEC 11.10.10; TH N 720.96 FT; TH S 45 DEG E 29.58 FT TO POINT OF CURVE OF TANGENT CURVE TO LEFT RADIUS 1250, TH SE'LY ALONG CURVE AN ARC LENTH OF 955.50 FT TO POINT OF TANGENT, CURVE HAVING CHORD BEARING S 67 DEG 43'09" E 932.41 FT; TH S 89 DEG E 295.12 FT TO POINT IN W LINE OF CLYDE P ECCLES; TH S 01 DEG W ALONG W LINE CLYDE P ECCLES 198.76 FT TO SW COR OF CLYDE P ECCLES; TH S 89 DEG E ALONG S LINE CLYDE P ECCLES 350.34 FT TO SE COR OF CLYDE P ECCLES TRACT LYING ON C/L OF S BEGLIS PKWY; TH S 25.25 FT TO POINT OF CURVE OF TANGENT CURVE TO RIGHT RADIUS 11459.16 FT, TH S ALONG SAID CURVE AN ARC LENGTH 139.93 FT TO INTERSECTION WITH S LINE OF SW/4SE/4 SEC 11 SAID CURVE HAVING CHORD BEARING S 139.93 FT; TH N 89 DEG W ALONG S LINE OF SW/4SE/4 212.48 FT TO SE COR OF SE/4SW/4; TH N 89 DEG W ALONG S LINE OF SE/4SW/4 1325.70 FT TO POB

PHASE 1 B

COM AT SW COR OF SE/4SW/4 SEC 11.10.10; TH N 858.11 FT AND POB; TH N 472.15 FT TO SW COR OF NE/4SW/4 SEC 11; TH N 592.13 FT TO SW COR OF INWOOD FOREST SUB LYING ON N BANK OF LITTLE BAYOU D'INDE; TH MEANDERING ALONG NORTH BANK: N 58 DEG E 52.22 FT, S 74 DEG 4 94.09 FT, N 85 DEG E 177.47 FTM, S 81 DEG E 79.52 FT, S 66 DEG E 179.95 FT, S 58 DEG E 134.22 FT, S 51 DEG E 89.68 FT, S 41 DEG E 245.26 FT, S 58 DEG E 81.45 FT; TH S 31 DEG W 259.83 FT; TH S 23 DEG W 673.60 FT; TH S 20 DEG W 149.22 FT TO POINT OF CURVE OF A TANGENT CURVE TO LEFT RADIUS 20 FT, TH SE'LY ALONG SAID CURVE FOR AN ARC LENTH OF 32.48 FT CHORD BEARING S 26 DEG 28'23" E 29.03 FT; TH NW'LY ALONG A TANGENT CURVE TO RIGHT RADIUS 1150 ARC LENGTH 545.53 FT CHORD BEARING N 59 DEG 24'38" W 540.43 FT; TH N 45 DEG W 123.54 FT TO POB

PHASE 2

COM AT SW COR OF SE/4SW/4 SEC 11.10.10; TH N 858.11 FT ; TH S 45 DEG E 123.54 FT TO POINT OF CURVE OF TANGENT CURVE TO LEFT RADIUS 1150 FT ARC LENTH 545.53 FT CHORD BEARING S 59 DEG 24'38" E CHORD LENGTH 540.43 FT TO POB; TH NW'LY ALONG CURVE TO RIGHT RADIUS 20 FT ARC LENGTH 32.48 FT CHORD BEARING N 26 DEG 28'23" W 29.03 FT; TH N 20 DEG E 149.22 FT; TH N 213 DEG E 673.60 FT; TH N 31 DEG E 259.83 FT TO S LINE INWOOD FOREST SUB LYING ON NORTH BANK OF LITTLE BAYOU D'INDE; TH MEANDERING ALONG NORTH BANK OF LITTLE BAYOU D'INDE S 58 DEG E 115.01 FT, S 54 DEG E 148.88 FT, S 39 DEG E 96.48 FT, S 48 DEG E 82.55 FT TO SW COR OF TRACT CONVEYD TO CITY OF SULPHUR; TH S 45 DEG E 186.34

FT TO INTERSECTION WITH W R/W LINE OF S  
 BEGLIS PKWY (LA HWY 3077), FRMLY ARIZONA ST; TH N 08 DEG E  
 146.99 FT; TH N 01 DEG E 62.17 FT TO  
 INTERSECTION WITH N LINE OF SW/4SE/4 SEC 11; TH S 89 DEG E 50 FT;  
 TH S 01 DEG W 665.15 FT TO NE COR OF  
 TRACT CONVEYED TO CLYDE P ECCLES; TH N 9 DEG W 344.58 FT; TH S  
 01 DEG W 201.23 FT; TH N 89 DEG W 296.31 FT  
 TO POINT OF COURVE OF TANGENT CURVE TO RIGHT RADIUS 1150 FT,  
 ARC LENGTH 333.53 FT CHORD BEARING N 81  
 DEG W 332.37 FT TO POB.  
 AND .227 AC DESCRIBED AS FOLL: COM AT SW COR OF SE/4SW/4 SEC  
 11.10.10; TH N 720.9 FT TO POB; TH N 9.64 FT;  
 TH S 46 DEG E 19.90 FT; TH S 57 DEG E 51.36 FT TO POINT OF CURVE OF  
 NON-TANGENT CURVE TO LEFT HAVING  
 RADIUS OF 1250 FT. TH SE'LY ALONG SAID CURVE, ARC DISTANCE OF  
 935.18 FT CHORD BEARING S 68 DEG 03'43" E  
 913.52 FT; TH S 89 DEG E 273.93 FT TO W LINE OF CLYDE P ECCLES  
 TRACT; TH S 01 DEG W .63 FT; TH N 89 DEG W  
 295.12 FT TO POIT OF CURVE OF TANGENT CURVE TO RIGHT RADIUS  
 OF 1250 FT, TH NW'LY ALONG SAID CURVE ARC  
 LENGTH OF 955.50 FT CHORD BEARING N 67 DEG 43'09" W 932.40 FT; TH  
 N 45 DEG W 29.58 FT TO POB. LESS .227 AC  
 PER B4359 P410 TO INWOOD FOREST LLC ET AL DESC AS: COM AT SW  
 COR OF SE/4SW/4 SEC 11.10.10; TH N 858.11 FT  
 TO POB; TH N36.05 FT; TH S 46 DEG E 6.15 FT; TH S 35 DEG E 55.90 FT;  
 TH S 46 DEG E 111.12 FT TO POINT OF CURVE  
 OF TANGENT CURVE TO LEFT RADIUS OF 1150 FT; TH SE'LY ALONG  
 SAID CURVE ARC DISTANCE OF 868.88 FT CHORD  
 BEARING S 67 DEG E 848.36 FT; TH S 89 DEG E 274.91 FT TO POINT IN W  
 LINE OF CLYDE P ECCLES TRACT; TH S 01 DEG  
 W .63 FT; TH N 89 DEG W 296.31 FT TO POINT OF CURVE OF TANGENT  
 CURVE TO RIGHT RADIUS 1150, TH NW'LY  
 ALONG SAID CURVE ARC LENGTH OF 879.06 FT CHORD BEARING N 67  
 DEG 43'09" W 857.81 FT; TH N 45 DEG W 123.54  
 FT TO POB. LESS B 4338 P 880 TRACT I AND 2 DESCRIBED AS: TRACT 1:  
 COM AT SW COR OF SE SW 11-10-10; TH N  
 894.17 FT; TH S 46 DEG 12 MIN 18 SEC E 6.15 FT; TH S 35 DEG 54 MIN 01  
 SEC E 55.90 FT; TH S 46 DEG 12 MIN 18 SEC E  
 111.12 FT TO THE PT OF CURATURE OF A TANGENT CURVE TO THE  
 LEFT HAVING A RADIUS OF 1150.00 FT; TH  
 SOUTHEASTERLY ALONG SAID TANGENT CURVE TO THE LEFT FOR  
 AN ARC LENGTH DISTANCE OF 510.23 FT TO POB  
 OF HEREIN DESCRIBED TRACT, SAID CURVE HAVING A CHORD  
 WHICH BEARS S 58 DEG 54 MIN 56 SEC E, A DISTANCE  
 OF 505.06 FT; TH NORTHWESTERLY ALONG A CURVE TO THE RIGHT,  
 HAVING A RADIUS OF 20.00 FT, FOR AN ARC  
 LENGTH DISTANCE OF 32.00 FT TO THE PT OF TANGENT SAID CURVE  
 HAVING A CHORD WHICH BEARS N 25 DEG 47  
 MIN 19 SEC W, A DISTANCE OF 28.70 FT; TH N 20 DEG 03 MIN 15 SEC E  
 359.01 FT TO THE PT OF CURVATURE OF A  
 TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FT; TH  
 NORTHEASTERLY ALONG SAID TANGENT CURVE  
 TO THE RIGHT, FOR AN ARC LENGTH DISTANCE OF 5.88 FT, HAVING A  
 CHORD WHICH BEARS N 28 DEG 28 MIN 18 SEC  
 E, A DISTANCE OF 5.86 FT TO THE BEGINNING OF A COMPOUND  
 CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FT;  
 TH NORTHWESTERLY ALONG SAID COMPOUND CURVE TO THE LFET,  
 FOR AN ARC LENGTH DISTANCE OF 28.35 FT,  
 HAVING A CHORD WHICH BEARS N 20 DEG 38 MIN 43 SEC E, A  
 DISTANCE OF 27.97 FT; TH S 85 DEG 35 MIN 55 SEC E  
 15.00 FT; TH N 23 DEG 43 MIN 25 SEC E 166.54 FT; TH N 88 DEG 51 MIN 36  
 SEC E 316.26 FT; TH S 41 DEG 54 MIN 56 SEC

E 431.63 FT; TH S 89 DEG 04 MIN 28 SEC E 106.12 FT; TH S 06 DEG 03 MIN 34 SEC E 91.83 FT; TH S 01 DEG 03 MIN 56 SEC W 2.98 FT; TH N 89 DEG 04 MIN 28 SEC 294.58 FT, TH S 01 DEG 03 MIN 48 SEC W 200.60 FT; TH N 89 DEG 29 MIN 41 SEC W 274.91 FT TO PT OF COURVATURE OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1150.00 FT; TH NORTHWESTERLY ALONG SAID TANGENT CURVE TO THE RIGHT, FOR AN ARC LENGHT DISTANCE OF 358.65 FT TO PT OF BEG, AID CURVE HAVING A CHORD WHICH BEARS N 80 DEG 33 MIN 38 SEC W 357.19 FT, CONT 8.45 ACS M/L TRACT 2 - COM AT SW/C OF SE SW 11-1010; TH N 894.17 FT, TH S 46 DEG 12 MIN 18 SEC E 6.15 FT; TH S 35 DEG 54 MIN 01 SEC E 55.90 FT; TH S 46 DEG 12 MIN 18 SEC E 111.12 FT TO THE PT OF CURVATURE OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1150.00 FT; TH SOUTHEASTERLY ALONG SAID TANGENT CURVE TO THE LEFT FOR AN ARC LENGHT DISTANCE OF 51.23 FT, SAID CURVE HAVING A CHORD WHICH BEARS S 58 DEG 54 MIN 56 SEC E 506.06 FT; TH NORTHWESTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FT, FOR AN ARC LENGTH DISTANCE OF 32.00 FT TO THE PT OF TANGENT, SAID CURVE HAVING A CHORD WHICH BEARS N 25 DEG 47 MIN 10 SEC W 28.70 FT; TH N 20 DEG 03 MIN 15 SEC E, 359.01 FT TO THE PT OF CURVATURE OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FT; TH NORTHEASTERLY ALONG SAID TANGENT CURVE TO THE RIGHT, FOR AN ARC LENGTH DISTANCE OF 5.88 FT, HAVING A CHORD WHICH BEARS N 28 DEG 28 MIN 18 SEC E 5.86 FT TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 50.00FT; TH NOTHEASTERLY ALONG SAID COMPOUND CURVE TO THE LEFT FOR AN ARC LENGHT DISTANCE OF 28.35 FT, HAVING A CHORD WHICH BEARS N 20 DEG 38 MIN 43 SEC E 37.97 FT; TH S 85 DEG 35 MIN 55 SEC E 15.00 FT; TH N 23 DEG 43 MIN 25 SEC E 166.54 FT TO PT OF BEGINNING; TH N 23 DEG 43 MIN 25 SEC E 251.22 FT; TH N 31 DEG 02 MIN 55 SEC E 259.83 FT; TH S 58 DEG 57 MIN 05 SEC 115.01 FT; TH S 54 DEG 03 MIN 33 SEC E 148.88 FT; TH S 39 DEG 30 MIN 50 SEC E 96.48 FT; TH S 48 DEG 48 MIN 49 SEC E 82.55 FT, TH S 45 DEG 29 MIN 29 SEC E 186.34 FT; TH S 08 DEG 11 MIN 26 SEC W 54.57 FT; TH S 01 DEG 03 MIN 56 SEC W 200.00 FT; TH S 06 DEG 03 MIN 34 SEC W 109.73 FT, TH N 89 DEG 04 MIN 28 SEC W 106.12 FT; TH N 41 DEG 54 MIN 56 SEC 431.63 FT; TH S 88 DEG 51 MIN 36 SEC W 316.26 FT TO POB CONT 5.96 ACS LESS B 4442 P 430 (22.04 ACS) TO LIFE CHRISTIAN ACADEMY DESC AS: COM SW COR OF SE SW SECT 11.10.10; TH N 894.17 FT TO POB; TH N 436.09 FT TO SW COR OF NE SW; TH CONT N 592.13 FT TO SW COR OF INWOOD FOREST SUB, SAID PT LYING ON N BANK OF LITTLE BAYOU D'INDE; TH MEADER ALONG SAID N BANK OF LITTLE BAYOU D'INDE; N 58 FT 37 MIN 40 SECS E, A DIST OF 52.22 FT; TH S 74 DEGS 31 MIN 0 SECS E, A DIST OF 94.09 FT; TH N 85 DEGS 20 MIN 56 SECS E, A DIST OF 177.47 FT; TH N 85 DEGS 15 MINS 9 SECS E, A DIST 79.52 FT; TH S 66 DEGS 50 MIN 26 SECS E, A DIST OF 179.95 FT; TH S 58 DEGS 13 MIN 3 SECS E, A DIST OF 134.22 FT; TH S 51 DEGS 54 MINS 35 SECS E, A DIST OF 89.68 FT; TH S 41 DEGS 43 MIN 31 SECS E, A DIST OF 245.26 FT; TH S 58 DEGS 57 MIN 5 SECS E, A DIST OF 81.45 FT; TH S 31 DEGS 2 MIN 55 SECS W A DIST OF 259.83 FT; TH S 23 DEGS 43 MIN 25 SECS W, A DIST OF 417.76 FT; TH N 85 DEGS 35 MIN 55 SECS W, A DISXT OF 15 FT TO POC (NON-TANGENT TO RIGHT( RADIUS OF 50 FT; TH SWLY, ALONG NON TANGENT CURVE A ARC DIST OF 28.35 FT, CHORD BEARING 20 DEGS

38 MIN 43 SECS W A DIST OF 27.97 FT, TO BEG OF  
A COMPOUND CURVE TO LEFT, A RADIUS OF 20 FT; TH SWLY, ALOND  
SAID COMPOUND CURVE TO LEFT AND E R/W  
LINE OF A PROPOSED RD, AN ARC LENGTH DIST OF 5.88 FT TO POINT  
OF TANGENT, CURVE HAVING A CHORD  
BEARING S 28 DEGS 28 MIN 18 SECS W, A DIST OF 5.86 FT; TH S 20 DEGS  
3 MINS 15 SECS W, ALONG E R/W OF  
PROPOSED RD A DIST OF 359.01 FT TO A CURVE TANGENT TO LEFT  
AND RADIUS OF 20 FT; TH SWLY, ALONG SAID  
TANGENT CURVE TO LEFT AND E R/W LINE OF PROPOSED RD, AN ARC  
LENGTH DIST OF 32 FT TO PT OF CUR OF A  
NON-TANGENT CURVE TO RIGHT, SAID PT BEING ON N R/W LINE OF  
PROPOSED RD, SAID CURVE HAVING A CHORD  
WHICH BEARS S 25 DEGS 47 MIN 10 SECS E, A DIST OF 28.70 FT; TH  
NWLY, ALONG SAID N R/W LINE OF PROPOSED  
RD, AND A NON-TANGENT CURVE TO RIGHT, RADIUS OF 1150 FT, FOR  
AN ARC DIST OF 510.23 FT, TO TH POINT OF  
TANGENT, SAID CURVE HAVING A CHORD BEARING N 58 DEGS 54 MIN  
56 SECS W, A DIST OF 506.06 FT; TH N 46 DEGS  
12 MIN 18 SECS W, ALONG N PROPOSED RD A DIST OF 111.12 FT; TH N  
35 DEGS 54 MIN 1 SEC W, ALONG SAID N R/W  
LINE OF PROPOSED RD A DIST OF 55.90 FT; TH N 46 DEGS 12 MIN 18  
SECS W, ALONG SAID N R/W LINE OF PROPOSED  
RD A DIST OF 6.15 FT TO POB (22.04 ACS M /L AND SUBJ TO DRAINAGE  
SERVITUDE ACROSS THE N AND W/S  
THEREOF; SUJ TO ANY EASEMENTS, SERVITUDES OR R/WS OF RECORD  
OR BY USE.  
REF1-GLEN ALLEN JAMES AND SUSAN JEANNE B 1843 P 106-84

BE IT FURTHER ORDAINED that the following stipulations or restrictions are required  
as stated in the CEA with Calcasieu Parish Police Jury:

1. Lot Frontage, abutting Carlyss Drive Extension, for commercial lots, which  
have a driveway connection to Carlyss Drive Extension, between LA 1256  
and LA 27, shall not measure less than 250 feet.
2. Curb Cuts for commercial driveways shall not exceed 36 feet in width as  
measured along the back of curb or edge of pavement line.

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,  
the governing authority thereof, that they do hereby grant a rezone to Justin Babineaux from  
Residential to Business for property located on South Beglis Pakway, south of the new Carlyss  
Blvd. extension (Assessment No. 00868027).

APPROVED AND ADOPTED by  
the City Council of the City of Sulphur,  
Louisiana, on this \_\_\_\_\_ day of  
\_\_\_\_\_, 2025.

\_\_\_\_\_  
JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the  
foregoing Ordinance has been  
presented to the Mayor on this  
\_\_\_\_\_ day of \_\_\_\_\_,  
2025, 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 \_\_\_\_\_,  
2025, 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: 4/15/2025  
Re: **Parcel No. 00868027** - Rezone Request

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Comments: **Application:**

**Justin Babineaux** has requested a rezoning of the referenced area from **Residential District** to **Business District**.

**Situation:**

The referenced lot will be fronting the future Carlyss Drive Extension project. Life Christian Academy Has just developed a new campus that will be located on the North side of Carlyss Drive Extension. The applicant has requested a rezone to Business for future development of uses permitted in Business District. Uses typically permitted in Business District include, but not limited to, day cares, churches, schools, libraries, general retail sales and service establishments, offices and restaurants.

**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 and undeveloped land**.
3. The considered area is bordered by land zoned **Residential**. Across Beglis Parkway to the East, CPPJ has land zoned Light Commercial and Light Industrial.
4. The land to the south is zoned for Single Family Residential by CPPJ.
5. The request to amend the land use map may constitute "spot zoning".

**Recommendations:**

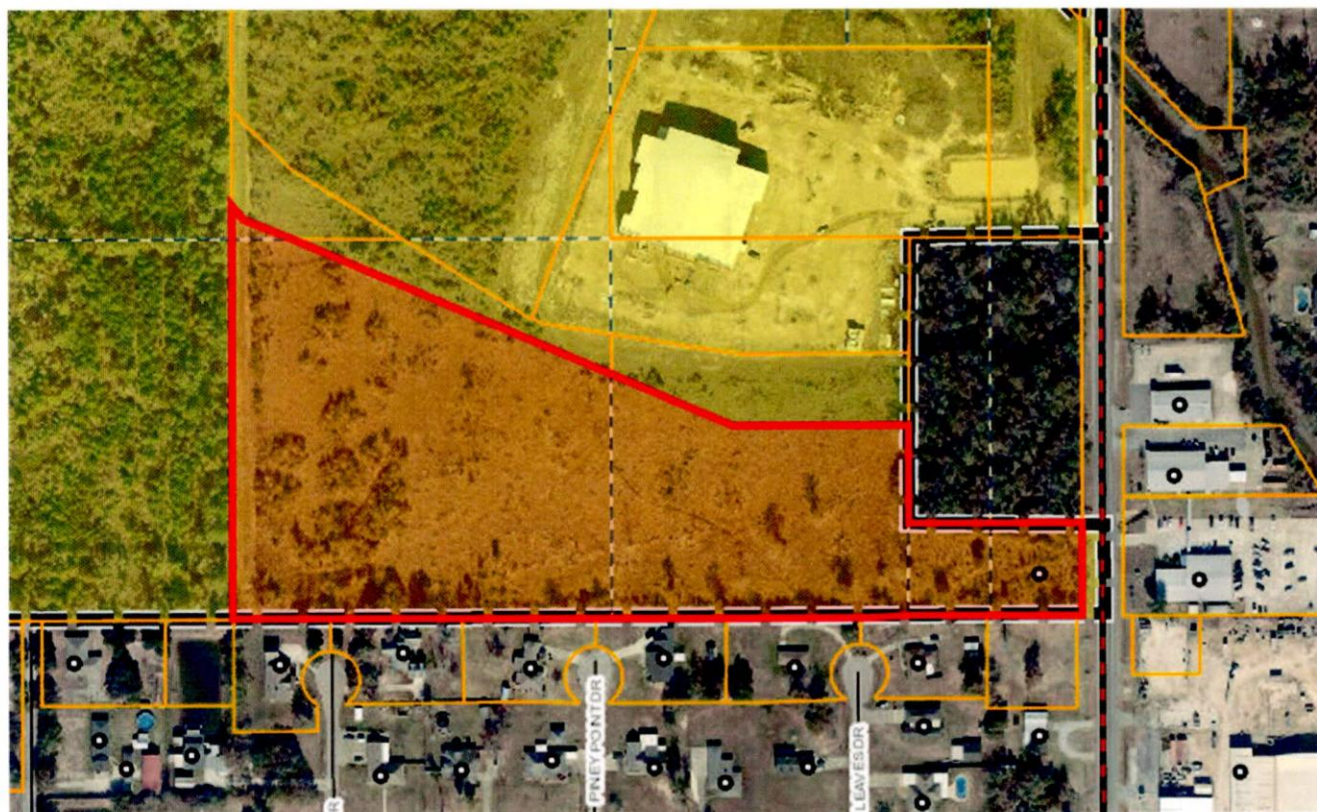
Absent evidence of the intended use meeting the grandfathering exceptions or meeting the Neighborhood Commercial use requirements a rezoning of this parcel is required. To encourage a **Business** corridor in the vicinity, a recommendation for rezoning **is given**.





The following stipulations or restrictions are required by CEA with CPPJ:

- a. Lot Frontage, abutting Carlyss Drive Extension, for commercial lots, which have a driveway connection to Carlyss Drive Extension, between LA 1256 and LA 27, shall not measure less than 250 feet.
- b. Curb Cuts for commercial driveways shall not exceed 36 feet in width as measured along the back of curb or edge of pavement line.



**AMENDMENT NUMBER ONE TO THE  
COOPERATIVE ENDEAVOR AGREEMENT  
BETWEEN THE  
CALCASIEU PARISH POLICE JURY  
AND  
CITY OF SULPHUR**

STATE OF LOUISIANA  
PARISH OF CALCASIEU

THIS AMENDMENT is hereby made and entered into this 5<sup>th</sup> day of October 2023, by and between the CALCASIEU PARISH POLICE JURY, hereinafter referred to as the "PARISH", a political subdivision of the State of Louisiana, represented herein by its duly authorized President, Chris E. Landry, and the CITY OF SULPHUR, hereinafter referred to as the "CITY," and represented herein by its duly authorized Mayor, Mike Danahay.

WHEREAS, the PARISH previously executed an agreement with the CITY on the 15th day of February, 2018 for the proposed extension of Carlyss Drive between Wright Road and Louisiana Highway 27 (Beglis Parkway), south of Sulphur, Louisiana (Carlyss Drive Extension Phase II Project).

NOW THEREFORE, the PARISH and the CITY do mutually agree to the following amendments:

**Section 1 of Original Agreement - Scope of Agreement**

The scope of agreement as defined in the original agreement is hereby amended as follows:

Item 1.01 in the original agreement is revised to include that the PARISH is also responsible for any and all utility coordination activity.

Item 1.06 in the original agreement is deleted in its entirety and replaced with the following:

1.06 All costs associated with the design, bidding and construction of the PROJECT shall initially be borne by the PARISH. Upon substantial completion of the PROJECT the PARISH shall be entitled to invoice the CITY for the reimbursable amount specified in the amended Section 3 below.



Section 1 Scope of Agreement is further amended by the addition of the following items:

1.13 The CITY agrees to adopt the appropriate policies and ordinances, and any associated revisions, to meet or exceed the Parish's current drainage ordinances (or standards), specifically requiring the following within the project area:

1. Preparation of a Runoff Management Plan (RMP) by a professional engineer, providing a detailed design and explanation of mitigation measures required to meet watershed performance standards and avoiding any adverse impact to surrounding properties.
2. Mitigation measures identified in the RMP are to be constructed in the beginning phases of the construction project.
3. Prohibition of fill or other obstruction on or over any portion of a regulatory floodway or area of special flood hazard which contributes to the impediment of drainage efficiency.
4. Fill mitigation, maintaining the pre-development storm water storage conditions, below the ten-year water surface elevation.
5. Drainage easements and drainage maintenance easements as may be required by the jurisdictional gravity drainage district or the parish engineer located within the project area.

1.14 The CITY agrees to adopt the following access restrictions :

1. Vehicular driveway access from residential lots shall be prohibited when such lots abut Carlyss Drive Extension, between LA 1256 (Ruth Street) and LA 27 (Beglis Parkway). Such access restriction shall be noted directly upon the plat, adjacent to the lot in question.
2. Lot frontage, abutting Carlyss Drive Extension, for commercial lots, which have a driveway connection to Carlyss Drive Extension, between LA 1256 (Ruth Street) and LA 27 (Beglis Parkway), shall not measure less than 250 feet.
3. Curb cuts for commercial driveways shall not exceed 36 feet in width as measured along the back of curb line or edge of pavement line.
4. The CITY agrees to refrain from approving any permits , agreements or other authorizations for site development for any parcel abutting Carlyss Drive Extension between LA 1256 (Ruth Street) and LA 27 (Beglis Parkway) in the absence of the proposed development meeting the aforementioned access restrictions.

1.15 All necessary policies , standards or ordinances referenced herein shall be adopted prior to approval by the CITY for any new development in the project area.

1.16 The project area is defined as that area within the boundary as depicted in Exhibit A attached to this amendment.

Dear City Council ,

The primary purpose behind this request for rezoning is to have the ability to develop the property for commercial use, specifically to be able to develop along the newly approved, and currently being installed Carlyss road extension. My plan is to have the property rezoned from Residential Zoning to ~~Commercial~~ <sup>Business</sup> Zoning to allow me to put it up as a Build to suit option for a customer and or, offer it to someone to build a commercial strip mall and or other businesses.

The proposed development will not only enhance the local economy, but will also serve as a convenient and necessary resource for the residents in the area. I do not have a full plan of what the development will look like, but will assure that it always meet the zoning standards set forth by the community.

Thank you for considering my application. I look forward to your favorable response and am keen on collaborating with the zoning department to achieve a successful and beneficial project for our community.

Sincerely,

Justin Babineaux





## CITY OF SULPHUR

## APPLICATION FOR

## DEVELOPMENT APPROVAL

Date Received

3/21/25

\$50.00 Fee (Non-Refundable)

p.d.

(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

Justin Babineaux

DATE

3-19-25

## PROPERTY OWNER INFORMATION

Name of Property Owner

Justin Babineaux

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

Mailing Address

1235 E. Napoleon

City

Sulphur

State

LA

Email

Babineauxgroup@gmail.com

Physical Add

City

Sulphur

State

LA

Phone Number (H)

(W)

(C)

337-540-4041

## PROPERTY INFORMATION

Location Address

See Plat &amp; Legal attached. (Carlyss Dr. extension)

Present Zoned Classification

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 BOTH LAND USE AND CITY COUNCIL MEETING

INITIAL

## 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:

See Attached.

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:

3-19-25

1. Is site located within the City Limits?
  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.

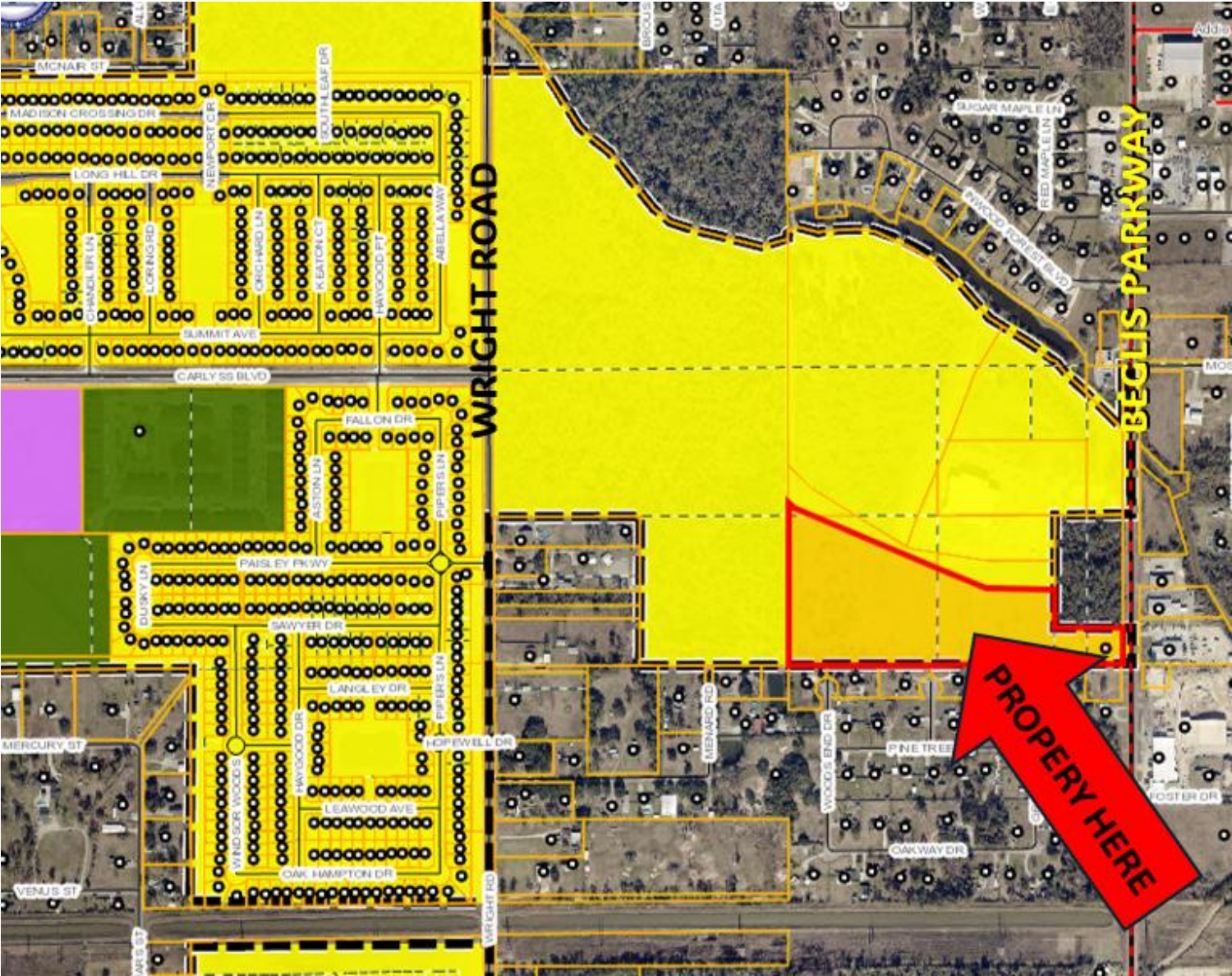
Yes

No


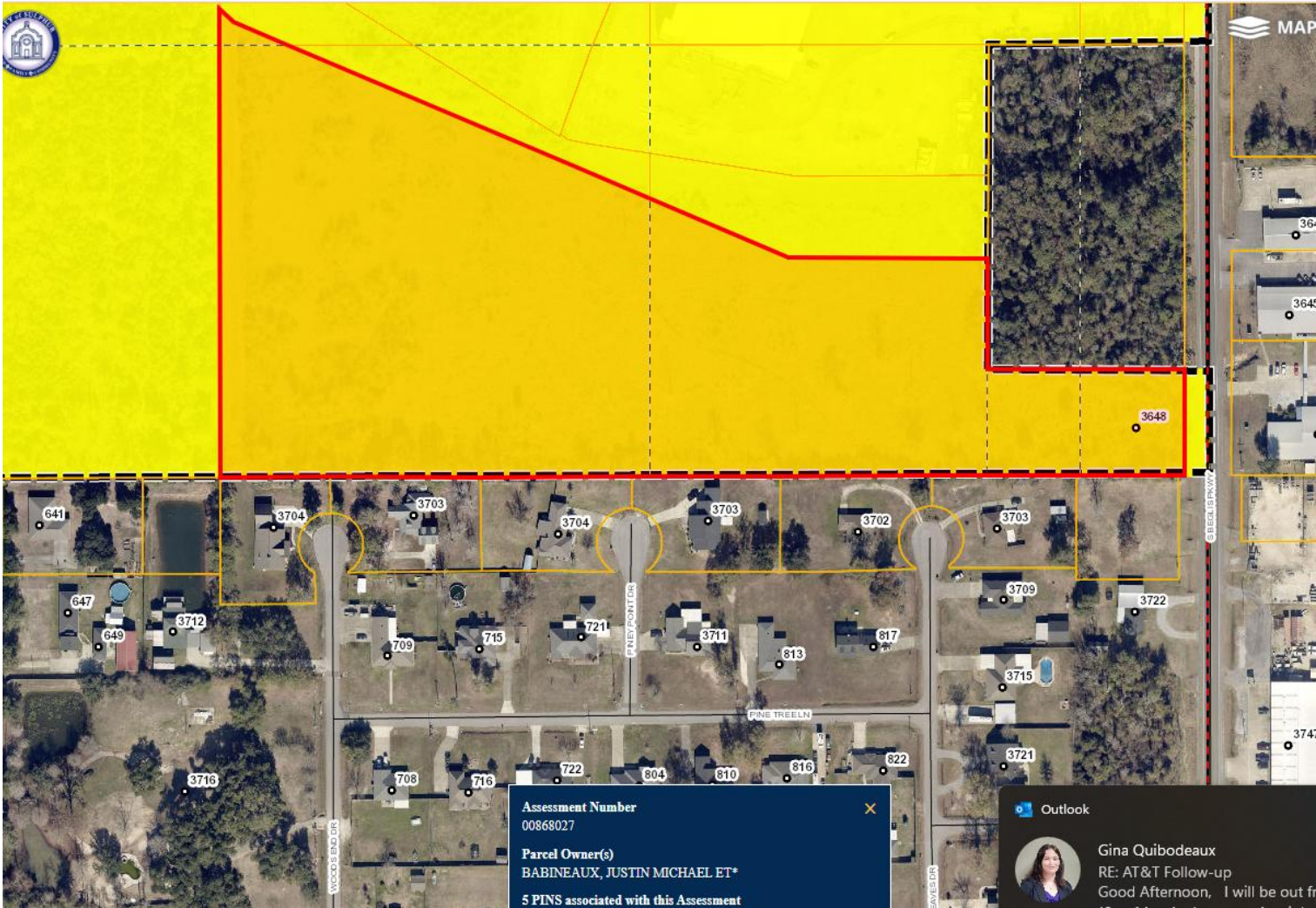

N/A

☒☐☐☐☒☐☒☐☐☒☐☐☒☐☐☒☐☐☐☒☐☐☒☐











**Assessment Number**  
00868027

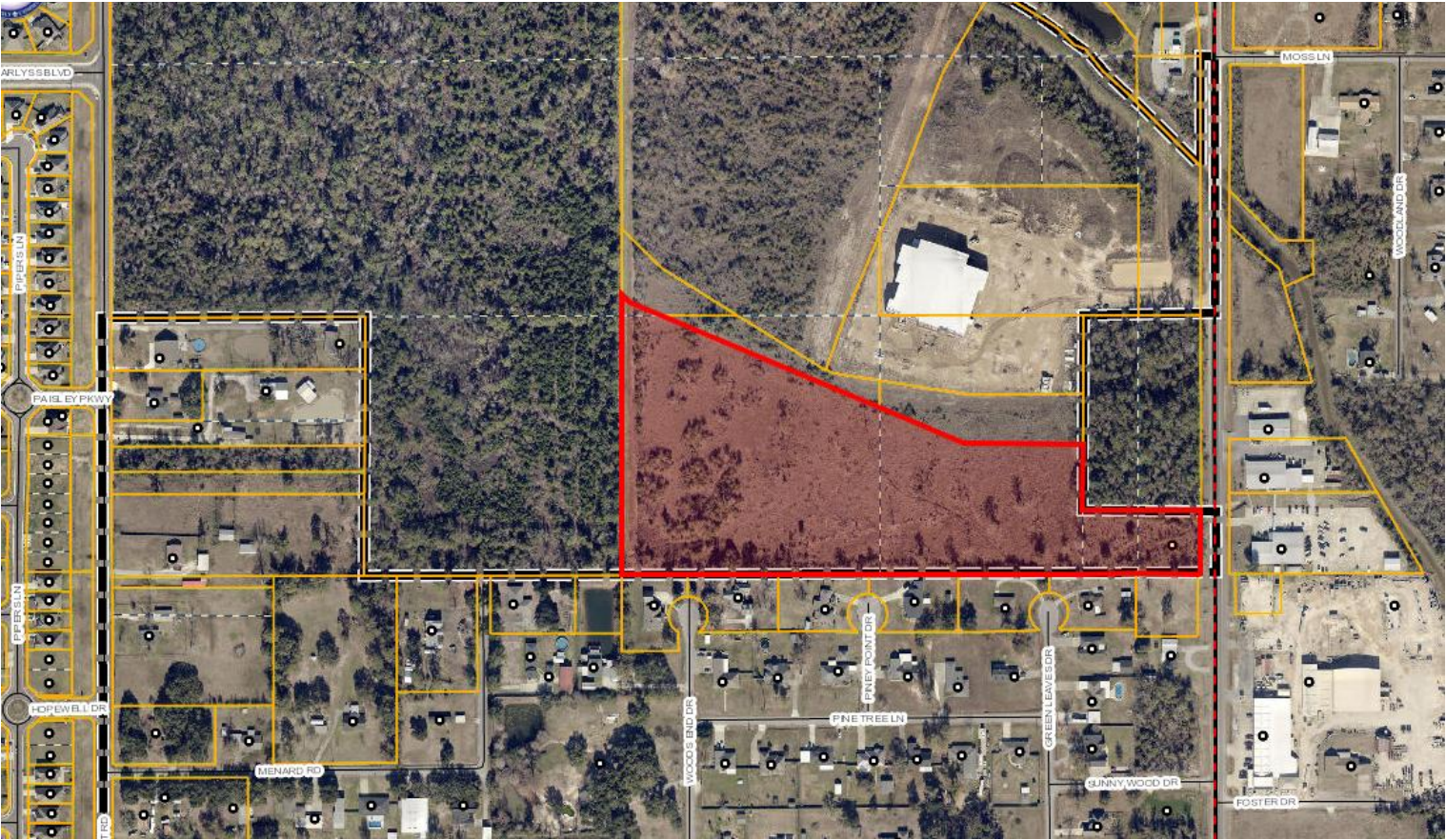
**Parcel Owner(s)**  
BABINEAU, JUSTIN MICHAEL ET\*

5 PINS associated with this Assessment

 Outlook

 Gina Quibodeaux  
RE: AT&T Follow-up  
Good Afternoon, I will be out fr





ORDINANCE NO. M-C SERIES

ORDINANCE GRANTING A REZONE TO BAB RENTALS, LLC, FROM RESIDENTIAL TO BUSINESS FOR PROPERTY LOCATED AT 501 WILLOW AVENUE.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a rezone to BAB Rentals, LLC, from Residential to Business for property located at 501 Willow Avenue for the following described property:

COM SW COR E CHERRY AND WILLOW AVE S 89 DEG 35 1/2 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

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 BAB Rentals, LLC, from Residential to Business for property located at 501 Willow Avenue.

APPROVED AND ADOPTED by  
the City Council of the City of Sulphur,  
Louisiana, on this \_\_\_\_\_ day of  
\_\_\_\_\_, 2025.

\_\_\_\_\_  
JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this \_\_\_\_ day of \_\_\_\_\_, 2025, 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 \_\_\_\_\_, 2025, 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: 4/15/2025  
Re: **501 Willow Avenue -** Rezone Request

---

Comments: **Application:**

**BAB Rentals, LLC** has requested a rezoning of the referenced area from **Residential District** to **Business District**.

**Situation:**

A business use existed at the reference area prior to the adoption of zoning in 2003. The rezone will align the zoning classification with the previous and current use. The bordering property to the south west and east are Sulphur High School main campus and 9<sup>th</sup> grade campus, respectively.

**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 and Business** to the North.
4. The applicant has been requested to provide statements from adjacent property owners relative to their lack of objection.
5. **Residential** land use for commercial activity is restricted to Home Occupations, Day Care and Neighborhood Commercial establishments.
6. The request to amend the land use map will not constitute "spot zoning".

**Recommendations:**

Absent evidence of the intended use meeting the Neighborhood Commercial use requirements a rezoning of this parcel is required. A recommendation in support of the rezone is given.

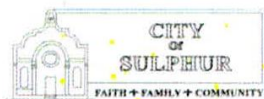




Dear City Council ,

The primary purpose behind this request for rezoning is to have the ability to release and or sale to another business in the future when the City of Sulphur exits the building.





## CITY OF SULPHUR

## APPLICATION FOR

## DEVELOPMENT APPROVAL

Date Received

3/21/25

\$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

Justin Babiniaux

DATE

3-19-25

## PROPERTY OWNER INFORMATION

Name of Property Owner

BAB Rentals, LLC - Justin Babiniaux

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

Mailing Address

1835 E. Napoleon

City:

Sulphur

State:

LA

Email:

Babiniauxgroup@gmail.com

Physical Address:

City:

State:

Phone Number (H)

(W)

(C)

337-540-4041

## PROPERTY INFORMATION

Location Address:

501 Willow Ave Sulphur, LA 70663

Present Zoned Classification:

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 BOTH LAND USE AND CITY COUNCIL MEETING

INITIAL

## REQUEST INFORMATION

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

NAME OF SUBDIVISION

Zoning Change: From

Residential

To

Business

Purpose of Request:

See Attached.

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:

3-19-25

1. Is site located within the City Limits?

Yes

X

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?

X

X

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

X

X

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

X

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

X

X

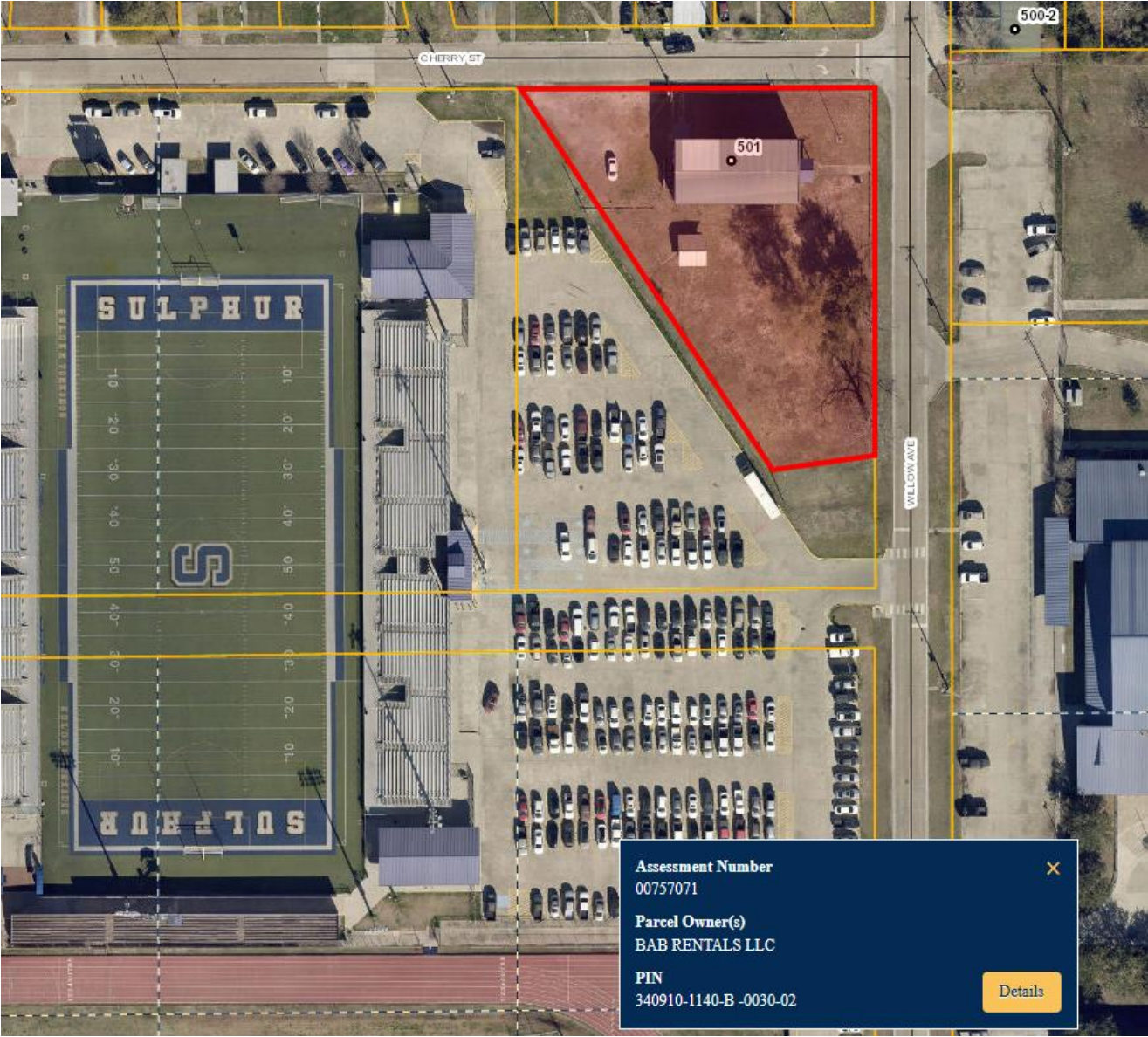
6. Is property within a designated flood hazard area?

X

X

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





**Assessment Number**  
00757071

**Parcel Owner(s)**  
BAB RENTALS LLC

**PIN**  
340910-1140-B -0030-02

Details

✕







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

ORDINANCE AUTHORIZING MAYOR DANA HAY TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT FOR THE SWLA SEXUAL ASSAULT NURSE EXAMINER (S.A.N.E.) PROGRAM.

WHEREAS, the mission of the SWLA Sexual Assault Nurse Examiner (S.A.N.E.) Program is to meet the needs of the sexual assault victim. The program will provide immediate, unbiased, compassionate and comprehensive forensic evaluation and treatment by trained, professional nurse experts within the parameters of the State Nurse Practice Act, the S.A.N.E. Standards of the International Association of Forensic Nurses and agreement with the participating multi-disciplinary agencies.

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 for the SWLA Sexual Assault Nurse Examiner (S.A.N.E.) Program with the following entities:

- Calcasieu Parish District Attorney’s Office
- Sheriff of Calcasieu Parish
- Calcasieu Parish Police Jury
- City of Lake Charles
- City of Westlake
- City of Vinton
- City of DeQuincy
- Town of Iowa
- Cameron Parish District Attorney’s Office
- Allen Parish District Attorney’s Office
- Beauregard Parish District Attorney’s Office
- Jefferson Davis Parish District Attorney’s Office
- Region V Office of Public Health (Health Unit)
- Calcasieu Cameron Hospital Service District
- Christus Ochsner Health Southwestern Louisiana d/b/a Christus Ochsner St. Patrick Hospital
- Christus Ochsner Health Southwestern Louisiana d/b/a Christus Ochsner Lake Area Hospital
- Beauregard Health System

BE IT FURTHER ORDAINED that this Agreement shall become effective for a term of three (3) years beginning January 1, 2025 and shall be automatically renewed unless a party hereto gives notice to all the parties in writing at least sixty (60) days in advance of the date on which this agreement expires that the party will not be renewing its participation in this agreement.

APPROVED AND ADOPTED by  
City Council of the City of  
Sulphur, Louisiana, on this \_\_\_\_\_  
day of \_\_\_\_\_, 2025.

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

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, 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 \_\_\_\_\_, 2025, the foregoing ordinance which has approved/vetoed by the Mayor.

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



STATE OF LOUISIANA

PARISH OF CALCASIEU

**COOPERATIVE ENDEAVOR AGREEMENT**

This Cooperative Endeavor Agreement is entered into between the undersigned parties.

WHEREAS, the parties are authorized to enter in such cooperative endeavor under Article 6, Section 20 and Article 7, Section 14 of the Louisiana Constitution of 1974;

WHEREAS, the parties have determined that the costs of this cooperative endeavor are commensurate with the benefits to be derived therefrom;

NOW THEREFORE, the parties enter into this cooperative endeavor under the following terms and conditions:

The parties enter into this cooperative endeavor in order to assist the Southwest Louisiana Sexual Assault Nurse Examiner Program to accomplish its mission which is described as follows:

The mission of the SWLA Sexual Assault Nurse Examiner (S.A.N.E.) Program is to meet the needs of the sexual assault victim. The program will provide immediate, unbiased, compassionate and comprehensive forensic evaluation and treatment by trained, professional nurse experts within the parameters of the State Nurse Practice Act, the S.A.N.E. Standards of the International Association of Forensic Nurses and agreement with the participating multi-disciplinary agencies.

The parties also enter in this cooperative endeavor to assist the S.A.N.E. Program which is geared toward victims of sexual assault in need of forensic examinations and medical care. This care includes (1) crisis intervention (2) evaluation and treatment of sexually-transmitted diseases (3) evaluation for risk of pregnancy (4) documentation and intervention in cases of injuries (5) referral for follow-up care and counseling (6) assurance of victim entrance into support systems (7) enhancement of the ability of law enforcement agencies to obtain evidence and (8) increasing the ability of prosecutors to investigate and successfully try offenders in sexual assault cases.

The parties hereto agree to assist in the funding of the S.A.N.E. Program as follows:

- The Calcasieu Parish District Attorney's Office shall provide funding in the amount of \$18,000.00 per year;
- The Sheriff of Calcasieu Parish shall provide funding in the amount of \$50,000.00 per year;
- The Calcasieu Parish Police Jury shall provide funding in the amount of \$50,000.00 per year;
- The City of Lake Charles shall provide funding in the amount of \$18,000.00 per year;
- The City of Westlake shall provide funding in the amount of \$5,000.00 per year;
- The City of Sulphur shall provide funding in the amount of \$8,000.00 per year;
- The City of Vinton shall provide funding in the amount of \$3,500.00 per year;
- The City of DeQuincy shall provide funding in the amount of \$3,000.00 per year;
- The Town of Iowa shall provide funding in the amount of \$3,000.00 per year;
- The Cameron Parish District Attorney's Office shall provide funding in the amount of \$3,000.00 per year;
- The Allen Parish District Attorney's Office shall provide funding in the amount of \$3,000.00 per year;
- The Beauregard Parish District Attorney's Office shall provide funding in the amount of \$3,000.00 per year;
- The Jefferson Davis Parish District Attorney's Office shall provide funding in the amount of \$3,000.00 per year;
- The Region V Office of Public Health (Health Unit) will provide meeting space;



- The Calcasieu Cameron Hospital Service District shall provide funding in the amount of \$3,000.00 per year;
- Christus Ochsner Health Southwestern Louisiana d/b/a Christus Ochsner St. Patrick Hospital shall provide funding in the amount of \$3,000.00 per year;
- Christus Ochsner Health Southwestern Louisiana d/b/a Christus Ochsner Lake Area Hospital shall provide funding in the amount of \$3,000.00 per year;
- Ochsner American Legion Hospital shall provide funding in the amount of \$3,000.00 per year; and
- Beauregard Health System shall provide funding in the amount of \$3,000.00 per year.

The parties shall make their respective payments to the Calcasieu Parish District Attorney on behalf of Southwest Louisiana Hospital Association d/b/a Lake Charles Memorial Hospital. The Calcasieu Parish District Attorney shall promptly remit those payments to Southwest Louisiana Hospital Association d/b/a Lake Charles Memorial Hospital S.A.N.E. Program which shall keep these payments in a separate account subject to reasonable inspection by any party hereto. The Southwest Louisiana Hospital Association d/b/a Lake Charles Memorial Hospital S.A.N.E. Program shall use the funds provided by the parties hereto exclusively for salaries and expenses directly related to the S.A.N.E. Program. S.A.N.E. Program full-time nurses shall be entitled to full-time benefits to be provided by Southwest Louisiana Hospital Association d/b/a Lake Charles Memorial Hospital. S.A.N.E. Program part-time nurses shall be entitled to part-time benefits to be provided by Southwest Louisiana Hospital Association d/b/a Lake Charles Memorial Hospital.

This agreement shall be effective for a term of three (3) years beginning January 1, 2025 and shall be automatically renewed unless a party hereto gives notice to all the other parties in writing at least sixty (60) days in advance of the date on which this agreement expires that that party will not be renewing its participation in this agreement.

**Stephen C. Dwight, District Attorney of the  
14<sup>th</sup> Judicial District (Calcasieu Parish)**

**Gary “Stitch” Guillory, Calcasieu Parish Sheriff**

\_\_\_\_\_  
**Stephen C. Dwight**

\_\_\_\_\_  
**Gary “Stitch” Guillory**

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

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

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

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

**Calcasieu Parish Police Jury by  
Bryan C. Beam, Parish Administrator**

**City of Lake Charles, Louisiana by  
Nicholas Hunter, Mayor**

\_\_\_\_\_  
**Bryan C. Beam**

\_\_\_\_\_  
**Nicholas Hunter**

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

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

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

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

**City of Westlake by Hal McMillin, Mayor**

\_\_\_\_\_  
**Hal McMillin**

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

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

**City of Sulphur by Michael Danahay, Mayor**

\_\_\_\_\_  
**Michael Danahay**

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

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

**City of Vinton by Marcus Renfrow, Mayor**

\_\_\_\_\_  
**Marcus Renfrow**

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

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

**City of DeQuincy by Riley Smith, Mayor**

\_\_\_\_\_  
**Riley Smith**

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

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

**Town of Iowa by Neal Watkins, Mayor**

\_\_\_\_\_  
**Neal Watkins**

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

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

**Cameron Parish District Attorney's Office  
by W. Thomas Barrett, III, District Attorney**

\_\_\_\_\_  
**W. Thomas Barrett, III**

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

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

**Allen Parish District Attorney's Office  
by Joe Green, District Attorney**

\_\_\_\_\_  
**Joe Green**

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

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

**Beauregard Parish District Attorney's Office  
by James R. Lestage, District Attorney**

\_\_\_\_\_  
**James R. Lestage**

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

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

**Jefferson Davis Parish District Attorney's  
Office by Lauren Heinen, District Attorney**

\_\_\_\_\_  
**Lauren Heinen**

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

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

**Region V Office of Public Health by  
Lacey Cavanaugh, MD**

\_\_\_\_\_  
**Lacey Cavanaugh, MD**

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

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



**Calcasieu Cameron Hospital Service  
District by Janie D. Fruge, CEO**

\_\_\_\_\_  
**Janie D. Fruge**

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

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

**Beauregard Health System by  
Traci Thibodeaux, CEO**

\_\_\_\_\_  
**Traci Thibodeaux**

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

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

**Lake Charles Memorial Health System  
d/b/a Lake Charles Memorial Hospital by  
Devon Hyde, President & CEO**

\_\_\_\_\_  
**Devon Hyde**

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

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

**Christus Ochsner Health Southwestern  
Louisiana d/b/a Christus Ochsner  
St. Patrick Hospital by Jim Davidson, President & COO**

\_\_\_\_\_  
**Jim Davidson**

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

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

**Ochsner American Legion Hospital by  
Dana Williams, CEO**

\_\_\_\_\_  
**Dana Williams**

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

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

**Southwest Louisiana S.A.N.E. Program by  
Tammy Smith, BSN, RN**

\_\_\_\_\_  
**Tammy Smith**

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

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

**Christus Ochsner Health Southwestern  
Louisiana d/b/a Christus Ochsner Lake  
Area Hospital by Jim Davidson, President & COO**

\_\_\_\_\_  
**Jim Davidson**

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

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



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

ORDINANCE AMENDING CHAPTER 17, SECTION 1 OF THE CODE OF ORDINANCES OF THE CITY OF SULPHUR – OVERHANGING TREES AND SHRUBS – MINIMUM HEIGHTS AND STREET CLEARANCE.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Chapter 17, Section 1 of the Code of Ordinances of the City of Sulphur to read as follows:

**Sec. 17-1. Overhanging trees and shrubs—Minimum heights and street clearance.**

- (a) The owners of any property in the city, improved or unimproved, occupied or unoccupied, shall keep all trees and shrubbery growing on the property owned by them and overhanging any street, cut and trimmed to a height of not less than fifteen (15) feet above the street level for a distance of not less than one (1) foot back of the curb or edge of the street, and shall keep sidewalks clear of all trees and shrubbery growing on land owned or occupied by them to a height of not less than eight (8) feet above the sidewalk.
- (b) The owners of any property in the city, improved or unimproved, occupied or unoccupied, shall keep all trees and shrubbery growing on the property owned by them cut and trimmed for a distance of not less than seven and one-half (7.5) feet radius from any fire hydrant located on land owned or occupied by owner, owner's agents or assigns.
- (c) If the owner or occupant has not complied with paragraph (a) of this section within ten days after receipt of written notice from the director of public works so to do, the city may trim the trees or shrubs to comply with the requirements of paragraph (a) of this section. The costs of the work performed, whether by the city or by contract, shall be assessed to the owner or occupant of the property, which charges shall be due and payable within ten days from completion of said work. Notwithstanding any provisions to the contrary, the minimum charge shall be \$25.00 per hour for the actual time involved in performing such work or for the amount of the contract. This fee shall be in addition to any other fees or charges required by ordinance.
- (d) Any person who fails to comply with this section shall be punished as provided in Section 1.11 of this Code.

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 \_\_\_\_\_, 2025.

\_\_\_\_\_  
JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the  
foregoing Ordinance has been  
presented to the Mayor on this  
\_\_\_\_ day of \_\_\_\_\_,  
2025, 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 \_\_\_\_\_,  
2025, the foregoing ordinance which has  
approved/vetoed by the Mayor.

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

ORDINANCE NO. \_\_\_\_\_, MC, SERIES \_\_\_\_\_

AN ORDINANCE AMENDING ORDINANCE NO. 1910, M-C SERIES TO SET  
FORTH WATER FEES CHARGED BY THE CITY.

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

**WATER:**

**FLAT RATES**

Commercial Inside	<del>44.60</del>	48.00	DHH Testing Fee	1.00
Commercial Outside	<del>89.20</del>	96.00	DHH Testing Fee	1.00
Church Inside	<del>27.90</del>	30.00	DHH Testing Fee	1.00
Church Outside	<del>55.80</del>	60.00	DHH Testing Fee	1.00
Multi Commercial Inside	<del>44.60</del>	48.00	DHH Testing Fee	1.00
Multi Family Inside	<del>27.90</del>	30.00	DHH Testing Fee	1.00
Multi Family Outside	<del>55.80</del>	60.00	DHH Testing Fee	1.00
Residential Inside	<del>27.90</del>	30.00	DHH Testing Fee	1.00
Residential Outside	<del>55.80</del>	60.00	DHH Testing Fee	1.00
Trailer Park Inside	<del>27.90</del>	30.00	DHH Testing Fee	1.00
Trailer Park Outside	<del>55.80</del>	60.00	DHH Testing Fee	1.00
Utility Assistance Inside	<del>17.90</del>	18.00	DHH Testing Fee	1.00
Utility Assistance Outside	<del>45.80</del>	50.00	DHH Testing Fee	1.00

**METERED RATES**

**Commercial Water (WM) Minimum Charge ~~\$44.60~~ \$48.00 (inside) & ~~\$89.20~~ \$96.00 (outside):**

	Inside	Outside
First 5,000 gallons used – Minimum charge (0 to 5,000)	Min Charge	Min Charge
Next 25,000 gallons used per 100 gal. (5,001 to 30,000)	<del>— .6150</del> .6611	<del>1.2300</del> 1.3223
Next 70,000 gallons used per 100 gal. (30,001 to 100,000)	<del>— .4860</del> .5225	<del>.9720</del> 1.0449
Next over 100,000 gallons used per 100 gal. (100,001 & up)	<del>— .3269</del> .3514	<del>.6538</del> .7028

**Commercial Irrigation (IM) Minimum Charge ~~\$44.60~~ \$48.00 (inside) & ~~\$89.20~~ \$96.00 (outside):**

First 5,000 gallons used – Minimum charge (0 to 5,000)	Min Charge	Min Charge
Next 25,000 gallons used per 100 gal. (5,001 to 30,000)	<del>.6150</del> .6611	<del>1.2300</del> 1.3223
Next 70,000 gallons used per 100 gal. (30,001 to 100,000)	<del>.4860</del> .5225	<del>.9720</del> 1.0449
Next over 100,000 gallons used per 100 gal. (100,001 & up)	<del>.3269</del> .3514	<del>.6538</del> .7028

**BE IT FURTHER ORDAINED** that this Ordinance shall become effective July 1, 2025.

APPROVED AND ADOPTED by  
the City Council of the City of Sulphur,  
Louisiana, on this \_\_\_\_\_ day  
of \_\_\_\_\_, 2025.

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

I HEREBY CERTIFY that the  
foregoing Ordinance has been  
presented to the Mayor on this  
\_\_\_\_\_ day of \_\_\_\_\_,  
2025, 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 \_\_\_\_\_,  
2025, the foregoing ordinance which has  
approved/vetoed by the Mayor.

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



AN ORDINANCE AMENDING ORDINANCE NO. 1911, M-C SERIES TO SET FORTH SEWER FEES CHARGED BY THE CITY.

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

SEWER:

FLAT RATES

Commercial Inside	<del>\$48.70</del>	52.50
Commercial Outside	<del>\$97.40</del>	105.00
Church Inside	<del>\$32.65</del>	33.20
Church Outside	<del>\$65.30</del>	66.40
Multi Commercial Inside	<del>\$48.70</del>	52.50
Multi Family Inside	<del>\$32.65</del>	33.20
Multi Family Outside	<del>\$65.30</del>	66.40
Residential Inside	<del>\$32.65</del>	33.20
Residential Outside	<del>\$65.30</del>	66.40
Trailer Park Inside	<del>\$32.65</del>	33.20
Trailer Park Outside	<del>\$65.30</del>	66.40
Utility Assistance Inside	<del>\$18.65</del>	17.45
Utility Assistance Outside	<del>\$55.05</del>	56.15

METERED RATES

Commercial Sewer (SM) Minimum Charge ~~\$48.70~~ \$52.50 (inside) & ~~\$97.40~~ \$105.00 (outside)

	Inside	Outside
First 5,000 gallons used – Minimum charge (0 to 5,000)	Min Charge	Min Charge
Next 25,000 gallons used per 100 gal. (5,001 to 30,000)	<del>.3535</del> .3800	<del>.7070</del> .7600
Next 70,000 gallons used per 100 gal. (30,001 to 100,000)	<del>.4305</del> .4628	<del>.8611</del> .9256
Next over 100,000 gallons used per 100 gal. (100,001 & up)	<del>.2897</del> .3114	<del>.5795</del> .6229

BE IT FURTHER ORDAINED that this Ordinance shall become effective July 1, 2025.

APPROVED AND ADOPTED by  
the City Council of the City of Sulphur,  
Louisiana, on this \_\_\_\_\_ day of  
\_\_\_\_\_, 2025.

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

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, 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 \_\_\_\_\_, 2025, the foregoing ordinance which has approved/vetoed by the Mayor.

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

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

AN ORDINANCE AMENDING ORDINANCE NO. 1912, M-C SERIES TO SET FORTH GARBAGE/TRASH COLLECTION FEES CHARGED BY THE CITY.

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

**GARBAGE-TRASH (SOLID WASTE)**

~~\$22.50~~ \$23.50 Per Unit Per Month (A unit residential or service as defined in existing Contract)

BE IT FURTHER ORDAINED that this Ordinance shall become effective July 1, 2025.

APPROVED AND ADOPTED by  
the City Council of the City of Sulphur,  
Louisiana, on this \_\_\_\_\_ day of  
\_\_\_\_\_, 2025.

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

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, 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 \_\_\_\_\_, 2025, the foregoing ordinance which has approved/vetoed by the Mayor.

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

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

ORDINANCE AMENDING ORDINANCE NO. 1913, M-C SERIES WHICH  
ESTABLISHED A PROGRAM TO ASSIST LOW-INCOME HOUSEHOLDS  
IN THE PAYMENT OF WATER, SEWER, AND GARBAGE-TRASH  
COLLECTION FEES CHARGED BY THE CITY OF SULPHUR, LOUISIANA.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Ordinance No. 1913, M-C Series to read as follows:

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

SECTION 1. DEFINITIONS:

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

SECTION 2. ELIGIBILITY

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

SECTION 3. The amount of assistance granted each qualified applicant will be determined by (1) the number of qualified applicants and (2) the amount of the funds appropriated for this program for the fiscal year, PROVIDED,



HOWEVER, THAT THE AMOUNT OF ASSISTANCE SHALL NOT EXCEED ~~\$24.00~~ \$27.75 PER QUALIFIED APPLICANT.

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

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

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

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

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

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

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

BE IT FURTHER ORDAINED that this Ordinance shall become effective July 1, 2025.

APPROVED AND ADOPTED by  
the City Council of the City of  
Sulphur, Louisiana, on this \_\_\_\_\_  
day of \_\_\_\_\_, 2025.

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

I HEREBY CERTIFY that the  
foregoing Ordinance has been  
presented to the Mayor on this  
\_\_\_\_\_ day of \_\_\_\_\_,  
2025, 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 \_\_\_\_\_,  
2025, the foregoing ordinance which has  
approved/vetoed by the Mayor.

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

AN ORDINANCE AMENDING ORDINANCE NO. 1914, M-C SERIES WHICH SET FORTH  
A CAPITAL RECOVERY FEE CHARGED BY THE CITY.

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

**CAPITAL RECOVERY FEE**

**FLAT RATES**

Commercial Inside	<del>1.45</del>	1.55
Commercial Outside	<del>2.90</del>	3.10
Church Inside	<del>1.45</del>	1.55
Church Outside	<del>2.90</del>	3.10
Multi Commercial Inside	<del>1.45</del>	1.55
Multi Family Inside	<del>1.45</del>	1.55
Multi Family Outside	<del>2.90</del>	3.10
Residential Inside	<del>1.45</del>	1.55
Residential Outside	<del>2.90</del>	3.10
Trailer Park Inside	<del>1.45</del>	1.55
Trailer Park Outside	<del>2.90</del>	3.10
Utility Assistance Inside	<del>1.45</del>	1.55
Utility Assistance Outside	<del>2.90</del>	3.10

BE IT FURTHER ORDAINED that this Ordinance shall become effective July 1, 2025.

APPROVED AND ADOPTED by  
the City Council of the City of Sulphur,  
Louisiana, on this \_\_\_\_\_ day of  
\_\_\_\_\_, 2025.

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

I HEREBY CERTIFY that the  
foregoing Ordinance has been  
presented to the Mayor on this  
\_\_\_\_ day of \_\_\_\_\_,  
2025, 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 \_\_\_\_\_,  
2025, the foregoing ordinance which has  
approved/vetoed by the Mayor.

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

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

AN ORDINANCE ADOPTING THE ANNUAL BUDGET OF REVENUES AND EXPENDITURES FOR THE FISCAL YEAR JULY 1, 2025, TO JUNE 30, 2026, FOR THE CITY OF SULPHUR, LOUISIANA.

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

- SECTION I. The attached estimate of revenues as reflected in the summary and such other fiscal exhibits and information as required by Section 1308(D), Louisiana Local Government Act, be and the same, is hereby adopted to serve as the Budget of Revenues for the City of Sulphur for fiscal year July 1, 2025, to June 30, 2026.
- SECTION II. The attached statement of anticipated expenditures as reflected in the summary and such other fiscal exhibits and information as required by Section 1308(D), Louisiana Local Government Act, be and the same is hereby adopted to serve as the Budget of Expenditures for the City of Sulphur for the fiscal year July 1, 2025, to June 30, 2026.
- SECTION III. The adoption of the Budget of Expenditures as reflected in the line-item budget filed with the Clerk of the Council containing object of expenditure classifications shall be declared to be the appropriation of the amount set therein as established in each budget classification by object of expenditure.
- SECTION IV. The adoption of the Capital Improvement Budget as submitted for a period of five years with the first year being for the budget year 2025-2026 shall be for the expenditures as appropriated therein.
- SECTION V. The amounts appropriated for all accounts shall not exceed the amounts fixed therefor in the Budget of Expenditures unless all terms and conditions of the Sulphur Home Rule Charter are complied with. In accordance with Section 5-04 (E) of the Sulphur Home Rule Charter (Transfer of Appropriations): At any time during the fiscal year the Mayor may transfer part or all of any unencumbered appropriation within programs or functions. Nothing contained in this section shall be construed to prohibit the governing authority from amending or making an appropriation to and for a contingent fund to be used in cases of emergency.

BE IT FURTHER ORDAINED that this Ordinance shall become effective July 1, 2025.

APPROVED AND ADOPTED by the City Council of the City of Sulphur, Louisiana, on this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this \_\_\_\_ day of \_\_\_\_\_, 2025, 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 \_\_\_\_\_, 2025, the foregoing ordinance which has approved/vetoed by the Mayor.

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



**CITY OF SULPHUR**

**2025-2026 CAPITAL PROJECTS BUDGET**

**ON-GOING PROJECTS - PREVIOUSLY FUNDED**

	Current Project Budget	Expended as of February 28, 2025	Balance as of February 28, 2025
<b>SUMMARY OF PROJECTS BY FUND:</b>			
<b>Public Utility Fund:</b>			
Wastewater Projects:			
Misc Collection System Improvements	-	-	-
Wastewater Plant Improvements	17,464,661.30	11,456,720.60	6,007,940.70
Misc Lift Station Improvements	2,448,433.30	1,007,487.66	1,440,945.64
Total Wastewater Projects	19,913,094.60	12,464,208.26	7,448,886.34
Water Projects:			
Water Distribution	2,087,645.73	1,551,832.01	-
Water Treatment Facility Improvement	19,111,141.79	12,598,896.23	6,512,245.56
Total Water Projects	21,198,787.52	14,150,728.24	6,512,245.56
Total Public Utility Fund	41,111,882.12	26,614,936.50	13,961,131.90
<b>Street Improvement Capital Project Fund:</b>			
I-10 North Frontage Rd	250,000.00	209,687.00	40,313.00
Concrete Rehab	6,331,276.87	358,159.34	5,973,117.53
Signalization	261,371.00	-	261,371.00
Burton St. Reconstruction	1,245,000.00	77,197.85	1,167,802.15
Drainage	823,106.88	-	823,106.88
Maplewood Drive Rehabilitation	9,259,516.76	6,761,695.17	2,497,821.59
Misc Street Improvements	8,426,187.17	3,332,956.04	5,093,231.13
(Ruth, Henning, Hazel, Post Oak, Misc Gravel, EWS Mimosa, bridges)	10,911,327.54	5,809,260.87	5,102,066.67
Total Street Improvement Capital Project Fund	37,507,786.22	16,548,956.27	20,958,829.95
<b>Public Improvement Capital Project Fund:</b>			
Police Training Center	1,248,000.00	-	1,248,000.00
Rebanding Police & Fire Dept.	66,450.00	37,235.36	29,214.64
Building Improvements	3,875,000.00	2,724,532.85	1,150,467.15
Misc. Building Improvement	8,426,012.51	2,670,019.67	5,755,992.84
Total Public Improvement Capital Project Fund	13,615,462.51	5,431,787.88	8,183,674.63
Total Capital Project by Funds	92,235,130.85	48,595,680.65	43,103,636.48

**CITY OF SULPHUR**  
**2025-2026 CAPITAL PROJECTS BUDGET**  
**AUTHORIZATION SCHEDULE OF FUNDING**

	Projected Additional Funding					Total
	2025	2026	2027	2028	2029	2025-2029
<b>SUMMARY OF PROJECTS BY FUND:</b>						
<b>Public Utility Fund:</b>						
Wastewater Projects:						
Maplewood and Maplefork Lift Station	-	100,000	100,000	100,000	-	300,000
Maplewood Sewer Rehab	-	100,000	100,000	100,000	-	300,000
Collection System Improvements	250,000	250,000	250,000	250,000	250,000	1,250,000
All Lift Station Improvements	500,000	500,000	500,000	500,000	500,000	2,500,000
WasteWater Plant Improvements	500,000	750,000	750,000	750,000	750,000	3,500,000
Total Wastewater Projects	1,250,000	1,700,000	1,700,000	1,700,000	1,500,000	7,850,000
Water Projects:						
Water Distribution	1,500,000	2,000,000	2,000,000	2,000,000	2,000,000	9,500,000
Water Meter Program	1,500,000	2,000,000	2,000,000	500,000	500,000	6,500,000
Water Treatment Facility Improvement	500,000	500,000	500,000	250,000	250,000	2,000,000
Total Water Projects	3,500,000	4,500,000	4,500,000	2,750,000	2,750,000	18,000,000
Total Public Utility Fund	4,750,000	6,200,000	6,200,000	4,450,000	4,250,000	25,850,000
<b>Street Improvement Capital Project Fund:</b>						
Asphalt Street Maintenance	1,250,000	1,000,000	1,000,000	1,000,000	1,000,000	5,250,000
Concrete Rehab	1,250,000	1,500,000	1,500,000	1,000,000	1,000,000	6,250,000
Signalization	150,000	150,000	150,000	150,000	150,000	750,000
Sidewalk Rehab	250,000	250,000	250,000	250,000	250,000	1,250,000
Burton Street Rehabilitation	-	100,000	100,000	100,000	100,000	400,000
Bridge Rehabilitation and Repair	1,000,000	1,000,000	750,000	750,000	750,000	4,250,000
Maplewood Drive	2,000,000	1,000,000	1,000,000	1,000,000		5,000,000
Drainage	-	250,000	250,000	250,000	250,000	1,000,000
Traffic Markings	150,000	100,000	100,000	100,000	100,000	550,000
Total Street Improvement Capital Project Fund	6,050,000	5,350,000	5,100,000	4,600,000	3,600,000	24,700,000
<b>Public Improvement Capital Project Fund:</b>						
Building Improvements	-	-	-	-	-	-
Total Public Improvement Capital Project Fund	-	-	-	-	-	-
Total Capital Project by Funds	10,800,000	11,550,000	11,300,000	9,050,000	7,850,000	50,550,000

**CITY OF SULPHUR**  
**CAPITAL IMPROVEMENT PLAN**  
**2025-2030 Asphalt Overlay Projects**

CIP Category	Project	Limit One	Limit Two
Ongoing	Lincoln	Full	Limits
Ongoing	O'Quain	Perry	Lewis
Ongoing	Perry	O'Quain	E. Carlton
Ongoing	Patton Street	City Limits	
Ongoing	S. Irwin	E. Napoleon	Foreman
2025-2026	N. Rose Park	Post Oak	Rosary
2025-2026	Mackey	Napoleon	Logan
2025-2026	Vine	Ward	Maplewood
2025-2026	St. Joseph	Gale	West to End
2025-2026	Hildebrandt	E. Burton	E. Lincoln
2025-2026	Bowmer	S. Hazel	Vine
2025-2026	Poplar Street	Maplewood	Dead End
2025-2026	Boice	Saunier	Augusta
2025-2026	Roberta	Woodland	Dead End
2026-2027	Carr	Beglis	S. Post Oak
2026-2027	N. Johnson	Verdine	Carlton
2026-2027	N. Shasta	Maplewood	Rhua
2026-2027	Augustine	Palermo	Tammy
2026-2027	Horseshoe	Maplewood	Maplewood
2026-2027	Loretto	Lourdes	Guadalupe
2026-2027	Elm	Willow	Alice
2026-2027	Cherry	Ruth	Sycamore
2027-2028	Burton St.	Full	Limits
2027-2028	Rio Hondo	Cherokee	Fairview
2027-2028	Quelqueshoe	Cherokee	Fairview
2027-2028	Cherokee	Madison	Rio Hondo
2028-2029	Royal Oak	Post Oak	Dead End
2028-2029	N. Lebanon	Lebanon	S. Hazel
2028-2029	S. Lebanon	Lebanon	S. Hazel
2028-2029	Lebanon	S. Lebanon	N. Lebanon
2028-2029	Beulah	Maple	Dead End
2028-2029	Peck	Beulah	Dead End
2029-2030	Brimstone	Platt	N East
2029-2030	N. Crocker	Napoleon	Kyle



**CITY OF SULPHUR**  
**CAPITAL IMPROVEMENT PLAN**  
**2025-2030 Concrete Rehabilitation Projects**

<b>CIP Category</b>	<b>Project</b>	<b>Limit One</b>	<b>Limit Two</b>
Ongoing	Maplewood Drive Rehabilitation	Beglis	Cities Service
Ongoing	Ruth	E. Elizabeth	Cypress
Ongoing	Cypress (Joint Sealing)	Maplewood	Huntington
Ongoing	Diane	Camelia	Beth
Ongoing	Leland	Ewel	Ruth
Ongoing	Phillips	Picard	McArthur
Ongoing	Taylor	Mathilda	Lightning
Ongoing	E. Elizabeth	Ruth	Wasey
2025-2026	Navarre Street	Reeds Metals	Saunier
2025-2026	Mulberry Road	Center Circle	Magnolia
2025-2026	Louise	Olene	Alabama
2025-2026	Marge	Louise	Alabama
2026-2027	Loretto	Cypress	Taylor
2026-2027	Kent	Cypress	Koonce
2027-2028	East End	E. Lee	Beauregard
2027-2028	Saunier	Navarre	Dead End
2027-2028	Olene	Louisiana	Maplewood
2027-2028	Alabama	Olene	Georgia
2028-2029	Kent (East and West)	Koonce	Ginger
2028-2029	Magnolia	Dogwood	East End
2029-2030	Summerwood	Cities Service	Center Ave
2029-2030	W. Crocker	Logan	Parish Rd.

GENERAL FUND - BUDGET FOR YEAR ENDING  
June 30, 2025

Prior Year FY 2023-2024		Current Year FY 2024-2025				Upcoming Year FY 2025-2026	
Audited	Original Budget	Last Adopted Budget	Actual Year-to-Date as of March 19, 2025	Estimated Remaining for Year	Projected Actual Result at Year End	% Change Last Amended Budget vs. Projected Actual Result at Year End	
						Proposed Budget	vs. Proposed Budget
\$	17,745,040	\$ 17,450,000	\$ 12,199,166	\$ 4,121,465	\$ 16,320,630	\$ 17,850,000	-6.47%
	3,340,235	3,415,000	3,383,323	-	3,383,323	3,415,000	-0.93%
	1,412,958	1,600,000	1,216,742	\$ 405,581	1,622,323	1,600,000	1.40%
	1,570,842	1,567,700	1,058,930	\$ 352,558	1,411,488	1,433,500	-9.96%
	2,150,254	1,899,220	1,598,337	\$ 532,779	2,131,115	2,199,344	12.21%
	102,160	122,000	77,657	\$ 25,886	103,542	122,000	-15.13%
	110,215	63,000	51,483	\$ 17,161	68,644	71,000	8.96%
	880,721	825,000	680,957	\$ 226,986	907,943	905,000	10.05%
		-	-	\$ -	-	-	0.00%
	980,489	309,500	517,015	\$ 99,432	616,447	605,000	99.18%
	4,235,432	131,900	217,577	217,577	217,577	123,200	64.96%
	32,528,346	27,383,320	20,783,609	5,999,424	26,783,033	28,324,044	-2.19%
	1,152,000	1,174,000	436,248	600,000	1,036,248	1,096,000	-11.73%
	1,152,000	1,174,000	436,248	600,000	1,036,248	1,096,000	0.00%
	-	-	-	-	-	-	-
	-	3,000,000	5,505,819	-	5,505,819	1,000,000	83.53%
	-	3,000,000	5,505,819	-	5,505,819	1,000,000	83.53%
	33,680,346	\$ 31,557,320	\$ 26,725,676	\$ 6,599,424	\$ 33,325,100	\$ 30,420,044	5.60%
\$	7,114,145	\$ 7,855,639	\$ 4,502,841	\$ 1,564,094	\$ 6,066,935	\$ 7,833,093	-22.77%
\$	7,425,979	8,938,623	6,301,470	2,109,741	8,411,211	7,948,477	-5.90%
\$	786,561	799,177	488,826	176,716	665,542	812,267	-16.72%
\$	313,018	506,931	257,690	86,202	343,892	359,678	-32.16%
\$	6,515,301	7,435,748	5,379,581	2,329,402	7,708,983	7,702,853	3.67%
\$	351,389	467,959	297,175	106,611	403,785	406,772	-13.71%
\$	4,762,795	4,966,967	3,260,731	1,065,109	4,325,840	5,706,916	-12.91%
\$	574,613	578,734	387,949	134,751	522,700	599,576	-9.68%
	288,688	288,688	15,340	23,140	38,480	288,688	-86.67%
\$	28,132,489	\$ 31,838,466	\$ 20,891,605	\$ 7,595,764	\$ 28,487,369	\$ 31,658,320	-10.53%
\$	14,191,210	\$ 15,464,095	\$ 9,210,553	\$ 3,156,622	\$ 12,367,174	\$ 16,006,990	-20.03%
	7,425,979	8,938,623	6,301,470	2,109,741	8,411,211	7,948,477	-5.90%
	6,515,301	7,435,748	5,379,581	2,329,402	7,708,983	7,702,853	3.67%
\$	28,132,489	\$ 31,838,466	\$ 20,891,605	\$ 7,595,764	\$ 28,487,369	\$ 31,658,320	-10.53%





CITY OF SULPHUR, LOUISIANA  
PUBLIC UTILITY FUND - BUDGET FOR YEAR ENDING  
June 30, 2025

Prior Year FY 2023-2024		Current Year FY 2024-2025				Upcoming Year FY 2025-2026	
		Actual		% Change Last Adopted Budget vs.		% Change Last Projected Actual	
		Year-to-Date as of		Result at Year End		Result at Year End	
		March 19, 2025		for Year		Budget	
		vs. Proposed Budget		vs. Proposed Budget			

**CITY OF SULPHUR, LOUISIANA**  
**PUBLIC UTILITY FUND - BUDGET FOR YEAR ENDING**  
**June 30, 2025**

	Prior Year FY 2023-2024	Current Year FY 2024-2025				Upcoming Year FY 2025-2026			
	Audited	Original Budget	Last Adopted Budget	Actual Year-to-Date as of March 19, 2025	Estimated Remain in g for Year	Projected Actual Result at Year End	Projected Budget	% Change Last Adopted Budget vs. Projected Actual Result at Year End	% Change Last Projected Actual Result at Year End vs. Proposed Budget
NON-OPERATING REVENUES (LOSS):									
2% Sales taxes for operating	1,547,131	150,000	150,000	90,682	59,318	150,000	150,000	0.00%	0%
1/2% Sales taxes capital projects	234,401	220,000	220,000	208,803	101,440	310,243	225,000	41.02%	-27.48%
1/2% Sales taxes for debt service	-	1,540,000	1,540,000	1,105,000	464,552	1,569,552	1,575,000	0.00%	0.00%
Interest Earned	677,146	530,000	530,000	326,499	108,833	435,332	470,000	-17.86%	7.96%
Debt Principle & Interest Expense	(1,514,750)	(1,514,751)	(1,514,751)	(1,521,000)	-	(1,521,000)	(1,519,000)	0.004125431	-0.13%
Grants	-	15,000	15,000	-	-	-	15,000	0.00%	-
Other	530,665	125,000	125,000	58,735	19,578	78,314	125,000	-37.35%	59.61%
Total non-operating revenues (expenses)	1,474,593	1,065,249	1,065,249	268,719	753,722	1,022,441	1,041,000	-4.02%	1.82%
INCOME (LOSS) BEFORE TRANSFERS:									
	(59,533)	185,595	151,832			1,232,717	474,024		
TRANSFERS AND CAPITAL CONTRIBUTIONS:									
Transfers out	-	-	-	-	-	-	-		
Transfers out	-	-	-	-	-	-	-		
Capital contributions	-	-	-	-	-	-	-		
Transfers in	-	-	-	-	-	-	-		
Transfers in	(2,000,000)	-	-	-	-	-	6,000,000		
Capital contributions	-	-	-	-	-	-	-		
Total transfers	(2,000,000)	-	-	-	-	-	6,000,000		
Change in net assets	(2,595,331)	185,595	151,832	-	-	-	6,474,024		
TOTAL NET ASSETS, BEGINNING:									
	59,611,634	57,016,303	57,016,303			57,016,303	57,016,303		
TOTAL NET ASSETS, ENDING:									
	\$ 57,016,303	\$ 57,201,898	\$ 57,168,135			\$ 57,016,303	\$ 63,490,327		

CITY OF SULPHUR, LOUISIANA  
DRUG SEIZURE FUNDS - BUDGET FOR YEAR ENDING  
June 30, 2025

Prior Year FY 2023-2024	Current Year FY 2024-2025			Upcoming Year FY 2025-2026
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Audited	Original Budget	Last Adopted Budget	Actual March 20, 2023	Estimated Remaining for Year	Projected Actual Result at Year End	% Change Last Adopted Budget vs. Projected Actual		Proposed Budget	% Change Last Projected Actual Result at Year End vs. Proposed Budget
						Result at Year End	Projected Actual		

54,179	100,000	100,000	-	-	-	-100.00%	-100.00%	100,000	-
13,775	13,000	13,000	3,171	1,057	4,228	-67.48%	-67.48%	13,000	207.48%
-	-	-	5,292	1,764	7,056	-	-	-	0.00%
67,954	113,000	113,000	8,463	2,821	11,284	-90.01%	-90.01%	113,000	901.40%
-	10,000	10,000	-	-	-	-100.00%	-100.00%	15,000	-
303	300	300	148	349	497	65.63%	65.63%	1,100	121.38%
2,633	-	-	-	-	-	-	-	-	0.00%
2,936	10,300	10,300	148	349	497	-95.18%	-95.18%	16,100	3140.22%
\$ 70,890	\$ 123,300	\$ 123,300	\$ 8,611	\$ 3,170	\$ 11,781	-90.45%	-90.45%	\$ 129,100	995.82%

SUMMARY OF EXPENDITURES

BY DEPARTMENT AND FUNCTION:

Department and Function

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SUMMARY OF EXPENDITURES - BY CHARACTERS:

Characters

Travel and training	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-
Operating cost	-	-	-	-	-	-	-	-
General equipment under \$5,000	-	-	-	-	-	-	-	-
Equipment and other acquisitions over \$5,000	127,351	285,889	156,717	54,556	211,273	-	-	40,000
Special and other Activities	-	22,500	3,000	1,000	4,000	-82.22%	-82.22%	5,000
Total Expenditures by Characters	\$ 127,351	\$ 308,389	\$ 159,717	\$ 55,556	\$ 215,273	-30.19%	\$ 45,000	-79.10%
Excess (deficiency) of revenues over (under) expenditures	\$ (56,461)	\$ (185,089)	\$ (151,106)	\$ (52,386)	\$ (203,492)		\$ 84,100	

OTHER FINANCING SOURCES (USES):

Transfer in (out)	-	-	-	-	-	-	-	-
Total other financing sources (uses)	-	-	-	-	-	-	-	-
Net change in fund balance	(56,461)	(185,089)	(151,106)	(52,386)	(203,492)		84,100	
Beginning Fund Balance	408,504	352,043	352,043		352,043		148,552	
Ending Fund Balance	\$ 352,043	\$ 166,954	\$ 166,954	\$ 148,552	\$ 148,552		\$ 232,652	



**CITY OF SULPHUR, LOUISIANA**  
**SUMMARY OF ESTIMATED SALES TAX REVENUE**  
**BUDGET YEAR ENDING**  
**June 30,2025**

	<div> <div>Last Adopted Budget</div> <div>2024-2025</div> </div>	<div> <div>Proposed Budget</div> <div>2025-2026</div> </div>
<b>SUMMARY OF SALES TAX REVENUE - BY AUTHORIZED</b>		
1% Sales and Use Tax ( a )	\$ 8,800,000	\$ 9,000,000
1% Sales and Use Tax ( b )	8,800,000	9,000,000
.5% Sales and Use Tax ( c )	4,400,000	4,500,000
Total Sales Tax Revenue by Authorized	\$ 21,500,000	\$ 22,500,000
<b>SUMMARY OF SALES TAX REVENUE - BY DEDICATED PURPOSE</b>		
<b>1% Sales and Use Tax ( a ):</b>		
General Fund:		
Operating	\$ 616,000	\$ 630,000
Salaries	150,000	150,000
Reserve & Match	7,439,000	7,625,000
Streets & Parks	150,000	150,000
Fire Department	45,000	45,000
Debt service	250,000	250,000
Public Utility Fund:		
Operating	150,000	150,000
<b>1% Sales and Use Tax ( b ):</b>		
General Fund:		
Capital and operating	8,800,000	9,000,000
<b>.5% Sales and Use Tax ( c ):</b>		
Street Improvement Capital Project Fund:		
Improvement Projects	2,640,000	2,700,000
Public Utility Fund:		
Improvement projects	220,000	225,000
Debt Service	1,540,000	1,575,000
Total Sales Tax Revenue by Dedicated Purpose	\$ 21,500,000	\$ 22,500,000
<b>SUMMARY OF SALES TAX REVENUE - BY FUND</b>		
General Fund	\$ 17,450,000	\$ 17,850,000
Public Utility Fund	1,910,000	1,950,000
Street Improvement Capital Project Fund	2,640,000	2,700,000
Total Sales Tax Revenue by Fund	\$ 21,500,000	\$ 22,500,000

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

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

( c ) The tax was originally authorized in 1991, has been re-authorized for an additional 10 years from April 1, 2021.

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

ORDINANCE PROVIDING FOR THE ANNUAL SALARY FOR THE MAYOR  
OF THE CITY OF SULPHUR DURING THE NEXT TERM OF OFFICE.

WHEREAS the salary of the Mayor of Sulphur was last adjusted on April 12, 2021;  
and

WHEREAS the Home Rule Charter of the City of Sulphur provides the following:

*The council may, by ordinance, change the salary of the mayor provided that no ordinance changing such salary shall be passed during the last year of the term of the mayor and further provided that the salary change shall not become effective during the term of the mayor in office at the time the salary is changed.*

WHEREAS the City Council deems it proper to make an adjustment to the salary of the Mayor at a rate commensurate with the raises provided to all general employees of the City over the preceding term;

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

The annual salary for the Mayor of the City of Sulphur shall be set at \$118,000 per year for the term beginning in 2026.

All other employee benefits and expense reimbursements previously provided for by any ordinance shall remain unchanged.

This ordinance shall be effective immediately upon approval or readoption, but the salary provided for herein shall be implemented only on the first day of the new term for the Mayor of Sulphur in 2026.

APPROVED AND ADOPTED by  
the City Council of the City of  
Sulphur, Louisiana, on this \_\_\_\_\_  
day of \_\_\_\_\_, 2025.

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

I HEREBY CERTIFY that the  
foregoing Ordinance has been  
presented to the Mayor on this  
\_\_\_\_ day of \_\_\_\_\_,  
2025, 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 \_\_\_\_\_,  
2025, the foregoing ordinance which has  
approved/vetoed by the Mayor.

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

Mayor Salary History

	Salary		Notes	Acutal Increase	Actual Salary
5/15/2018	\$	90,000.14	Date of Hire	\$ -	\$ 90,000.14
7/1/2018	\$	92,250.14	2.5% Across the Board Increase		
5/15/2019	\$	94,095.15	2% Annual Longevity Increase		
7/8/2019	\$	95,506.57	1.5% Across the Board Increase		
5/15/2020	\$	97,416.71	2% Annual Longevity Increase		
7/1/2020	\$	97,903.79	0.5% Across the Board Increase		
5/15/2021	\$	99,861.86	2% Annual Longevity Increase	\$ 8,999.86	\$ 99,000.00
7/13/2021	\$	101,359.79	1.5% Across the Board Increase		
5/15/2022	\$	103,386.99	2% Annual Longevity Increase		
7/1/2022	\$	104,937.79	1.5% Across the Board Increase		
5/15/2023	\$	107,036.55	2% Annual Longevity Increase		
7/1/2023	\$	109,177.28	2% Across the Board Increase		
5/15/2024	\$	111,360.83	2% Annual Longevity Increase		
7/1/2024	\$	112,474.43	1% Across the Board Increase		
5/15/2025	\$	114,723.92	2% Annual Longevity Increase		
7/1/2025	\$	116,444.78	1.5% Across the Board Increase		
5/15/2026	\$	118,773.68	2% Annual Longevity Increase	\$ 19,000.00	\$ 118,000.00



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

ORDINANCE AUTHORIZING MAYOR MIKE DANAHAY TO SIGN ANY  
AND ALL DOCUMENTATION NECESSARY FOR REDEMPTION OF  
PROPERTY LOCATED ON CITIES SERVICE HWY. – ASSESSMENT NO.  
1175440, PURSUANT TO LA R.S. 47:2245 ET SEQ.

WHEREAS, the immovable property identified in the attached tax sale is subject to  
redemption under La. R.S. 47:2245 et seq.

BE IT FURTHER ORDAINED by the City Council of the City of Sulphur, Louisiana,  
that they do hereby authorize Mayor Mike Danahay to sign any and all documentation necessary  
for the redemption of the property identified in the attached tax sale located on Cities Service  
Hwy. - Assessment No. 1175440 pursuant to La. R.S. 47:2245 et seq.

APPROVED AND ADOPTED by  
the City Council of the City of Sulphur,  
Louisiana, on this \_\_\_\_\_ day of  
\_\_\_\_\_ 2025.

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

I HEREBY CERTIFY that the  
foregoing Ordinance has been  
presented to the Mayor on this  
\_\_\_\_\_ day of \_\_\_\_\_,  
2025, 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 \_\_\_\_\_,  
2025, the foregoing ordinance which has  
approved/vetoed by the Mayor.

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

# CONVEYANCE

CLERK OF COURT

STATE OF LOUISIANA

PARISH OF CALCASIEU

TAX DEED  
93 JUN 11 AM 9 30  
CALCASIEU PARISH, LA

669

2171951

WHEREAS, I, JACK T. YOUNG, the Ex-Officio Tax Collector of the City of Sulphur, Louisiana, Parish of Calcasieu, State of Louisiana, by virtue of the power vested in me, by law, and in accordance with the laws of the State of Louisiana relative to the levying, assessment and collection of taxes, to provide annual revenues for the City of Sulphur, Louisiana; the Tax Rolls of the City of Sulphur, Louisiana, for the year 1992, having been deposited in my office for the collection of said year 1992, mailed a registered notice to:

LEWIS, JERRY S  
P. O. BOX 15  
SHREVEPORT, LA. 71161-0015  
4S 01175521

hereinafter referred to as "tax debtor" as required by law, and after the expiration of twenty (20) days, counting from the day when the last notice was mailed, I did advertise and make the necessary publications and advertisements, to-wit: in the official journal of the City of Sulphur, Louisiana, i.e., "The Southwest Daily News", being a newspaper published in the English language in the City of Sulphur, Louisiana, and having a general circulation, said advertisement appearing in the issues of said paper on the 25th day of April, 1993, / 9th day of May, 1993, / & 23rd day of May, 1993, the sale to commence on the 27th day of May, 1993, and continue on each succeeding day until said sales were completed, within the legal sale hours; and thus having complied with all the formalities required by law, and after reading aloud the public advertisement, containing a description of the property, I did expose at public auction for cash, without appraisal, on the 27th day of May 1993, at 11:00 o'clock a.m. of said day, at principal front door of the City Hall in Sulphur, Louisiana, the following immovable property situated in the City of Sulphur, Parish of Calcasieu, State of Louisiana, to-wit:

2.25/315 INT IN-SW NE 6.10.9 SUBJ TO 25 FT RD R/W ON N/SIDE (40 ACS)  
LESS 7.62 ACS SOLD, LESS 1.52 ACS LEASED TO MCDONALD'S CORP 0.221 ACS  
REF-1 ASSESSED NATALIE S LEWIS ET AL-88

At the time and place above designated, no particular portion of said property having been pointed out by the tax debtor, and having offered the least portion and having received no bid for a portion thereof sufficient to pay the taxes, interest and costs due thereon, to-wit:

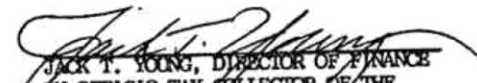
Taxes	\$ .17
Interest	\$ -0-
Postage	\$ 2.29
Ad & Adm	\$ 40.00

I did proceed to offer the whole or any portion of said property for the taxes, interest and costs due the City of Sulphur, Louisiana, by tax debtor, as owner thereof, according to the assessment rolls for the year 1992. There were no bids. The said property was therein adjudicated to the City of Sulphur in full satisfaction of the following taxes, interest and costs due to the City of Sulphur, Louisiana, to-wit:

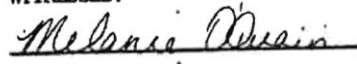
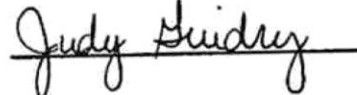
Taxes	\$ .17
Interest	\$ -0-
Postage	\$ 2.29
Ad & Adm	\$ 40.00
	<hr/>
	\$ 42.46

THEREFORE, in consideration of the premises and by virtue of the acts in such cases, made and provided, I, JACK T. YOUNG, Ex-Officio Tax Collector of the City of Sulphur, Louisiana, for and in the name of the City of Sulphur, Louisiana, do grant, bargain, sell, assign and set over to the said City of Sulphur, with the right of being placed in possession thereof, by order of court of competent jurisdiction, all of said property, to hold same to the said City of Sulphur, its legal heirs, successors, and assigns, forever, with the understanding and express stipulation that the owner of the property described herein shall have the right to redeem the same at any time for the space of three years, beginning on the day when this deed is filed for record in the Conveyance Office of the Parish of Calcasieu, State of Louisiana, and if not redeemed, such record in the Conveyance Records of this Parish shall operate as a cancellation of all Conventional and Judicial Mortgages affecting the property.

IN WITNESS WHEREOF, I have hereunto set my hand, officially, at Sulphur, Parish of Calcasieu, State of Louisiana, this 27nd day of May, 1993, in the presence of the undersigned competent witnesses.

  
 JACK T. YOUNG, DIRECTOR OF FINANCE  
 EX-OFFICIO TAX COLLECTOR OF THE  
 CITY OF SULPHUR, LOUISIANA

WITNESSES:

SWORN TO AND SUBSCRIBED BEFORE ME, Notary Public, this 27th  
 day of May, 1993, in Sulphur, Louisiana.

  
 NOTARY PUBLIC



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

ORDINANCE APPROVING PROPOSED SETTLEMENT AND  
AUTHORIZING MAYOR DANAHAY TO SETTLE OR MAKE AN OFFER  
OF JUDGEMENT PURSUANT TO LA. CCP 970, IF NOT SETTLED, ON  
THE FOLLOWING SUIT:

Richard Clay Heinbach, et al  
Vs. 2013-844  
City of Sulphur, John Doe, Sulphur City Police  
Department, XYZ Insurance Company

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the  
governing authority thereof, that they do hereby approve proposed settlement and  
authorize Mayor Danahay to settle or make an offer of judgement pursuant to La. CCP  
970, if not settled, on the above suit.

APPROVED AND ADOPTED by  
the City Council of the City of  
Sulphur, Louisiana, on this \_\_\_\_\_  
day of \_\_\_\_\_, 2025..

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

I HEREBY CERTIFY that the  
foregoing Ordinance has been  
presented to the Mayor on this  
\_\_\_\_\_ day of \_\_\_\_\_,  
2025, 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 \_\_\_\_\_,  
2025, the foregoing ordinance which has  
approved/vetoed by the Mayor.

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

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

ORDINANCE RATIFYING COOPERATIVE ENDEAVOR  
AGREEMENT WITH STATE OF LOUISIANA, DIVISION OF  
ADMINISTRATION FOR THE WATER SECTOR PROGRAM AND  
AUTHORIZING MAYOR DANAHAHAY TO SIGN/DATE  
RETROACTIVELY.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby ratify Cooperative Endeavor Agreement with State of Louisiana, Division of Administration for the Water Sector Program and authorize Mayor Danahay to sign/date retroactively.

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 \_\_\_\_\_, 2025.

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

I HEREBY CERTIFY that the  
foregoing Ordinance has been  
presented to the Mayor on this  
\_\_\_\_\_ day of \_\_\_\_\_,  
2025, 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 \_\_\_\_\_,  
2025, the foregoing ordinance which has  
approved/vetoed by the Mayor.

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

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

**Cooperative Endeavor Agreement**

This Cooperative Endeavor Agreement, is made and entered into on the dates indicated below by and among:

**State of Louisiana, Division of Administration (DOA)**, acting by and through Commissioner Jay Dardenne; and

**City of Sulphur**, acting by and through Mike Danahay, its Mayor, (hereinafter referred to as Mayor)

Who Declare the Following:

**WHEREAS**, La. Const. Art VII, §14(C) provides that, "[f]or 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 United States Congress has enacted Public Law No. 117-2, known as the American Rescue Plan Act of 2021 (ARPA), which, among other things, establishes the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which provides funding for states and localities to address the economic and health consequences of the COVID-19 pandemic;

**WHEREAS**, while some funds were disbursed directly to local governments, ARPA also established that the United States Treasury will direct funds to the States, who are tasked with allocating and making funds available for, among other purposes, sewer and water infrastructure projects;

**WHEREAS**, the United States Treasury has promulgated a final rule detailing the requirements and standards for using Coronavirus State and Local Fiscal Recovery Funds at 31 CFR Part 35.

**WHEREAS**, by Act 410 of the 2021 Regular Legislative Session, the Louisiana Legislature allocated a portion of Louisiana's ARPA funds for the purpose of providing grants for repairs, improvements, and consolidation of community water and sewer systems, and repairs and improvements necessitated by storm water. Act 410 set forth that DOA would provide administrative support to the Water Sector Commission in making funding determinations;

**WHEREAS**, in accordance with Act 410 of the 2021 Regular Legislative Session, the Water Sector Commission has recommended project funding for the City of Sulphur in accordance with its application to the Water Sector Program;

**WHEREAS**, the City of Sulphur and DOA wish to enter into this Cooperative Endeavor Agreement in an effort to establish a contractual relationship for the purpose of funding the City of Sulphur's Water Sector Program project, so that the State may disburse funds in accordance with federal and state guidelines, as well as Act 410 of the Regular Legislative Session;

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, DOA and the City of Sulphur hereby agree as follows:

**OBLIGATIONS OF THE STATE**

The Louisiana Division of Administration, through the Office of Community Development (DOA-OCD), shall transfer to the City of Sulphur the price and sum of \$4,999,999.00 Dollars for the purpose of funding the water, sewer, and/or storm water infrastructure project selected by the Water Sector Commission and approved by the Joint Legislative Committee on Budget.

Funds will be disbursed by DOA-OCD in accordance with monthly pay applications, which must be submitted by the City of Sulphur. Funds will only be disbursed by DOA-OCD upon the City of Sulphur's satisfactory completion of all documentation requirements, which are set forth below.

**OBLIGATIONS OF THE CITY OF SULPHUR**

The City of Sulphur will conduct the following activities:

1. Construct or cause to be constructed the water, sewer, and/or storm water infrastructure improvements approved by the Joint Legislative Committee on Budget, as reflected in the application documents.
2. Work cooperatively with DOA-OCD to prepare any necessary reports and publish information mandated by state or federal law; and
3. Produce any documentation or forms requested by DOA-OCD within the time period(s) prescribed by DOA-OCD in writing. The required documentation/forms may include, but are not limited to, the following:
  - a. Supplemental information page
  - b. Approved Financial Management Questionnaire
  - c. Approved Authorized Signature Card
  - d. Performance schedule, including benchmarks and expenditures
  - e. Final plans and specifications submitted to the Louisiana Department of Health for review
  - f. Completed rate study in conjunction with the firm assigned by DOA;
  - g. Summary of actions taken, if required by the rate study referenced in paragraph F above;
  - h. An acquisition timeline for any acquisition of real property. All acquisitions must comply with the Uniform Relocation Assistance and Real Property Acquisition Act (URA);
  - i. UEI number actively registered in sam.gov;



- j. Contractor clearance for all procurements;
  - k. Documentation verifying that matching funds are available to spend.
  - l. If the approved project involves consolidation with another water system or systems, the executed agreement between the systems that memorializes consolidation.
4. To the extent practicable, in an effort to increase efficiency, the City of Sulphur will attempt to:
- a. Utilize standard engineering practices with readily available materials and equipment; and
  - b. Efficiently procure supplies, services, and materials related to the project through the use of existing public contracts or cooperative purchasing strategies.

#### **EFFECTIVE DATE, MODIFICATIONS AND TERM**

Cooperation under this Agreement will take effect from the date last signed and will continue in effect until the agreement is amended by mutual agreement, terminated by either party, or extinguishes by operation of law after the completion of the water, sewer, and/or storm water infrastructure project.

Modifications to the scope of this CEA shall be made by mutual consent of all the parties, by issuance of a written modification, signed and dated by all parties, prior to any changes being implemented.

#### **SEVERABILITY**

This agreement sets forth the full terms of the agreement between the parties. In addition, the parties intend and believe that each provision in this CEA comports with all applicable local, state and federal laws and judicial decisions. If any section of this agreement is found to be invalid for any reason, such section shall be severed from the agreement and the remainder of the terms and conditions of this agreement shall be binding on DOA and the City of Sulphur.

#### **PERSONNEL**

For the purposes of notifications required under the provisions of this Agreement or by the effect of law, the parties shall use the following addresses, respectively, until notified in writing of changes as follows:

Traci Watts  
Office of Community Development  
P. O. Box 94095  
Baton Rouge, LA 70804

Mike Danahay  
City of Sulphur  
P. O. Box 1309  
Sulphur, LA 70664

#### **TAXES**

The City of Sulphur hereby agrees that the responsibility for payment of any taxes from the funds thus received under this agreement shall be the City of Sulphur's obligation and identified under Federal tax identification number 72-6001361.

### **TERMINATION FOR CAUSE**

Either party may terminate this agreement for cause based upon the failure of the other party to comply with the terms and/or conditions of the agreement; provided that the party claiming such failure to comply shall give the non-complying party written notice specifying such failure. If within thirty (30) days after receipt of such notice, the non-complying party shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the party claiming noncompliance may, at its option, place the non-complying party in default and the agreement shall terminate on the date specified in such notice.

If, for any reason, the City of Sulphur fails to fulfill its obligation to provide documentation within the time periods prescribed by DOA-OCD, DOA shall thereupon have the right to terminate this Agreement by giving written notice to the City of Sulphur of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of said termination.

If DOA terminates this Agreement for cause as set forth herein, the City of Sulphur shall ipso facto be liable for the return of all funds transferred by DOA-OCD.

### **TERMINATION FOR CONVENIENCE**

The State may terminate the agreement at any time by giving ninety (90) days written notice to the City of Sulphur.

### **REMEDIES**

Any claim or controversy arising out of this agreement shall be resolved by the provisions of La. R.S. 39:1672-1674.

### **ACCESS TO RECORDS**

The City of Sulphur shall furnish and cause each of its own subcontractors to furnish all information and reports required hereunder and will permit reasonable access to its books, records and accounts by the Division of Administration-Office of Community Development, or its agent, or other authorized officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

### **ASSIGNMENT**

The City of Sulphur 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 State, provided however, that claims for money due or to become due to the City of Sulphur from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

### **AUDITING CLAUSE**

It is hereby agreed that the, U.S. Government Accountability Office, the United States Treasury, Legislative Auditor of the State of Louisiana, and/or the Office of Community Development, Division of Administration auditors or auditors contracted by them shall have the option of auditing all records and accounts of the City of Sulphur that relate to this agreement at any time



during normal business hours, as often as deemed reasonably necessary, to audit, examine, and make excerpts or transcripts of all relevant data. The City of Sulphur shall comply with all relevant provisions of state law pertaining to audit requirements, including La. R.S. 24:513 et seq. Any deficiencies noted in audit reports must be fully cleared by the City of Sulphur within 30 days after receipt by the City of Sulphur. Failure of the City of Sulphur to comply with the above audit requirements in material respects will constitute a violation of this contract and may result in the termination of this agreement. The City of Sulphur hereby agrees to have an annual agency audit conducted in accordance with current City of Sulphur policy concerning City of Sulphur audits and 2 CFR Part 200, Subpart F Audits.

#### **AMENDMENTS IN WRITING**

Any alteration, variation, modification, or waiver of provisions of this agreement shall be valid only when it has been reduced to writing, executed by all parties.

#### **SECTION HEADING AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

#### **FISCAL FUNDING CLAUSE**

The continuation of this agreement is contingent upon the appropriation and availability of funds to fulfill the requirements of the agreement. If insufficient monies are appropriated to provide for the continuation of the agreement, or if such funding is reduced by government action and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. The City of Sulphur acknowledges that the funding for this Agreement is subject to congressional, legislative or executive changes such as mid-year budget reductions, which could result in a mid-year reduction of funds available pursuant to this agreement.

#### **COMPLIANCE WITH FEDERAL AND STATE LAW**

The City of Sulphur Grantee agrees to comply with 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards," as well as the Coronavirus State and Local Fiscal Recovery Funds Final Rule promulgated by the United States Treasury at 31 CFR Part 35.

The City of Sulphur agrees to comply with all civil rights laws in the performance of its obligations under this Agreement. In accordance with the foregoing, the City of Sulphur has reviewed and executed the Assurances of Compliance with Civil Rights Requirements, attached hereto as Exhibit A. Any act of unlawful discrimination committed by the City of Sulphur or its contractors, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement or other enforcement action.

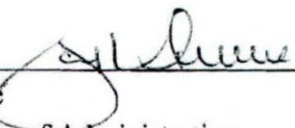
The City of Sulphur agrees to comply with all labor laws in the performance of its obligations under this Agreement. Specifically, the City of Sulphur will comply with the U.S. Treasury Guidance and Compliance Document, Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Failure to

comply with said labor laws by the City of Sulphur or its contractors shall be grounds for termination of this Agreement or other enforcement action.

No member, officer, or employee of the City of Sulphur, or agents, consultant, member of the governing body of the City of Sulphur or the locality in which the Project is situated, or other public official who exercises or has exercised any functions or responsibilities with respect to this Agreement during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project, or in any activity or benefit, which is part of this Agreement.

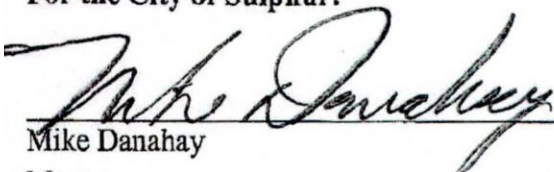
**THUS DONE AND SIGNED** by the Division of Administration in Baton Rouge, Louisiana, on the day, month and year affixed below.

**For the Division of Administration:**

  
Jay Dardenne  
Commissioner of Administration

Date: June 1, 2022

**For the City of Sulphur:**

  
Mike Danahay  
Mayor

Date: 5-27-22



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, 2026.

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, 2026.

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 \_\_\_\_\_, 2025.

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

I HEREBY CERTIFY that the  
foregoing Ordinance has been  
presented to the Mayor on this  
\_\_\_\_ day of \_\_\_\_\_,  
2025, 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 \_\_\_\_\_,  
2025, the foregoing ordinance which has  
approved/vetoed by the Mayor.

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

**MAINTENANCE AGREEMENT  
INCLUDING MOWING AND LITTER PICKUP  
CONTRACT NO. 4400002003**

**FOR THE FISCAL YEAR ENDING JUNE 30, 2026**

**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, \_\_\_\_\_, 2025, 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, 2025**, and shall end on **June 30, 2026**, 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 Sulphur, Louisiana, this \_\_\_\_ day of \_\_\_\_\_, 2025.

**WITNESSES**

**Municipality**

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

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

Tax ID. # 72-6001361

THUS DONE AND SIGNED at Baton Rouge, Louisiana, this \_\_\_\_ day of \_\_\_\_\_, 2025.

**WITNESSES:**

**DOTD**

\_\_\_\_\_

\_\_\_\_\_ BY: \_\_\_\_\_  
JOE DONAHUE  
SECRETARY

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 AMENDING CHAPTER 24, SECTION 56 OF THE CODE OF  
ORDINANCES OF THE CITY OF SULPHUR – GRADING PERMIT FEES.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby amend Chapter 24, Section 56 of the Code of Ordinances of the City of Sulphur to read as follows:

**Sec. 24-56. Grading permit fees.**

- (a) The fee for the grading permit is intended to assist the City of Sulphur in recovering some of the expenses associated with the permitting process. These costs consist primarily of administration, inspection, and enforcement activities and shall be approved and set by the city council.
- (b) The fee schedule for grading permits is as follows:

Grading/Excavation/Earthworks Projects

Areas  $\leq$  one (1) acre ~~\$50.00~~ **\$60.00**

Areas  $\leq$  one (1) acre (per each additional acre) \$25.00

- (c) When sites without a required grading permit are found to be conducting activities requiring such permit, a stop work notice will be posted on the site until the proper permit is obtained. The fee schedules for grading permits in this situation are as follows:

Grading/Excavating/Earthwork Projects

Areas  $\leq$  one (1) acre \$100.00

Areas  $>$  one (1) acre \$200.00

\*\*\* Grading permit fee will not be charged if part of a construction plan review for zoning.

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

APPROVED AND ADOPTED by  
the City Council of the City of  
Sulphur, Louisiana, on this \_\_\_\_\_  
day of \_\_\_\_\_, 2025.

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

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, 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 \_\_\_\_\_, 2025, the foregoing ordinance which has approved/vetoed by the Mayor.

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

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

ORDINANCE AUTHORIZING MAYOR DANA HAY TO ENTER INTO A  
COOPERATIVE ENDEAVOR AGREEMENT WITH DOWNTOWN BUSINESS  
ASSOCIATION FOR BEAUTIFICATION ON NORTH HUNTINGTON STREET.

BE IT ORDAINED by the City Council of the City of Sulphur, the governing authority thereof, that they do hereby authorize Mayor Danahay to enter into a Cooperative Endeavor Agreement with Downtown Business Association for beautification on North Huntington Street.

APPROVED AND ADOPTED by  
City Council of the City of  
Sulphur, Louisiana, on this \_\_\_\_\_  
day of \_\_\_\_\_, 2025.

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

I HEREBY CERTIFY that the  
foregoing Ordinance has been  
presented to the Mayor on this  
\_\_\_\_ day of \_\_\_\_\_,  
2025, 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 \_\_\_\_\_,  
2025, the foregoing ordinance which has  
approved/vetoed by the Mayor.

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



STATE OF LOUISIANA

PARISH OF CALCASIEU

Agreement Between:

Downtown Sulphur Business Association

&

The City of Sulphur

Be it known that on the dates subscribed personally came and appeared:

Downtown Sulphur Business Association, by its President, AARON QUINN, hereinafter referred to as “DSBA”; and

The City of Sulphur, by its Mayor, MICHAEL DANAHAAY, hereinafter referred to as “THE CITY”; each of whom after being duly sworn did depose and declare:

That they enter into this Agreement for the maintenance and beautification of Downtown Cultural District Beautification Zone at the corner of South Huntington and Napoleon Streets, (hereinafter referred to as “THE BEAUTIFICATION ZONE”), as follows:

DSBA & THE CITY agree as follows:

1. DSBA and THE CITY acknowledge that the enhancement of THE BEAUTIFICATION ZONE will be mutually beneficial.
2. THE CITY shall be responsible for the cost of maintaining and should the need arise, replacement of the landscaping, banners, flower beds, and ornamental street signage and any other structures installed as per the preapproved set of plans permitted with THE CITY in THE BEAUTIFICATION ZONE (PER ATTACHED MAP).
3. This agreement shall continue in perpetuity unless the City of Sulphur provides written notice of termination to DSBA.
4. DSBA and THE CITY agree that should at any time, THE BEAUTIFICATION ZONE, is deemed unnecessary, ineffective, cost-prohibitive, or a concern to safety, THE CITY maintains the right to remove all or any portion of THE BEAUTIFICATION ZONE, upon a 30-day notice to DSBA.

THUS DONE AND SIGNED on the \_\_\_\_ day of \_\_\_\_\_, 2025, 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

\_\_\_\_\_  
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 \_\_\_\_\_, 2025, in Sulphur, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

**DOWNTOWN SULPHUR BUSINESS ASSOCIATION**

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

\_\_\_\_\_  
AARON QUINN, PRESIDENT

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

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

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

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

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



RESOLUTION GRANTING A VARIANCE TO JIMMY WELLS AND SHEREE TUCKER, 4790 MAPLEWOOD DRIVE, TO ALLOW THEM TO KEEP THE RECENTLY EXTENDED 1/2 BRICK WALL AND FENCE IN CITY RIGHT OF WAY.

WHEREAS, in accordance with Chapter 17-21 (a) of the Code of Ordinances of the City of Sulphur, Louisiana, the following shall apply:

17-21 (a)

*No permanent structure or improvement shall be constructed within five (5) feet of a utility easement (in favor of the city) or within ten (10) feet of a city-owned utility or within any recorded construction easement (in favor of the city), whichever is more restrictive. Structures shall include, but not be limited to, fences, decks, landscaping, accessory buildings, permanently installed recreational or entertainment facilities and other such features which may obstruct access to and maintenance of the utility. City shall have the right to remove any structure or improvement which encroaches within these limits. Cost of restoration or replacement of that structure shall be borne by the property owner. City shall not be liable for damages associated with removing or relocating said structure.*

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby grant a variance to Jimmy Wells and Sheree Tucker, 4790 Maplewood Drive, to allow them to keep the recently extended 1/2 brick wall and fence in city right of way for the following described property:

LOT K BLK 11 MAPLEWOOD PARTITION

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 Jimmy Wells and Sheree Tucker, 4790 Maplewood Drive, to allow them to keep the recently extended 1/2 brick wall and fence in city right of way

APPROVED AND ADOPTED by the  
City Council of the City of Sulphur,  
Louisiana, on this \_\_\_\_\_ day  
of \_\_\_\_\_, 2025.

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

ATTEST:

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







02/24/2025 15:46











# NOTICE

## STOP WORK ORDER (Section 5 of the Code of Ordinances)

IT SHALL BE UNLAWFUL FOR ANY PERSON TO REMOVE THIS NOTICE WITHOUT WRITTEN PERMISSION OF THE UNDERSIGNED INSPECTOR. THE WORK ON THIS BUILDING, STRUCTURE, OR PROJECT IS BEING DONE IN VIOLATION OF THE

CODE AND ORDINANCES OF THE CITY OF SULPHUR.

THIS CODE AND THE ORDINANCES PROHIBIT SUCH WORK BEING PERFORMED AND PROVIDE FOR A FINE AND/OR IMPRISONMENT IF WORK IS NOT STOPPED IMMEDIATELY. FOR INFORMATION AND CONDITIONS UPON WHICH THIS WORK MAY BE RESUMED, CALL THE INSPECTOR WHOSE NAME APPEARS BELOW AT 337-8095.

BY ORDER OF

INSPECTOR

02/24/2025 15:46



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

Resolution accepting the Municipal Water Pollution Prevention Environmental Audit Report.

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

1. Resolved the Municipal Water Pollution Prevention Environmental Audit Report which is attached to this resolution.
2. Set forth the following actions necessary to maintain permit requirements contained in the Louisiana Pollution Discharge Elimination System (LPDES) permit, number LA 0067083.

APPROVED AND ADOPTED by  
the City Council of the City of Sulphur,  
Louisiana, on this \_\_\_\_ day of  
\_\_\_\_\_, 2025.

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

ATTEST:

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

# LOUISIANA

## MUNICIPAL WATER POLLUTION PREVENTION

### MWPP



Facility Name:

Sulphur Regional WW Plant

LPDES Permit Number:

LA 0067083

Agency Interest (AI) Number:

19201

Address:

PO Box 1309

Sulphur LA 70664

3400 Bayou D'Inde Rd  
Westlake LA 70669

Parish:

Calcasieu

(Person Completing Form) Name:

Shane Fuselier

Title:

Supervisor

Date Completed:

April 08, 2025

Permit #: **LA0067083**

## PART 1: INFLUENT FLOW/LOADINGS (all plants)

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

<b>Column 1</b> Average Monthly Flow (million gallons Per day, MGD)	<b>Column 2</b> Average Monthly BOD5 Concentration (mg/l)	<b>Column 3</b> Average Monthly BOD5 Loading (pounds per day, lb/day)
4/24--- 5.66	x 138	x 8.34 = 6514
5/24---7.75	x 86.1	x 8.34 = 5386
6/24---6.60	x 85.5	x 8.34 = 4706
7/24---7.40	x 89.0	x 8.34 = 5493
8/24---4.85	x 107	x 8.34 = 4328
9/24---5.36	x 94.9	x 8.34 = 4242
10/24---5.12	x 94.9	x 8.34 = 4052
11/24---5.18	x 88.6	x 8.34 = 3828
12/24---5.52	x 105	x 8.34 = 4834
01/25---6.93	x 112	x 8.34 = 6473
02/25---8.03	x 126	x 8.34 = 8438
03/25---7.19	x 138	x 8.34 = 8275

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

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

Design Flow, MGD:

**9.0** x 0.90 = **8.10**

Design BOD, lbs/day:

**11,259** x 0.90 = **10,133**



Permit #:

LA0067083

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

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

0

Write 0 or 5 in the C point total box

C Point Total

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

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

0

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

D Point Total

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

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

0

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

E Point Total

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

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

0

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

F Point Total

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

**TOTAL POINT VALUE FOR PART 1:**

(max =80)

0

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

Permit #: **LA0067083**

## PART 2: EFFLUENT QUALITY/PLANT PERFORMANCE

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

Month	Column 1 Average Monthly BOD (mg/l)	Column 2 Average Monthly TSS (mg/l)
4-24	27.6	86.7
5-24	17.0	42.2
6-24	9.92	20.6
7-24	9.75	17.2
8-24	5.96	10.8
9-24	4.68	4.68
10-24	3.90	4.68
11-24	4.61	5.24
12-24	4.33	4.57
1-25	6.47	5.26
2-25	5.75	26.2
3-25	8.94	49.8

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

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

TSS, mg/l: **30.0** x 0.90 = **27.0**

Permit #:

LA0067083

**C. Continuous Discharge to the Surface Water.**

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

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

0

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

i Point Total

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

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

0

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

ii Point Total

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

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

20

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

iii Point Total

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

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

10

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

iv Point Total

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

**TOTAL POINT VALUE FOR PART 2:**

(max =100)

30

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



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**D. Other Monitoring and Limitations**

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

Check one box.    Yes-xx    No

If Yes, Please describe:

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

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

Check one box.    Yes    No-xx

If Yes, Please describe:

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

Check one box.    Yes    No-xx

If Yes, Please describe:

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### PART 3: AGE OF THE WASTEWATER TREATMENT FACILITY

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

$$\begin{array}{rcccl} & & \underline{2008} & & \\ \text{Current Year} & - & \text{Answer to A} & = & \text{Age in years} \\ \underline{2025} & & \underline{2008} & & \underline{17} \end{array}$$

Enter Age in Part C below:

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

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

FACTOR:

2.5

Specify Type: SBR

☐ Aerated Lagoon

2.0

☐ Stabilization Pond

1.5

☐ Other

Specify Type: \_\_\_\_\_

1.0

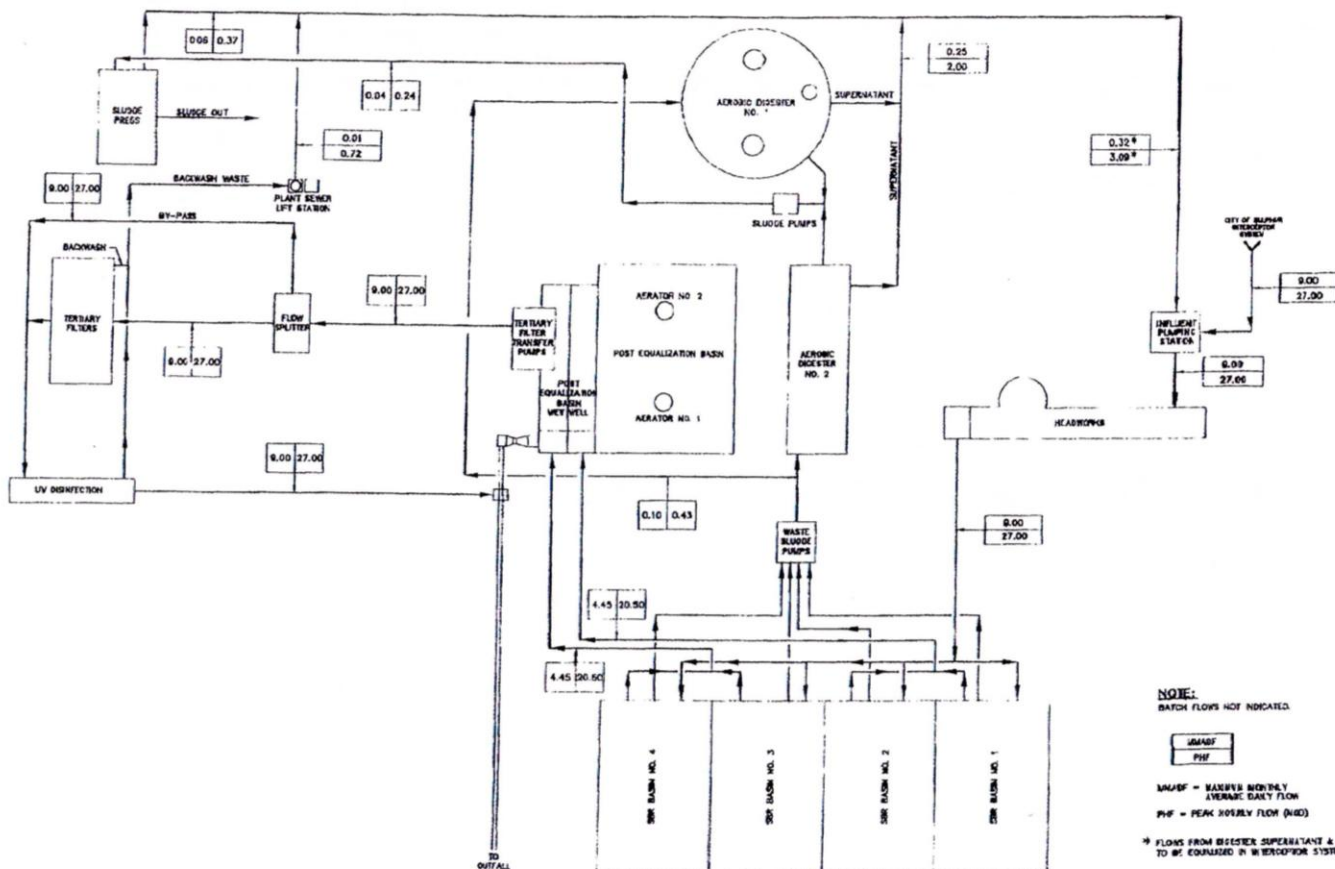
C. Multiply the factor listed next to the type of facility your community employs by the age of your facility to determine the total point value for Part 3.

#### TOTAL POINT VALUE FOR PART 3 =

$$\begin{array}{rcccl} & & & & \text{(max = 50)} \\ & & & & \boxed{42.5} \\ \underline{2.5} & \times & \underline{17} & = & \\ \text{Factor} & & \text{Age} & & \end{array}$$

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

D. Please attach a schematic of the treatment plant.



DESIGNED BY THE MEYER GROUP	OWNER AND OPERATOR SULPHUR REGIONAL WASTEWATER TREATMENT FACILITY SULPHUR, LOUISIANA	IMPROVEMENT/EXPANSION PHASE II	GENERAL FLOW DIAGRAM MASS BALANCE	PROJECT NO. AS-00028-08	DATE SEPT., 2004
DRAWN BY J. J. JONES	SCALE 1" = 100'	DATE NOVEMBER 2004	SCALE 1" = 100'	SCALE 1" = 100'	SCALE 1" = 100'



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## PART 4: OVERFLOWS AND BYPASSES

### A.

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

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

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

Collection System:     1          Treatment Plant:     1    

### B.

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

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

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

Collection System:     2          Treatment Plant:     0    

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

City Sewer System

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

**TOTAL POINT VALUE FOR PART 4:** 15 (max = 100)

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

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

Shane Fuselier-Supervisor of WW Operations

Describe the procedure for gathering, compiling and reporting:

From non-compliance reports and laboratory results for the April 2024 to March 2025 time period

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## PART 5: SLUDGE STORAGE AND DISPOSAL SITES

### A. Sludge Storage

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

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

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

50

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

A Point Total

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

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

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

0

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

B Point Total

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

### TOTAL POINT VALUE FOR PART 5:

(max =100)

50

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

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## PART 6: NEW DEVELOPMENT

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

Design Population: 35,000

Design Flow: 9.0 MGD

Design BOD: 11,259 mg/l

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

Check one. ☐ Yes = 15 points ☒ No = 0 points

If Yes, Please describe:

—

List any new pollutants:

\_\_\_\_\_

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

Check one. ☐ Yes = 15 points ☒ No = 0 points

If Yes, Please describe:

List any new pollutants you anticipate:

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

**TOTAL POINT VALUE FOR PART 6:**

(max =100)

0

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



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## PART 7: OPERATOR CERTIFICATINO AND EDUCATION

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

Name: Shane Fuselier

B. what is his or her certification number:

Cert#: 13-637 & 11-1568

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

Level Required: IV

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

Level Certified: IV

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

Check one. ☒ Yes = 0 points ☐ No = 50 points

0

Write 0 or 50 in the E point total box

E Point Total

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

Check one. ☒ Yes ☐ No

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

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

0

Write 0 or 50 in the G point total box

G Point Total

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

Check one. ☒ Yes ☐ No

Explain: LA DEQ Policy-8 hours of education per certificate to maintain certification

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

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

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

**TOTAL POINT VALUE FOR PART 7:**

(max =100)

0

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

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## PART 8: FINANCIAL STATUS

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

Check one box. ☒ Yes ☐ No

If No, How are O&M costs financed?

User charge revenue and sales tax

Raises fee's as needed

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

Public Utility Reserve Fund

Sales Tax Proceeds

Federal Matching Grants

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## PART 9: SUBJECTIVE EVALUATION

### A. Collection System Maintenance

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

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

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

Repair/Replace inoperable pumps, motors, float systems, level controllers.  
Clean out of wet wells as needed.  
Change out some bowls and pumps at Hollywood and Maplewood

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

Several new lift stations are set to be constructed and or upgraded in the next 5 years.  
Smoke testing and line repair continuing.  
I/I Program being designed and implemented.  
Construction at Bayou D'inde Lift station will start sometime this year of 2025.

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

Check one.

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



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C. Treatment Plants

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

☒ Yes ☐ No (check one.)

01/27/2025

Influent flow meter calibration date (s)

01/27/2025

Effluent flow meter calibration date (s)

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

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

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

Check one. ☒ Yes ☐ No

If Yes, Please describe:

Change out sbr, decanters, mixers, and added aerators. We also added new blowers to the sbrs. We replaced old diffusers and changed out old piping. Extended influent pipes in all 4 basins. We removed air skids and replaced with new actuators. New control panels were added for all this equipment. T-Filters have new actuators and new control PLCs. The UV system had new control panels, bulbs, and lamps installed.

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**D. Preventive Maintenance**

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

Check one box. ☒ Yes ☐ No

If Yes, Please describe:

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

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

☒ Yes ☐ No

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

☒ Yes ☐ No

**E. Sewer Use Ordinance**

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

Check one. ☒ Yes ☐ No

If Yes, Please describe:

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

ii. Has it been necessary to enforce?

Check one. ☒ Yes ☐ No

If Yes, Please describe:

A tanker truck wash located within the city limits of Sulphur was discharging petroleum hydrocarbons into sanitary sewer system. The problem seems to be rectified, we are randomly pulling samples to ensure compliance with city ordinances.

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

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

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### POINT CALCULATION TABLE

	Actual Values	Maximum
<b>Part 1:</b> Influent Flow/Loadings	<u>0</u>	80 points
<b>Part 2:</b> Effluent Quality/ Plant Performance	<u>30</u>	100 points
<b>Part 3:</b> Age of WWTF	<u>42.5</u>	50 points
<b>Part 4:</b> Overflows and Bypasses	<u>15</u>	100 points
<b>Part 5:</b> Ultimate Disposition of Sludge	<u>50</u>	100 points
<b>Part 6:</b> New Development	<u>0</u>	30 points
<b>Part 7:</b> Operator Certification Training	<u>0</u>	100 points

**TOTAL POINTS:**

137.5