

AGENDA
SPECIAL CITY COUNCIL MEETING
TUESDAY, OCTOBER 29, 2019 AT 5:30 P.M.

THERE WILL BE A SPECIAL MEETING OF THE SULPHUR CITY COUNCIL, **TUESDAY, OCTOBER 29, 2019 AT 5:30 P.M.** IN THE COUNCIL CHAMBERS LOCATED AT 500 NORTH HUNTINGTON, SULPHUR, LOUISIANA TO ADOPT THE FOLLOWING:

CALL TO ORDER
INVOCATION
PLEDGE OF ALLEGIANCE
ROLL CALL

1. PUBLIC HEARING on ordinance authorizing the acceptance of the Administrative Reorganization Plan as presented by the Mayor. ORD89-90 (Mayor Danahay)
2. RESOLUTION accepting the recommendation of Mayor Danahay and appointing a Director of Municipal Services. RES68-90 (Mayor Danahay)
3. INTRODUCTION OF ORDINANCE entering into a Cooperative Endeavor Agreement with Calcasieu Parish Police Jury for costs associated with marketing and promotion of Cal-Cam Fair. ORD90-19 (Mayor Danahay)
4. INTRODUCTION OF ORDINANCE entering into a Cooperative Endeavor Agreement with Cal-Cam Fair for costs associated with marketing and promotion of Cal-Cam Fair. ORD91-19 (Mayor Danahay)
5. INTRODUCTION OF ORDINANCE authorizing Mayor Danahay to sign First Amendment to the Cooperative Endeavor Agreement between the City of Sulphur and Calcasieu Parish Police Jury for plumbing inspections (JSA adopted Feb. 20, 2004). ORD92-19 (Mayor Danahay)
6. RESOLUTION amending the Agreement between the City of Sulphur and Gilmar Homeowners Association adopted June, 2017, for the maintenance of landscaping for the entrance on Maplewood Drive. RES69-19 (Mayor Danahay)
7. RESOLUTION approving liquor license for Los Ponchos located at 3103 Maplewood Drive. RES70-19 (Mayor Danahay)

ADJOURNMENT

***The next regular City Council meeting will be held on Tuesday, November 12, 2019 at 5:30 p.m. in the Council Chambers located at 500 North Huntington Street, Sulphur, Louisiana.

In accordance with the Americans with Disabilities Act, if you need special assistance to attend this meeting, please contact Arlene Blanchard at 527-4500, describing the assistance that is necessary.

NEED MOTION/SECOND TO AMEND PREVIOUSLY INTRODUCED ORDINANCE SINCE THE REORGANIZATION CHART HAS CHANGED.

ORDINANCE NO. _____, M-C SERIES AS AMENDED

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF THE
ADMINISTRATIVE REORGANIZATION PLAN AS PRESENTED BY THE
MAYOR

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

WHEREAS, Section 4-11 of the Home Rule Charter of the City of Sulphur, Louisiana provides for “Administrative Reorganization” as proposed by the Mayor and approved by the City Council; and

WHEREAS, the Mayor has proposed that it is in the public interest to authorize the designation of the Department of Municipal Services in place of the Department of Permits and Licensing; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, as governing authority thereof, that the Home Rule Charter of the City of Sulphur, Louisiana, shall reflect the following changes which amend and restate in its entirety Section 4-11 of the Home Rule Charter of the City of Sulphur, Louisiana (deleting the pre-existing text and inserting the following):

Section 4-10 Department of Municipal Services

A. The head of the of Municipal Services Department is the Director of Municipal Services.

B. The Director of Municipal Services shall direct and be responsible for the following duties:

(1) Direction, coordination, and supervision of city utility billing operations, the processing and billing of occupational license taxes, permit issuance, property standards, ordinance enforcement, and inspections.

(2) Supervision of the Chief Building Official, who shall be responsible for the enforcement of any zoning ordinances and building, housing and other technical codes.

(3) Supervision of the Office of Ordinance Enforcement and the Ordinance Enforcement Officer.

BE IT FURTHER ORDAINED by the City Council of the City of Sulphur, Louisiana, as governing authority thereof, that Section 12-31 of the Code of Ordinances of the City of Sulphur shall be amended and restated as follows (to revise the third paragraph of that Section):

Sec. 12-31. - Definitions.

For the purpose of this article, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense shall include the future words; words used in the plural number include the singular number; and words used in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

City is the City of Sulphur, Louisiana, a municipal corporation organized under the laws of the state, acting pursuant to and under the police power vested in the city.

Chief building official/ordinance enforcement director is the designee of the Director of Municipal Services.

* * *

(remainder of Section continues as previously written)

BE IT FURTHER ORDAINED by the City Council of the City of Sulphur, Louisiana, as governing authority thereof, that any reference in the Code of Ordinances of the City of Sulphur to Chief Building Official and/or Ordinance Enforcement Director shall hereinafter mean the respective designee of the Director of Municipal Services.

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

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana on this _____
day of _____, 2019.

MELINDA HARDY, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2019, at _____ o'clock _____.m.

ARLENE BLANCHARD, Clerk

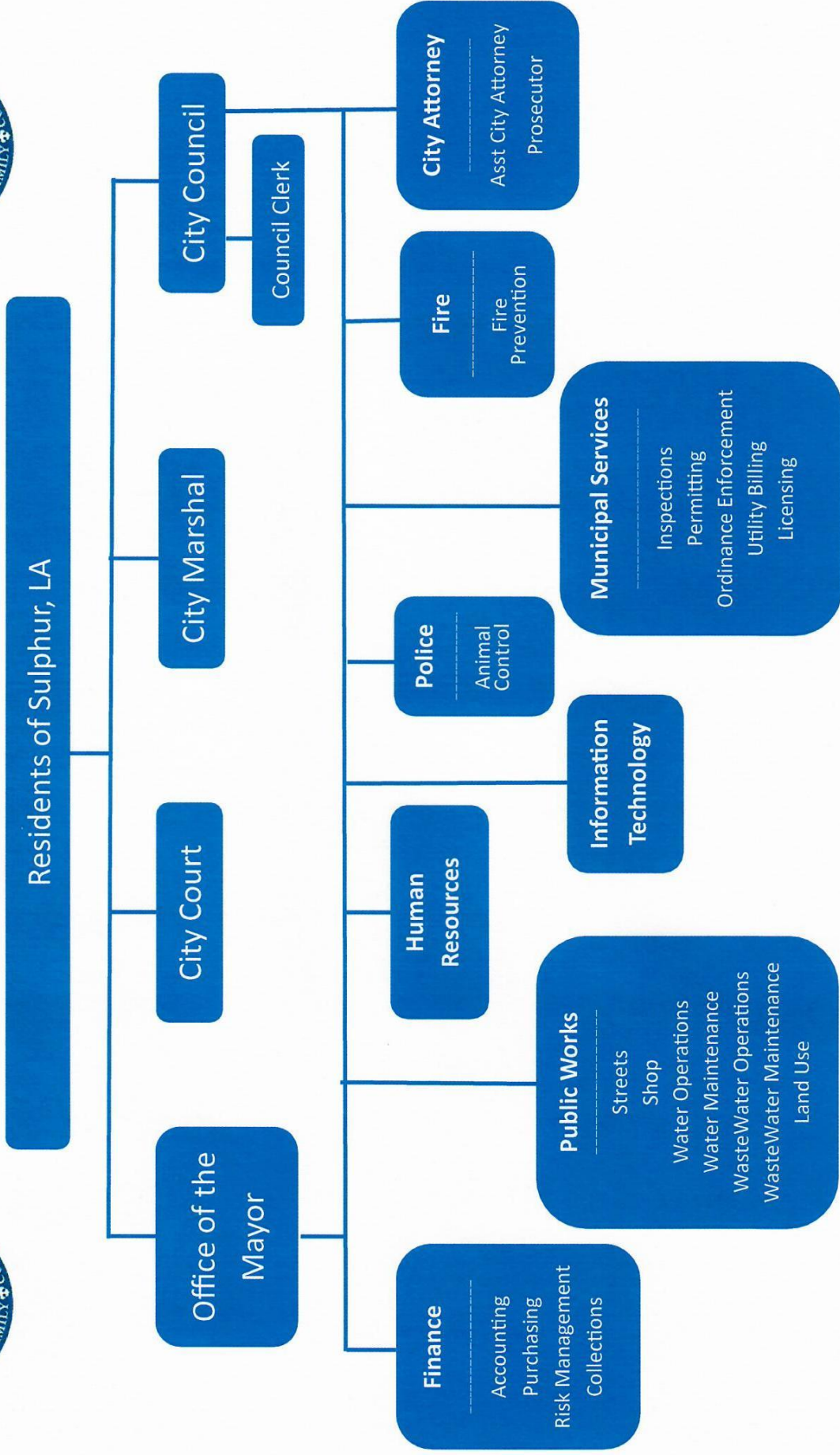
I HEREBY CERTIFY that I have received
from the Mayor at _____ o'clock _____.m.
on this _____ day of _____,
2019, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk



ORGANIZATION OF CITY GOVERNMENT

CITY OF SULPHUR, LA



RESOLUTION NO. _____, M-C SERIES

Resolution accepting the recommendation of Mayor Mike Danahay and appointing a Director of Municipal Services.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby accept the recommendation of Mayor Mike Danahay and appoint Denise Chandler as Director of Municipal Services.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2019.

MELINDA HARDY, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING MAYOR DANAHAHAY TO ENTER INTO
A COOPERATIVE ENDEAVOR AGREEMENT WITH CALCASIEU
PARISH POLICE JURY FOR COSTS ASSOCIATED WITH
MARKETING AND PROMOTION OF CAL-CAM FAIR.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Mike Danahay to sign Cooperative Endeavor Agreement with Calcasieu Parish Police Jury for costs associated with marketing and promotion of Cal-Cam Fair.

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 _____, 2019.

MELINDA HARDY, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2019, 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 _____,
2019, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

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

STATE OF LOUISIANA
PARISH OF CALCASIEU

THIS AGREEMENT is hereby made and entered into this _____ day of _____ 2019, by and between the CALCASIEU PARISH POLICE JURY, hereinafter referred to as "PARISH," a political subdivision of the State of Louisiana, represented herein by its duly authorized President, Shelly Mayo, and CITY OF SULPHUR, hereinafter referred to as "CITY," a political subdivision of the State of Louisiana, and represented herein by its duly authorized Mayor.

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

WHEREAS, the PARISH has the authority under Louisiana Revised Statute 51:1201 to provide this type of financial assistance and the PARISH would like to exercise such authority by providing financial assistance to the CITY for the purpose specified in Section 1 of this agreement, and

WHEREAS, the citizens of both the PARISH and the CITY will benefit from the authorized use of these Gaming Funds thereby providing a much needed public benefit that is proportionate to the associated cost.

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

1. Scope of Agreement

The PARISH convened in regular session on Thursday, September 5, 2019 and approved financial assistance in an amount up to \$5,000.00 from PARISH Gaming Funds (Ward Four District Twelve Allocation) for costs associated with marketing and promotion of the Cal-Cam Fair to be held in October, 2019. The CITY agrees that all applicable federal, state and local laws will be adhered to in the implementation of the scope of this agreement as well as the related execution of this agreement.

2. Term of Agreement

This agreement shall commence upon execution of this agreement and expire one year from the date signed, unless a written extension is granted by the PARISH.

3. Payment Terms

After receipt and approval of the appropriate invoice(s) and cancelled check(s) related to the purchase, the PARISH will reimburse the CITY up to Five Thousand dollars (\$5,000.00). This documentation should be submitted to the PARISH prior to the one year expiration period.

4. Amendments and Assignments

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

5. Records and Audits

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

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

i. Liability, Indemnity and Insurance

The CITY is responsible for the maintenance, upkeep and any insurance requirements related to the operations or activities associated with this agreement. All related costs associated with this requirement are the sole responsibility of the CITY.

The CITY will indemnify, defend, and hold harmless the PARISH, including the PARISH'S employees and agents, from and against any and all claims or liabilities arising from the fault of the CITY, its employees or agents in carrying out the CITY'S duties and obligations under the terms of this agreement. The PARISH will indemnify, defend, and hold harmless the CITY, including the CITY'S employees and agents, from and against any and all claims or liabilities arising from the fault of the PARISH, its employees or agents in carrying out the PARISH'S duties and obligations under the terms of this agreement. This section will survive the termination of this agreement.

7. Termination of Agreement and Dispute Resolution

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

8. Severability, Entire Agreement and Captions

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

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

THUS DONE AND SIGNED on the ____ day of _____ 2019, in Lake Charles, Louisiana after a due reading of the whole.

WITNESSES:

CALCASIEU PARISH POLICE JURY:

BY: _____
SHELLY MAYO, PRESIDENT

THUS DONE AND SIGNED on the ____ day of _____ 2019, in Sulphur, Louisiana after a due reading of the whole.

WITNESSES:

CITY OF SULPHUR:

BY: _____
MICHAEL "MIKE" DANAHAY, MAYOR

In the original agreement the minimum fee for inspections was \$1,000.00 per month. This amendment changes that fee to \$35.00 per inspection.

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING MAYOR MIKE DANAHAY TO SIGN FIRST AMENDMENT TO THE COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE CITY OF SULPHUR AND CALCASIEU PARISH POLICE JURY FOR PLUMBING INSPECTIONS.

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 First Amendment to the Cooperative Endeavor Agreement (*original Joint Services Agreement adopted February 20, 2004*) between the City of Sulphur and Calcasieu Parish Police Jury for plumbing inspections.

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 _____, 2019.

MELINDA HARDY, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2019, 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 _____,
2019, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

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

STATE OF LOUISIANA
PARISH OF CALCASIEU

THIS AMENDMENT is hereby made and entered into this ____ day of _____ 2019, 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 Administrator, Bryan C. Beam, and the CITY OF SULPHUR, hereinafter referred to as the "CITY," and represented herein by its duly authorized Mayor, Michael E. Danahay.

WHEREAS, the PARISH previously executed an agreement with the CITY on the 20th day of February 2004 for plumbing inspection services, which continues to be the legal responsibility of the PARISH, and

WHEREAS, the PARISH considers the public benefit of cost-effectiveness, efficiency, and the general welfare of the citizenry to be proportionate with the costs associated with this activity.

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

Section 2 of Original Agreement - Scope of Work

The scope of work as defined in the original agreement is hereby amended to require PARISH plumbing inspection services on an as needed basis.

Section 2 of Original Agreement – Fee for Inspection Services

The fee for inspection services as defined in the original agreement is hereby amended to \$35.00 per inspection.

All other provisions of the original agreement hereby remain in effect.

THUS DONE AND SIGNED on the ____ day of _____ 2019, in Lake Charles, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

CALCASIEU PARISH POLICE JURY:

Witness Signature

BY: _____
BRYAN C. BEAM, ADMINISTRATOR

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

THUS DONE AND SIGNED on the ____ day of _____ 2019, in Sulphur, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

CITY OF SULPHUR:

Witness Signature

BY: _____
MICHAEL E. DANAHAAY, MAYOR

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

STATE OF LOUISIANA

PARISH OF CALCASIEU
AGREEMENT

JOINT SERVICES

This Joint Services Agreement is entered into and effective of the 20th day of February, 2004, between the Calcasieu Parish Administrator ("Administrator") as authorized by the Calcasieu Parish Police Jury ("CPPJ"), the governing authority of the Parish of Calcasieu ("Parish"), on January 22, 2004, and the Mayor ("Mayor") of the City of Sulphur ("City"), a political subdivision of the State of Louisiana, as authorized by the Sulphur City Council on February 9, 2004, relative to the provisions of the Calcasieu Parish Police Jury through the Division of Planning & Development, for plumbing inspection services to the City of Sulphur in accordance with the following agreement.

SECTION 1. The Administrator has determined that the services contemplated hereunder may be provided to the City by the CPPJ without impairing the administrative well-being of the Parish and the Mayor has determined that by the Parish providing such services in the most cost-effective and efficient method, this Agreement will serve the mutual benefit of both parties and the general welfare of the citizenry of Calcasieu Parish and the City.

SECTION 2. Further, the Administrator and the Mayor have determined that this Joint Services Agreement is specifically authorized and contemplated by law in accordance with the provisions of Article 6, Section 20 of the 1974 Louisiana Constitution, and other supplemental provisions of law.

The Administrator and Mayor have agreed as follows:

1. The City will issue all plumbing permits;
2. All permit fees will be collected by the City;
3. The City will coordinate and schedule all plumbing inspections with the Calcasieu Parish Permit Office ("Permit Office") via facsimile or e-mail. The minimum information required to be provided to the Parish Permit Office in order for plumbing inspections to be processed are:
 - (a) Permit number;
 - (b) Name of individual or company performing the plumbing work;
 - (c) Location of plumbing work (i.e., street address, directions, etc.);
 - (d) Type of requested plumbing inspection (i.e., "rough-in", "top-out", "final", or "reinspection");
 - (e) The number of plumbing fixtures.

Once the plumbing inspection has been scheduled, the Calcasieu Parish

Permit Office will dispatch the inspection to the plumbing inspector. Once the inspection has been completed, the inspector will provide the results of the inspection directly to the City via telephone.

4. The inspector will perform plumbing inspections within 24 hours of being dispatched by the Permit Office.
5. The plumbing inspector will perform four plumbing inspections: (1) "Rough-in"; (2) "Top-out"; (3) "Final"; and (4) "Reinspection", as necessary.
6. The plumbing inspector will prominently display an inspection tag issued by the Parish for each type of inspection performed, signifying the results of the inspection (i.e., "Approved", "Disapproved", and if necessary, a "Balance Due" tag for extra fixtures.)
7. The inspector will inspect plumbing work in accordance with the most current edition of the Louisiana State Plumbing Code.
8. The minimum fee for inspection services paid by the City to the Parish shall be \$1,000.00 per month. The City will reimburse the Parish every thirty (30) days at the beginning of each month.
9. The Parish reserves the right from time to time to review City plumbing permits and fee collection records to determine if the agreed fee herein is cost beneficial to the CPPJ. If the records reflect that the plumbing inspection service is no longer cost beneficial to the CPPJ, the Parish reserves the right to renegotiate the Agreement for an increase in the monthly fee. During any such renegotiation period, the Parish will continue to perform plumbing inspections for the City. However, during such period, the Parish will be reimbursed for plumbing inspection services at the new fee rate subsequently agreed upon by both parties. On the first anniversary of this contract and at the end of each calendar year thereafter, the City will provide the Parish all plumbing inspection records so that the parties might determine if the established plumbing fee needs to be adjusted.
10. Except as might be otherwise provided hereinabove, either party may terminate this Agreement after first giving thirty (30) days written notice of its intent to do so.

SECTION 3. The Employees of the Parish who provide such plumbing inspection services shall do so as independent contractors of the City. At no time shall Employees of the Parish providing services under this Agreement be deemed to be employees of the City and such Employees shall not be entitled to any salary, fringe benefit, retirement pay, accrued leave, medical benefits or other such similar benefits received by an employee of the City.

SECTION 4. The Parish Employees performing plumbing inspection services, while acting within the course and scope of the authority and duties in carrying out those services, shall have the authority to act and bind the City as full-time,

unclassified Employees of the City; therefore, the City shall be liable and obligated for such acts of Employees in the exercise of any such duties, rights, and authority under the terms of this Agreement.

SECTION 5. The City agrees to indemnify, defend, and hold harmless the Employees performing plumbing inspections, the Parish, the Calcasieu Parish Police Jury, the Division of Planning & Development, and the Administrator, to the same extent as is provided with respect to covered individuals (as defined in La. R.S. 13:5108.1E) in accordance with La. R.S. 13:5108.1.

SECTION 6. Further, to the fullest extent allowed by law, the City shall indemnify, defend and hold harmless the employees performing plumbing inspection services, the Parish, the Calcasieu Parish Police Jury, the Division of Planning & Development, and the Administrator, for all damages, claims, demands, legal fees, costs and expenses which may be incurred by or assessed against the Employees, the Parish, the Calcasieu Parish Police Jury, the Division of Planning & Development, and the Administrator, resulting from Employee's acts or omissions in the performance of the plumbing inspection services, even if not covered by the liability insurance coverage of the City.

THUS DONE AND SIGNED on this 20th day of February, 2004, in Lake Charles, Louisiana.

Witnesses:

CALCASIEU PARISH POLICE JURY

Jamie L. Harrison

Melissa Kelley

By: Brent Clement
~~S. Mark McMurry~~ Brent Clement
~~Parish Administrator~~ President

Celene A. Clark

NOTARY PUBLIC

THUS DONE AND SIGNED on this 17th day of February, 2004, in Sulphur, Louisiana.

Witnesses:

CITY OF SULPHUR

Lana Webb

Charlotte Hollingsworth

By: Ron LeLeux
Ron LeLeux, Mayor

Renée L. Williams
NOTARY PUBLIC

This amendment added the flower bed at the entrance into Gilmar Acres on Louisiana Avenue

RESOLUTION NO. _____, M-C SERIES

Resolution amending the Agreement between the City of Sulphur and Gilmar Homeowners Association adopted June, 2017, for the maintenance of landscaping for the entrance on Maplewood Drive.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend the Agreement between the City of Sulphur and Gilmar Homeowners Association adopted June, 2017, for the maintenance of landscaping for the entrance on Maplewood Drive.

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this _____, day of
_____, 2019.

MELINDA HARDY, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

STATE OF LOUISIANA

PARISH OF CALCASIEU

AGREEMENT BETWEEN:

GILMAR HOMEOWNERS ASSOCIATION

&

THE CITY OF SULPHUR

BE IT KNOWN that on the dates subscribed personally came and appeared:

GILMAR HOMEOWNERS ASSOCIATION, by its President, Robin Baudoin, hereinafter referred to as "GHA"; and

THE CITY OF SULPHUR, by its Mayor, MIKE 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 the main entrance and the entrance on Louisiana Avenue adjacent to Maplewood Drive in GILMAR ACRES, (hereinafter referred to as "THE LANDSCAPE AREA"), as follows:

GHA & THE CITY agree as follows:

1. GHA and THE CITY acknowledge that the beautification of THE LANDSCAPE AREA will be mutually beneficial.
2. GHA agrees to contract with a professional landscaping company to install new landscaping material where necessary, including irrigation where applicable, in THE LANDSCAPE AREA (PER ATTACHED MAP). GHA shall be responsible for all costs associated with said installation.
3. GHA shall be responsible for the cost to maintain the landscaping; sign(s); fences and any other structures installed as per the preapproved set of landscape plans permitted with THE CITY in THE LANDSCAPE AREA (PER ATTACHED MAP).
4. GHA shall comply with all requirements by THE CITY regarding line of sight for vehicular traffic or other safety issues.
5. GHA shall comply with THE CITY ordinances in obtaining all necessary permits.
6. GHA agrees that should it fail, at any time, to properly maintain THE LANDSCAPE AREA, THE CITY shall have the right to terminate this agreement.

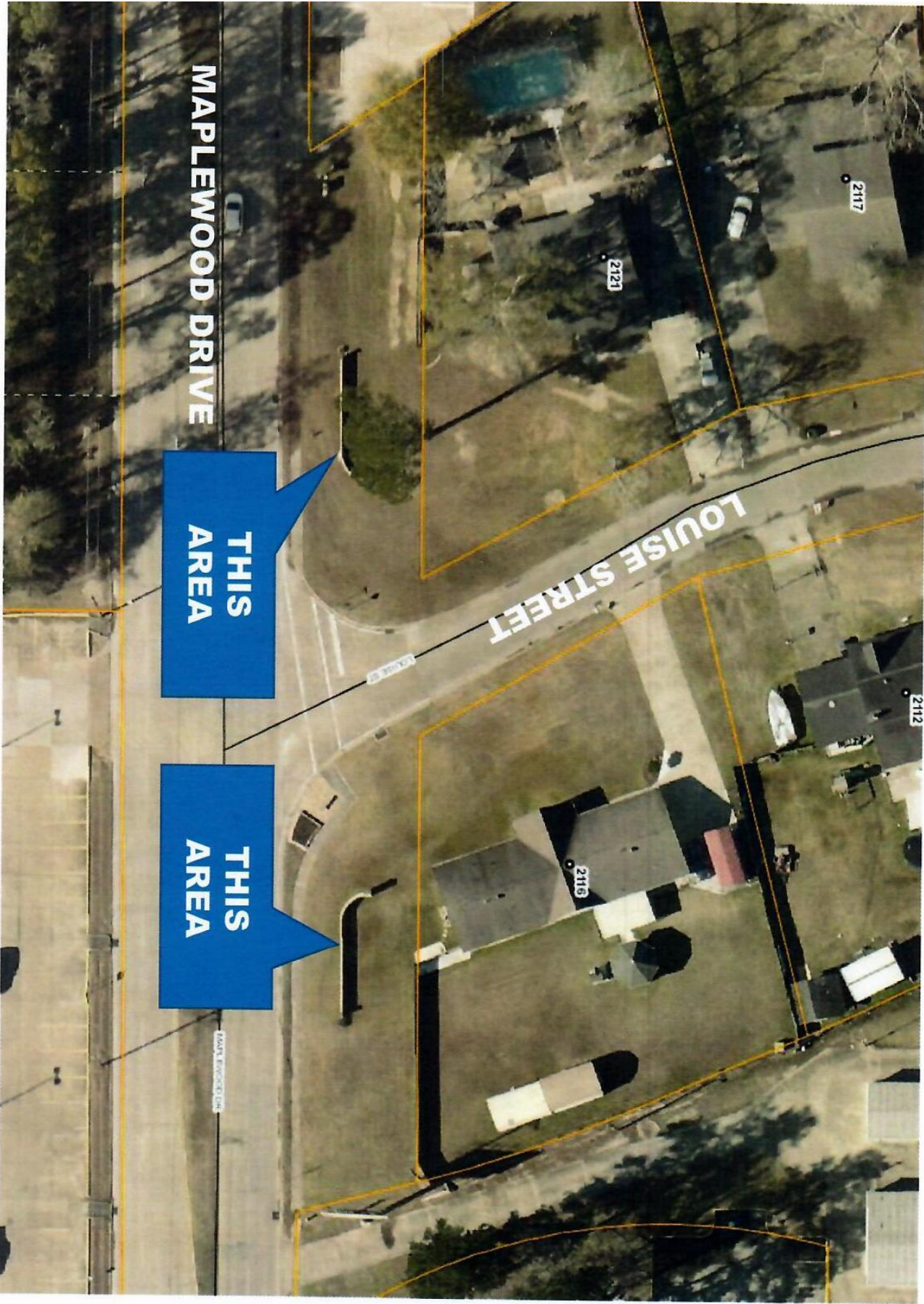
7. GHA shall comply with all requirements of THE CITY'S water conservation policy.

GILMAR HOMEOWNERS ASSOCIATION
BY: ROBIN BAUDOIN, President

DATE: _____

THE CITY OF SULPHUR
BY: MIKE DANAHAAY, Mayor

DATE: _____

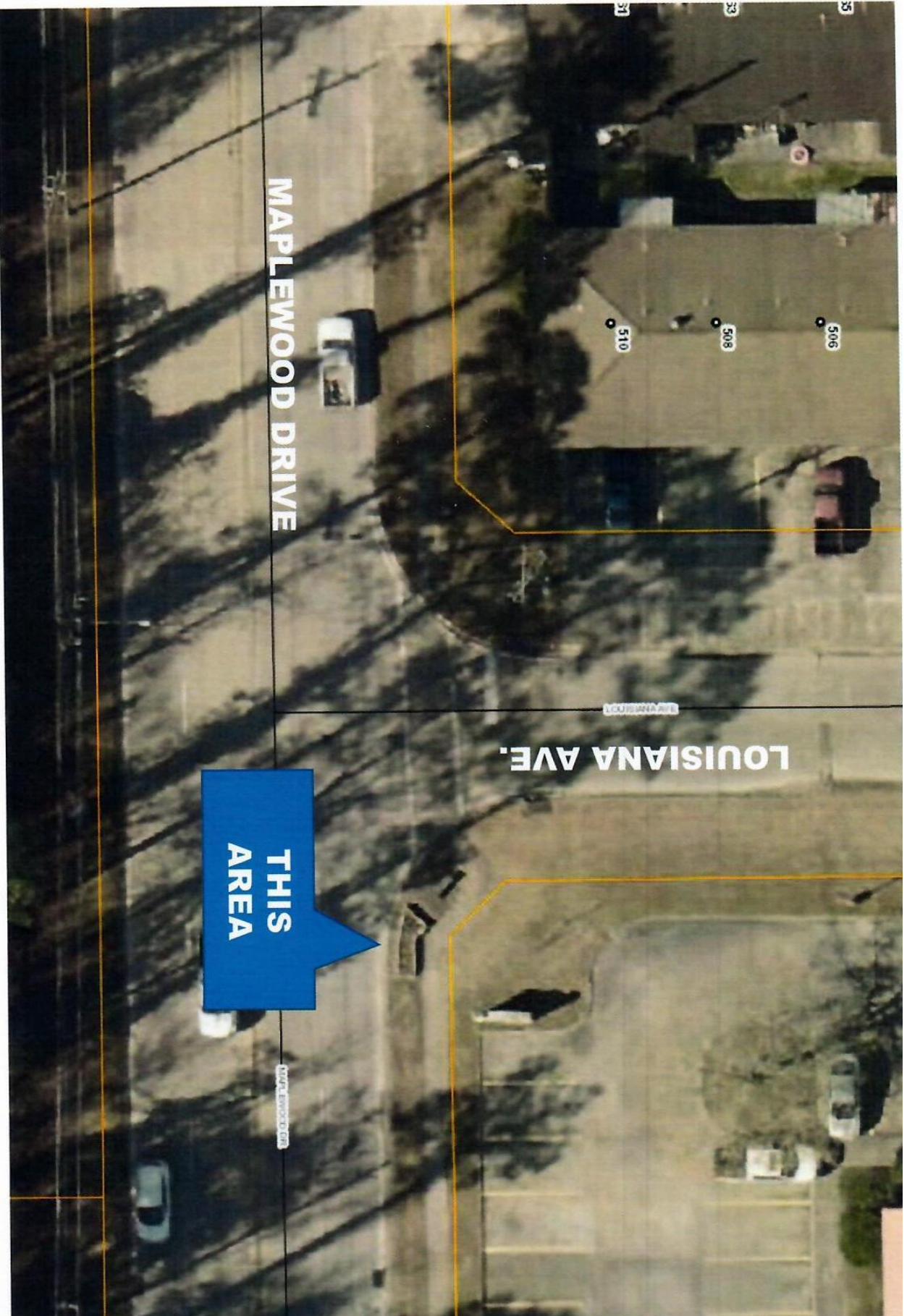


MAPLEWOOD DRIVE

LOUISE STREET

THIS
AREA

THIS
AREA



RESOLUTION NO. _____, M-C SERIES

Resolution approving liquor license for Los Ponchos located at 3103 Maplewood Drive.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby approve liquor license for Los Ponchos located at 3103 Maplewood Drive.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2019.

MELINDA HARDY, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk



LIQUOR LICENSE APPLICATION APPROVAL SHEET

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

Business Name: Los Ponchos

Owner: Mendoza 1, LLC

Business Location: 3103 Maplewood Dr

Date of Application: 10/10/19

Class: ☒ A ☐ B

Content: ☒ High ☐ Low

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

City of Sulphur Issuance Agent: [Signature]

Director of Finance: [Signature]

☒ Recommend ☐ Deny

City Council Approval: ☐ ACCEPTED ☐ DENIED

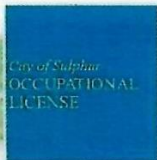
Council Representative Signature _____

Date: _____

Special Comments: _____



Keith Berry, Director



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



Christopher L. Duncan, Mayor

City of Sulphur
Liquor License Application

Name of Business: Los Ponchos Sulphur
Location of Business: 3103 Maplewood Drive, Sulphur, LA 70663
Legal Name of Owner: Mendoza I, LLC
Home/Corp Address: 3103 Maplewood Drive, Sulphur, LA 70663
Mailing Address: 3103 Maplewood Drive, Sulphur, LA 70663
Application is for: ☒ CLASS "A" ☐ CLASS "B"
Content: ☐ HIGH ☐ LOW ☒ HIGH & LOW
Sole Proprietor: ☐ Partnership ☒ Corp/LLC
Has a homeowner petition been signed by residents? ☐ YES ☐ NO NA
Have you applied for a state license? ☒ YES ☐ NO
Are you the owner of the premises to be licensed? ☐ YES ☒ NO
If NO, do you hold a bona Fide Lease? ☒ YES ☐ NO
Is the business to be conducted wholly by you or by more than one representative? 1 Member LLC
Federal Tax #: 842709620 La. State Tax #: 2203945001

SULPHUR ORDINANCE

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

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

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

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

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

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

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

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

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

NOTE: The City of Sulphur will validate all measurements

CITY OF SULPHUR

FAITH



FAMILY



COMMUNITY

Page 2 of 5

OCT 10 2019

BY: Wanip Thibodeaux

Mr. Bert
337 - 802-6738



MENDOZA1 LLC
LOS PONCHOS MEXICAN GRILL
536 KIRBY ST
LAKE CHARLES LA 70601-5279

Date of Notice: 01-Oct-2019
Letter ID: L1802246880
Account ID: 2203945-001-400
Tax Type: Sales

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

Louisiana Revised Statutes 26:78, 26:80, 26:278 and 26:280 provide that the Louisiana Department of Revenue and the local sales tax collection agency or agencies issue a clearance for sales tax purposes before a state Alcoholic Beverage and/or Beer Permit(s) is issued.

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

Clearance will expire one year from date issued

Date: 01-Oct-2019
Department of Revenue Account Number: 2203945-001
Federal Identification Number: 842709620
State ATC Permit Number:
Local Sales Tax Agency Account Number:
Local ABC Permit Number:
Location Address of Applicant: 3103 MAPLEWOOD DR
SULPHUR LA 70663-6201

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

State


Signature

Director

Title

October 01, 2019

Date

Local

Signature

Title

Date



Serving the
community
one person
at a time

Sales Tax Clearance for Alcohol Permit

Calcasieu Parish Sales/Use Tax Department
P.O. Drawer 2050
Lake Charles, LA 70602-2050
337-217-4280 (telephone) 337-217-4281 (fax)

**PARISH OF CALCASIEU
SALES TAX CLEARANCE CERTIFICATE
FOR ALCOHOLIC BEVERAGE CONTROL COMMISSION**

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

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

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

Calcasieu Parish Taxpayer Number: 00053769

Social Security Number or FEIN: 842709620

LA Department of Revenue & Taxation No: 2203945001

Taxpayer Name: MENDOZA1, LLC

Trade Name (if different): LOS PONCHOS SULPHUR

Location Address: 3103 MAPLEWOOD DR
SULPHUR, LA 70663

Mailing Address: 536 KIRBY ST
LAKE CHARLES, LA 70601

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

Monica Hamilton // CLERK // 9-17-19
Authorized Signature Title Date
Calcasieu Parish Sales & Use Tax Department

REPRESENTING

Calcasieu Parish School System
Calcasieu Parish Police Jury

City of Sulphur
Town of Vinton

City of DeQuincy
Town of Iowa

City of Lake Charles
City of Westlake

Uronie Thibodeaux

From: Melanie Dyson
Sent: Wednesday, October 16, 2019 7:35 AM
To: Uronie Thibodeaux
Subject: RE: Background Check

This subject is cleared.

Thanks,
Melanie

Please start sending these request to Caitlen Johnson at cjohnson@sulphur.org.

-----Original Message-----

From: Uronie Thibodeaux <uthibodeaux@sulphur.org>
Sent: Tuesday, October 15, 2019 3:54 PM
To: Melanie Dyson <mdyson@sulphur.org>
Cc: MBC License <license@sulphur.org>; Jarrin Denton <jparker@sulphur.org>
Subject: Background Check

Uronie Thibodeaux
Municipal Service Clerk
110 N Huntington St
Sulphur, LA 70663
337-527-2050