

AGENDA
SULPHUR CITY COUNCIL MEETING
TUESDAY, OCTOBER 12, 2021, AT 5:30 P.M.

THERE WILL BE A REGULAR MEETING OF THE SULPHUR CITY COUNCIL **TUESDAY OCTOBER 12, 2021, AT 5:30 P.M.**, IN THE COUNCIL CHAMBERS LOCATED AT 500 NORTH HUNTINGTON STREET, SULPHUR, LOUISIANA, TO DISCUSS AND ADOPT THE FOLLOWING:

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

1. PRESENTATION by Sulphur Armed Forces Commission. I16-21 (Mayor Danahay)
2. PUBLIC HEARING on ordinance granting the subdividing of lots to Sealy-Ratcliff Swisco Road LLC, for lots J, K and L of Calcasieu Industrial Park Subdivision located on the east side of Calcasieu Industrial Drive. ORD71-21 (Mandy Thomas)
3. PUBLIC HEARING on ordinance granting the subdividing of lots to Phillip Grindol, 2320 Timberlane Drive. ORD72-21 (Joy Abshire)
4. PUBLIC HEARING on ordinance granting a rezone to Carmen Holland, 1515 LeBlanc Street, from Residential to Mixed Residential to build 2 sets of duplexes. ORD73-21 (Mike Koonce)
5. PUBLIC HEARING on ordinance granting the subdividing of lots to Carmen Holland, 1515 LeBlanc Street, to allow for 2 sets of duplexes. ORD74-21 (Mike Koonce)
6. RULE TO SHOW CAUSE for the condition of the following address:
 - a. To condemn building or structure located at 214 Hazel Street, in accordance with Article IX, Section 5-286 through 5-296. (Joy Abshire)
7. PUBLIC HEARING on ordinance entering into a Mutual Aid Agreement with the Louisiana Office of State Fire Marshal to help aid in the protection of life and property in the event of emergencies, disasters and/or civil disturbances. ORD75-21 (Mayor Danahay)
8. PUBLIC HEARING on ordinance amending Chapter 12, Article III Junk, to rename and renumber - Abandoned Vehicles and Nuisance Vehicles. ORD76-21 (Joy Abshire)

9. INTRODUCTION OF ORDINANCE authorizing Mayor Danahay to enter into an agreement with the most qualified applicant for FEMA Program Management, Project Development, Grant Administration for Hurricane Laura. ORD77-21 (Mayor Danahay)
10. INTRODUCTION OF ORDINANCE amending Chapter 24 of the Code of Ordinances of the City of Sulphur to provide for drainage ordinance. ORD78-21 (Mayor Danahay)
11. INTRODUCTION OF ORDINANCE amending Chapter 18 of the Code of Ordinances of the City of Sulphur to provide for minor subdivision requirements. ORD79-21 (Mayor Danahay)
12. INTRODUCTION OF ORDINANCE authorizing Mayor Danahay to sign lease agreement with Luke 1234 LLC for the Office of Motor Vehicles located at 1300 East Napoleon Street. ORD80-21 (Mayor Danahay)
13. RESOLUTION awarding low bid for Maplewood Drive Rehabilitation Phase II. RES49-21 (Mayor Danahay)
14. RESOLUTION re-appointing Thomas Bourgeois to the Industrial Development Board. RES50-21 (Mandy Thomas)
15. RESOLUTION re-appointing Dick Kennison to the West Calcasieu Port, Harbor and Terminal District. RES51-21 (Mayor Danahay)
16. RESOLUTION approving liquor license for In & Out #3 located at 100 South Cities Service Hwy. RES52-21 (Mayor Danahay)
17. 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, November 8, 2021, at 5:30 p.m. in the Council Chambers located at 500 North Huntington Street, Sulphur, LA.

ORDINANCE GRANTING THE SUBDIVIDING OF LOTS TO SEALY-RATCLIFF SWISCO ROAD LLC, FOR LOTS J, K AND L OF CALCASIEU INDUSTRIAL PARK SUBDIVISION LOCATED ON THE EAST SIDE OF CALCASIEU INDUSTRIAL DRIVE.

WHEREAS, in accordance with Chapter 18, Section 2 (c) and Appendix B, Article III, Part I, Section 1, (6) (c) and (e) of the Code of Ordinances of the City of Sulphur, application has been received from Sealy-Ratcliff Swisco Road LLC, Calcasieu Industrial Drive, for property described as follows:

RESUBDIVISION OF LOTS J, K AND L OF CALCASIEU INDUSTRIAL PARK SUBDIVISION

WHEREAS, this subdividing of lots is accepted by the City of Sulphur and may be withdrawn by the City of Sulphur should said plat 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; and

WHEREAS, Grantee hereby agrees and contracts to hold Grantor harmless from any damages created and/or caused by the acceptance of this plat, 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; and

WHEREAS, if City Council does hereby accept this plat and the owner of such 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 subdivision; and

WHEREAS, no work shall commence until all applicable permits are obtained. In the event work is commenced prior to obtaining all applicable permits, this acceptance of plat shall be withdrawn and considered null and void.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant the subdividing of lots to Sealy-Ratcliff Swisco Road LLC, Calcasieu Industrial Drive.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2021.

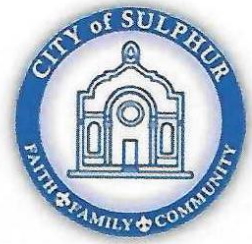
JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2021, at _____ o'clock _____.m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received
from the Mayor at _____ o'clock _____.m.
on this _____ day of _____,
2021, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk



Memo

To: Land Use

From: Stacy Dowden
Director of Public Works

cc: Arlene Blanchard, Mayor Mike Danahay

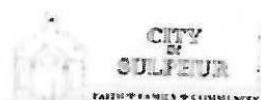
Date: 9/15/2021

Re: 1. Resolution granting the subdividing of lots to Sealy-Ratcliff Swisco Road LLC, for Lots J, K and L of Calcasieu Industrial Park Subdivision located on the east side of Calcasieu Industrial Drive.

Application:

The applicant is requesting to resubdivide the property located on Calcasieu Industrial Drive. The road and utilities are existing, and the lots will be conforming lots.





CITY OF SULPHUR
APPLICATION FOR

DEVELOPMENT APPROVAL

Date Received 8-31-21

\$50.00 Fee (Non-Refundable)

pd. 9-7-21

(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 Dan Purvis - Ratcliff Development, LLC **DATE** 8/31/21

PROPERTY OWNER INFORMATION

Name of Property Owner Sealy-Ratcliff Swisco Rd LLC.

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

Mailing Address 3902 Lee Street, Alexandria, LA 71302

Email dan.purvis@ratcliffdevelopment.com

Phone Number (H) NA

(W) (318) 787-6816

(C) NA

PROPERTY INFORMATION

Location Address 2575 Calcasieu Industrial Drive, Sulphur, LA 70665

Present Zoned Classification Commercial

LEGAL DESCRIPTION FROM ABSTRACT OR TAX RECORD (PRINT NEATLY OR TYPE)
Lot J, Lot K, & Lot L Calcasieu Industrial Park Subdivision Unit II

DO YOU CURRENTLY HAVE ANY PENDING VIOLATION WITH ANY ORDINANCE OF THE CITY OF SULPHUR
YOU, OR A REPRESENTATIVE, MUST ATTEND BOTH LAND USE AND CITY COUNCIL MEETING

YES ☒

INITIAL DP

- ☐ REZONE ☐ EXCEPTION ☒ SUBDIVISION
☐ DOES REZONE REQUIRE FENCING

REQUEST INFORMATION

- ☐ BILLBOARD ☐ PRE. PLAT ☐ FINAL PLAT

NAME OF SUBDIVISION Calcasieu Industrail Park Subdivision

Zoning Change From NA To NA

Purpose of Request Re-Subdivision of Lots J, K, & L

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

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

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

Applicant Signature [Signature]

Date: 8/31/21

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

**CERTIFICATE OF
CERTIFYING OFFICIAL OF
SEALY-RATCLIFF SWISCO RD., L.L.C.**

The undersigned, Robert T. Ratcliff, Sr., named a certifying official in the Articles of Organization of Sealy-Ratcliff Swisco Rd., L.L.C., a Louisiana limited liability company (the "Company"), for the purpose of establishing the membership of any member, the authenticity of any records of the Company, or the authority of any person to act on behalf of the Company, including but not limited to the authority to take the actions referred to in R.S. 12:1318 B, does hereby certify that:

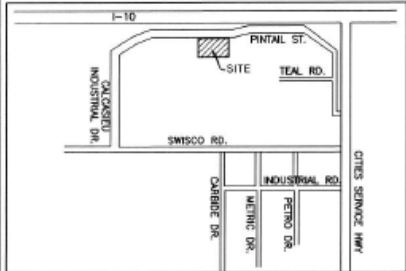
1. The Managers of the Company are Mark P. Sealy, Robert T. Ratcliff, Sr., and Robert T. Ratcliff, Jr.
2. Any one of the named Managers is authorized to designate representation of authority.
3. The undersigned hereby names, authorizes, and appoints Dan Purvis to execute and deliver all documents as necessary and appropriate to cause the Company to make application for permits, entitlements, and subdivisions on a certain parcel of immovable property and improvements thereon in Calcasieu Parish, Louisiana, and more particularly described on Exhibit A.

EXECUTED on this 30th day of August, 2021.

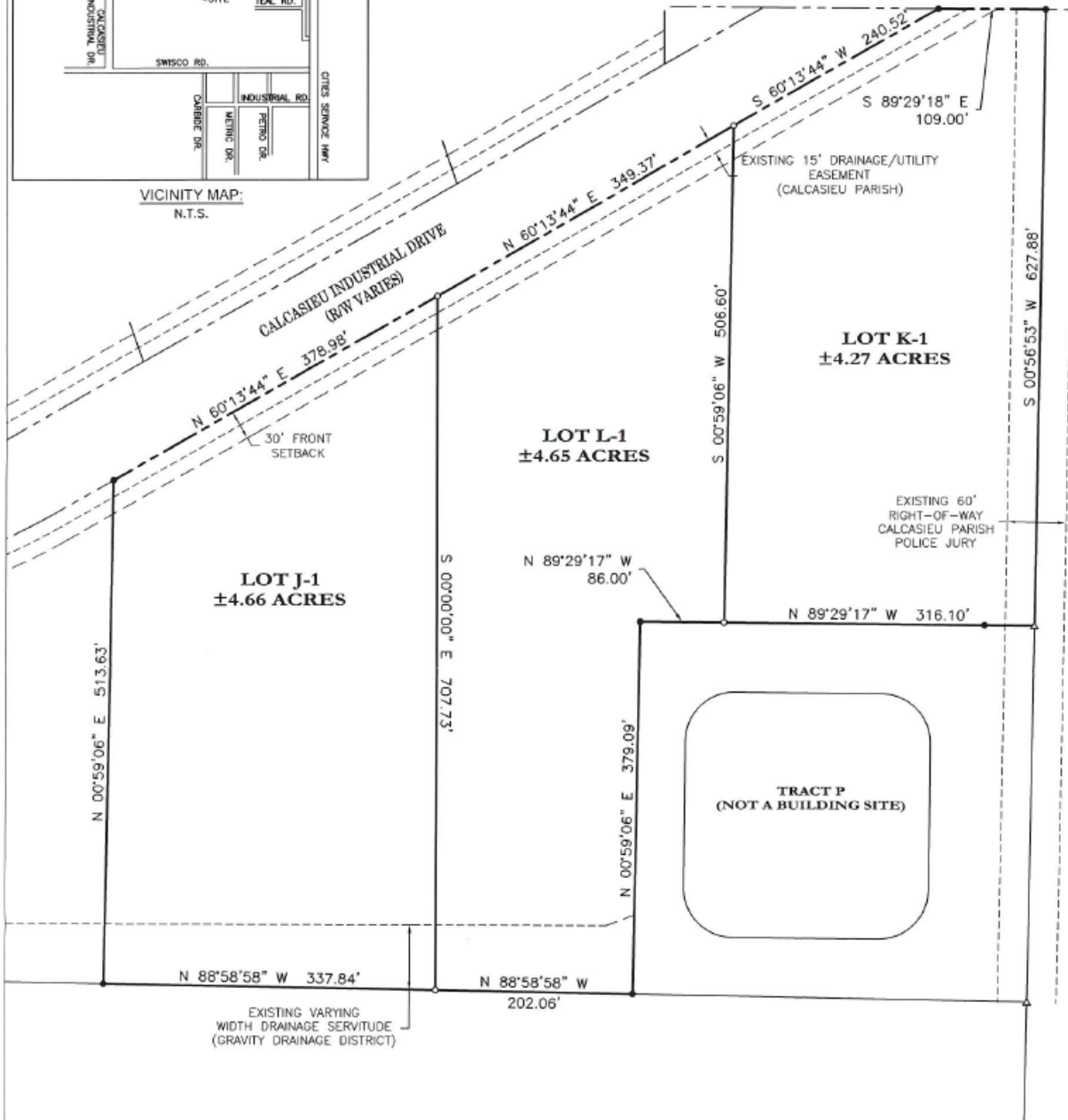


ROBERT T. RATCLIFF, SR.
Certifying Official

CALCASIEU INDUSTRIAL PARK SUBDIVISION
LOTS J-1, K-1 & L-1
BEING A RE-SUBDIVISION OF LOTS J,K & L
CALCASIEU INDUSTRIAL PARK
SUBDIVISION UNIT II
LOCATED IN THE SE 1/4 - SE 1/4 SECTION 1, T10S-R10W,
CITY OF SULPHUR, CALCASIEU PARISH, LOUISIANA



VICINITY MAP:
N.T.S.



REFERENCE PLAT:
CALCASIEU INDUSTRIAL PARK SUBDIVISION UNIT II, LOTS F,G,H,J,K,L &
TRACT P BY COLBY C. BULLER DATED JULY 17, 2018.

BASIS OF BEARING:
GRID NORTH, LOUISIANA STATE PLANE COORDINATE SYSTEM, SOUTH
ZONE, NAD 83.

GENERAL NOTE:
NO ATTEMPT HAS BEEN MADE BY MONCEAUX-BULLER & ASSOCIATES,
L.L.C., TO VERIFY TITLE, ACTUAL OWNERSHIPS, SERVITUDES,
EASEMENTS, RIGHTS-OF-WAY OR OTHER BURDENS ON THE
PROPERTY, OTHER THAN THAT FURNISHED BY THE CLIENT OR HIS
REPRESENTATIVE.

THIS SURVEY DOES NOT CONSTITUTE A WETLANDS DETERMINATION,
ENVIRONMENTAL SITE ASSESSMENT OR SUB-SURFACE INVESTIGATION.

LEGAL DESCRIPTION OF TRACT BEING SUBDIVIDED:
LOT J, LOT K & LOT L CALCASIEU INDUSTRIAL PARK
SUBDIVISION UNIT II

CERTIFICATION

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE BY ME
OR UNDER MY DIRECT SUPERVISION AND THAT THIS DRAWING ACCURATELY
REFLECTS THE FINDINGS OF SAID SURVEY, AND THAT THIS SURVEY
CONFORMS TO A CLASS C SURVEY IN ACCORDANCE WITH THE STATE OF
LOUISIANA MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

Colby C. Buller
COLBY C. BULLER, P.E., P.L.S.
LA REG. NO. 4917

6-16-21
DATE

SEALY-RATCLIFF SWISCO RD., LLC

ROBERT RATCLIFF, SR.

9/7/2021
DATE

CITY OF SULPHUR PLANNING DIVISION

STACY DOWDEN

DATE



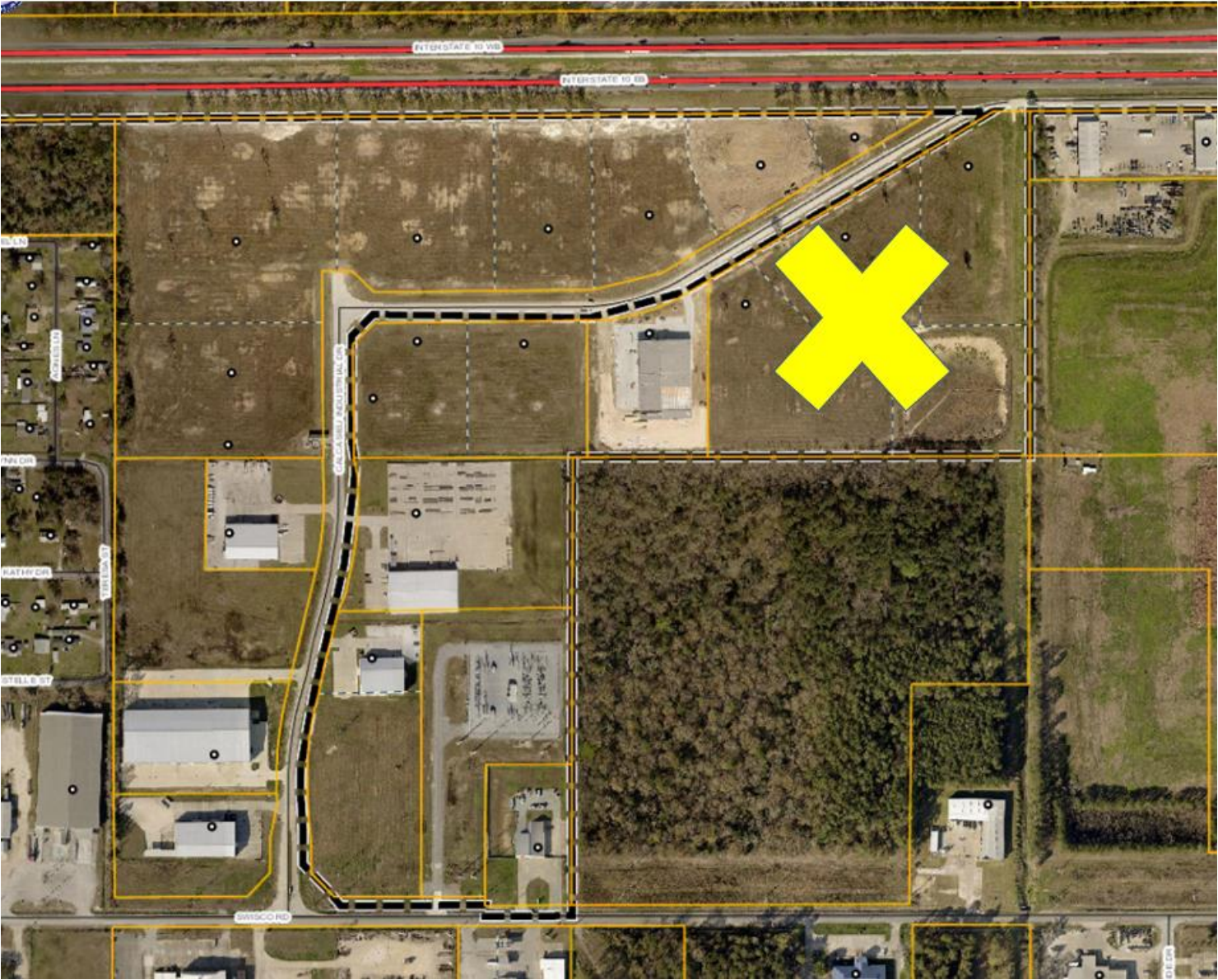
- LEGEND:
- FOUND 1/2" IRON ROD
(UNLESS OTHERWISE NOTED)
 - ▲ CALCULATED CORNER
 - SET 1/2" IRON ROD

DESIGNED: CCB
DETAILED: CCB
CHECKED: CCB
PROD: 18-85 RESUB

MONCEAUX
& Associates, LLC
civil engineers & land surveyors
610 Decoto Street Alexandria, LA 71301
Tel: 318.442.8465 Fax: 318.442.8799

FOR: SEALY-RATCLIFF SWISCO RD. LLC
AT REQUEST: GREGG THOMPSON

DATE: 06/16/21
SHEET NO. 01





ORDINANCE NO. _____, M-C SERIES

ORDINANCE GRANTING THE SUBDIVIDING OF LOTS TO PHILLIP GRINDOL, 2320 TIMBERLANE DRIVE.

WHEREAS, in accordance with Chapter 18, Section 2 (c) and Appendix B, Article III, Part I, Section 1, (6) (c) and (e) of the Code of Ordinances of the City of Sulphur, application has been received from Phillip Grindol, 2320 Timberlane Drive, for property described as follows:

(BACK YARD POND SUBDIVISION)
THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4-NW/4) OF SECTION 1, TOWNSHIP 10 SOUTH, RANGE 10 WEST, LA. MERIDIAN, CALCASIEU PARISH, LOUISIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING ON THE NORTH LINE OF TIMERLAND DRIVE AT A POINT THAT IS 190.00 FEET NORTH AND 177.66 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4-NW/4) OF SECTION 1, TOWNSHIP 10 SOUTH, RANGE 10 WEST; THENCE NORTH 00°50'10" EAST 295.00 FEET TO THE SOUTH LINE OF KEENE DRIVE; THENCE SOUTH 89°07'16" EAST ALONG SAID SOUTH LINE 362.33 FEET; THENCE SOUTH 00°58'10" WEST 295.00 FEET TO THE AFORESAID NORTH LINE OF TIMBERLAND DRIVE; THENCE NORTH 89°07'16" WEST ALONG SAID NORTH LINE 362.33 FEET TO THE POINT OF COMMENCEMENT.

HEREIN DESCRIBED TRACT/SUBDIVISION CONTAINING 2.454 ACRES, MORE OR LESS, AND SUBJECT TO ANY RIGHTS OF WAY, SERVITUDES AND/OR EASEMENTS OF RECORD OR BY USE.

WHEREAS, this subdividing of lots is accepted by the City of Sulphur and may be withdrawn by the City of Sulphur should said plat 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; and

WHEREAS, Grantee hereby agrees and contracts to hold Grantor harmless from any damages created and/or caused by the acceptance of this plat, 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; and

WHEREAS, if City Council does hereby accept this plat and the owner of such 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 subdivision; and

WHEREAS, no work shall commence until all applicable permits are obtained. In the event work is commenced prior to obtaining all applicable permits, this acceptance of plat shall be withdrawn and considered null and void.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant the subdividing of lots to Phillip Grindol, 2320 Timberlane Drive.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2021.

JOY ABSIRE, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2021, at _____ o'clock _____.m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received
from the Mayor at _____ o'clock _____.m.
on this _____ day of _____,
2021, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk



Memo

To: Land Use

From: Stacy Dowden
Director of Public Works

cc: Arlene Blanchard, Mayor Mike Danahay

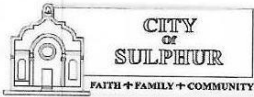
Date: 9/15/2021

Re: 2. Resolution granting the subdividing of lots to Phillip Grindol, 2320 Timberlane Drive.

Application:

The applicant is requesting subdivision of property located at 2320 Timberlane Drive. Road and utilities are existing and lots are conforming with current City Ordinances.





CITY OF SULPHUR

APPLICATION FOR

DEVELOPMENT APPROVAL

Date Received

8/13/21

\$50.00 Fee (Non-Refundable)

pd. 8-16-21

(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

Phillip Grindol

DATE

8-12-21

PROPERTY OWNER INFORMATION

Name of Property Owner

Backyard Pond

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

Mailing Address:

2320 Timberlane Dr

Email:

PWGrindol@Juno.Com

Phone Number (H)

337-526-3474

(W)

Same

(C)

Same

PROPERTY INFORMATION

Location Address:

2320 Timberlane Dr - Sulphur

Present Zoned Classification:

Single Family

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

See plat

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

☐ REZONE ☐ EXCEPTION ☒ SUBDIVISION

REQUEST INFORMATION

☐ BILLBOARD ☐ PRE. PLAT ☐ FINAL PLAT☐ DOES REZONE REQUIRE FENCING

he said fencing around pond after construction

NAME OF SUBDIVISION

Back Yard Pond

Zoning Change: From

N.T. Sub.

To

Purpose of Request:

To subdivide property.

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

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

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

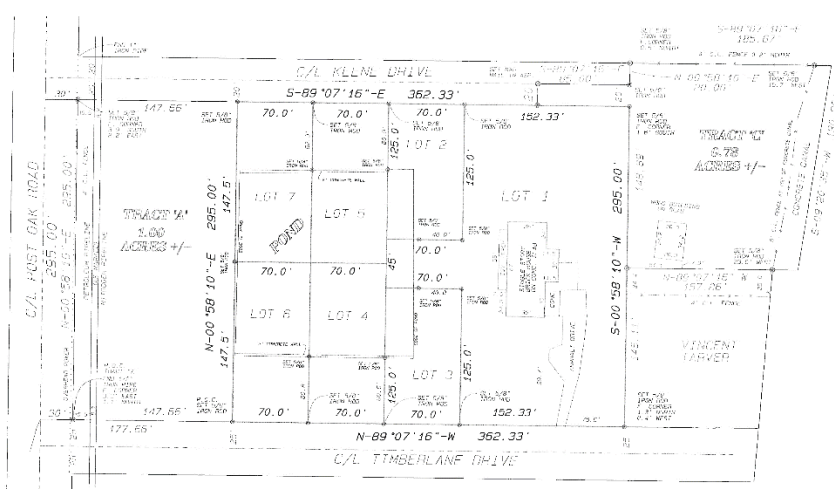
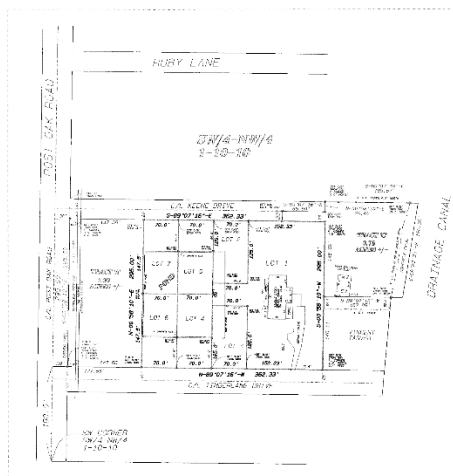
Applicant Signature:

Phillip Grindol

Date:

8-12-21

- | | Yes | No | N/A |
|---------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|--------------------------|
| 1. Is site located within the City Limits? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Will the proposed use be a nuisance to the surrounding area because of odors, vibrations, unsightly areas or other unwarranted elements? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Is the capacity of the road and off-street parking facilities adequate for use by the proposed development? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Will the location be served by a fire protection? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Can the proposed development be expected to adversely affect the character/aesthetics of the area involved? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Is property within a designated flood hazard area? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Flood zone classification | bfe | 10' 2" ft. | per spec |

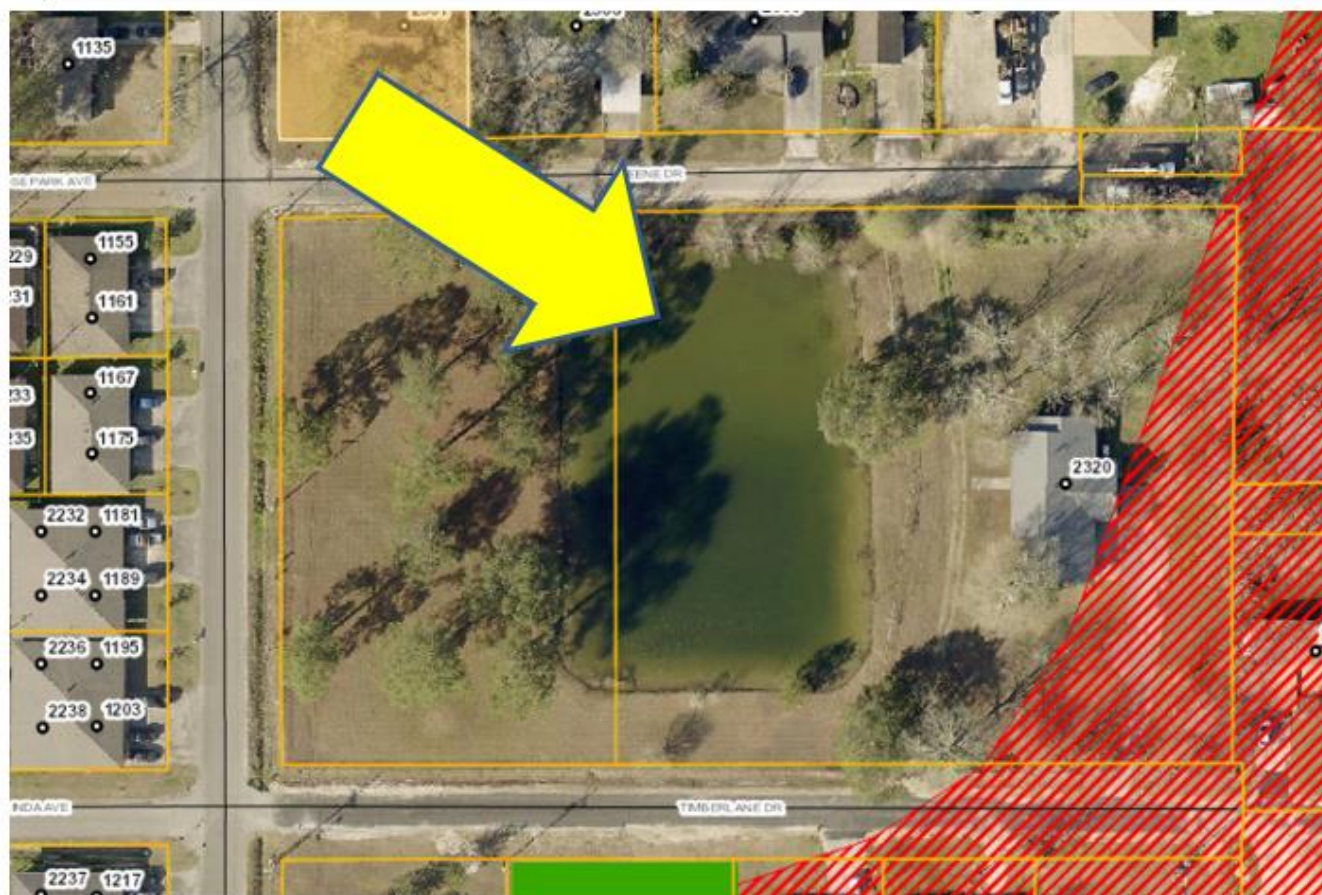


AMERICAN SURVEYORS
 210 W. NAPOLEON ST.
 SULPHUR LA. 70663
 PH. 337-527-0400
 FAX 337-528-0908

DATE: 8/10/2019 23:51

Donald R. Dwyer

The lots will be subdivided over the pond area. The proposed homes will be built to make the back porches overhanging into the water. Three homes will face Keene Drive and three homes will face Timberlane Drive with each of their back porches being constructed over the pond.







ORDINANCE NO. M-C SERIES

ORDINANCE GRANTING A REZONE TO CARMEN HOLLAND, 1515
LEBLANC STREET, FROM RESIDENTIAL TO MIXED RESIDENTIAL
TO BUILD TWO SETS OF DUPLEXES.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a rezone to Carmen Holland, 1515 LeBlanc Street, from Residential to Mixed Residential to build two sets of duplexes for the following described property:

THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN LOT 69 OF THE THIRD SUBDIVISION OF SULPHUR FARMS, A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 10 SOUTH, RANGE 10 WEST, LA, MER., AS PER PLAT FILED IN THE RECORDS OF CALCASIEU PARISH, LOUISIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING 629.99 FEET WEST AND 20.1 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 69; THENCE WEST A DISTANCE OF 100.0 FEET; THENCE NORTH A DISTANCE OF 154.79 FEET; THENCE EAST A DISTANCE OF 100.0 FEET; THENCE SOUTH A DISTANCE OF 154.79 FEET TO THE POINT OF COMMENCEMENT.

HEREIN DESCRIBED TRACT CONTAINING 0.355 ACRES, MORE OR LESS.

WHEREAS, this rezone is accepted by the City of Sulphur and may be withdrawn by the City of Sulphur should said plat 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; and

WHEREAS, Grantee hereby agrees and contracts to hold Grantor harmless from any damages created and/or caused by the approval 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; and

WHEREAS, if City Council does hereby grant this rezone the owner of such 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; and

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

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a rezone to Carmen Holland, 1515 LeBlanc Street, from Residential to Mixed Residential to build two sets of duplexes.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2021.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2021, at _____ o'clock _____.m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received
from the Mayor at _____ o'clock _____.m.
on this _____ day of _____,
2021, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk



Memo

To: Land Use

From: Stacy Dowden
Director of Public Works

cc: Arlene Blanchard, Mayor Mike Danahay

Date: 9/15/2021

Re: 4. Resolution granting a rezone to Carmen Holland, 1515 LeBlanc Street, from Residential to Mixed Residential to build 2 sets of duplexes.

Application:

The applicant is requesting a rezone from Residential to Mixed Residential to build 2 duplexes. The property to the W, E, and S is Residential, and there is a property to the North that is Mixed Residential.









CITY OF SULPHUR
APPLICATION FOR
DEVELOPMENT APPROVAL

Date Received _____

\$50.00 Fee (Non-Refundable) pd.

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 Carmen Holland DATE Aug. 11, 2021

PROPERTY OWNER INFORMATION

Name of Property Owner Carmen Holland

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

Mailing Address 889 Shell Beach Dr Lake Charles 70601

Email carmensmith084@yahoo.com

Phone Number (H) 337-496-3912 (W) _____ (C) _____

PROPERTY INFORMATION

Location Address 1515 Leblanc St. Sulphur, La. 70663

Present Zoned Classification Residential

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

Commencing 511 ft. West of the Southeast Corner Lot 69 of the THIRD SUBDIVISION of
SULPHUR FARMS in Section 2, Township 10 South, Range 10 West, as per plat recorded in Plat Book 3
at page 158, Records of Calcasieu Parish, La. thence west 219 ft. thence North 174.9 ft

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 CH

(See index card contd.)

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

☐ DOES REZONE REQUIRE FENCING

NAME OF SUBDIVISION _____

Zoning Change: From Residential To Mixed Residential

Purpose of Request: We would like to build a nice duplex on the property.

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 Carmen Holland Date: Aug 11, 2021

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







ORDINANCE NO. _____, M-C SERIES

ORDINANCE GRANTING THE SUBDIVIDING OF LOTS TO
CARMEN HOLLAND, 1515 LEBLANC STREET.

WHEREAS, in accordance with Chapter 18, Section 2 (c) and Appendix B, Article III, Part I, Section 1, (6) (c) and (e) of the Code of Ordinances of the City of Sulphur, application has been received from Carmen Holland, 1515 LeBlanc Street, for property described as follows:

DESCRIPTION TRACT A

THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN LOT 69 OF THE THIRD SUBDIVISION OF SULPHUR FARMS, A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 10 SOUTH, RANGE 10 WEST LA. MER., AS PER PLAT FILED IN THE RECORDS OF CALCASIEU PARISH, LOUISIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING 511 FEET WEST AND 20.1 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 69; THENCE WEST A DISTANCE OF 118.99 FEET; THENCE NORTH A DISTANCE OF 154.79 FEET; THENCE EAST A DISTANCE OF 118.99 FEET; THENCE SOUTH A DISTANCE OF 154.79 FEET TO THE POINT OF COMMENCEMENT.

HEREIN DESCRIBED TRACT CONTAINING 0.423 ACRES, MORE OR LESS.

DESCRIPTION TRACT B

THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN LOT 69 OF THE THIRD SUBDIVISION OF SULPHUR FARMS, A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 10 SOUTH, RANGE 10 WEST, LA, MER., AS PER PLAT FILED IN THE RECORDS OF CALCASIEU PARISH, LOUISIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING 629.99 FEET WEST AND 20.1 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 69; THENCE WEST A DISTANCE OF 100.0 FEET; THENCE NORTH A DISTANCE OF 154.79 FEET; THENCE EAST A DISTANCE OF 100.0 FEET; THENCE SOUTH A DISTANCE OF 154.79 FEET TO THE POINT OF COMMENCEMENT.

HEREIN DESCRIBED TRACT CONTAINING 0.355 ACRES, MORE OR LESS.

WHEREAS, this subdividing of lots is accepted by the City of Sulphur and may be withdrawn by the City of Sulphur should said plat 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; and

WHEREAS, Grantee hereby agrees and contracts to hold Grantor harmless from any damages created and/or caused by the acceptance of this plat, 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; and

WHEREAS, if City Council does hereby accept this plat and the owner of such 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 subdivision; and

WHEREAS, no work shall commence until all applicable permits are obtained. In the event work is commenced prior to obtaining all applicable permits, this acceptance of plat shall be withdrawn and considered null and void.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant the subdividing of lots to Carmen Holland, 1515 LeBlanc Street.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2021.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2021, at _____ o'clock _____.m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received
from the Mayor at _____ o'clock _____.m.
on this _____ day of _____,
2021, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk



Memo

To: Land Use

From: Stacy Dowden
Director of Public Works

cc: Arlene Blanchard, Mayor Mike Danahay

Date: 9/15/2021

Re: 3. Resolution granting the subdividing of lots to Carmen Holland, 1515 LeBlanc Street, to allow for 2 sets of duplexes.

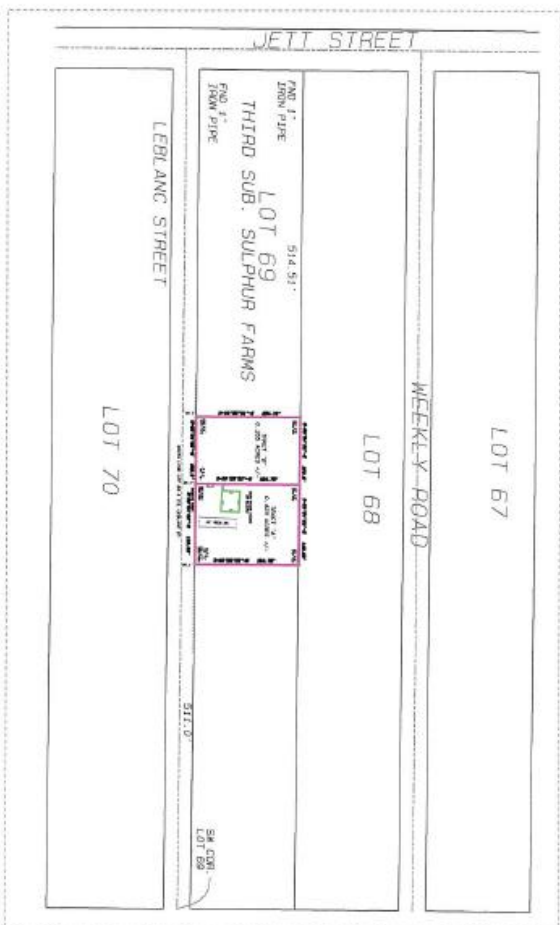
Application:

The applicant is requesting the subdivision of the property located at 1515 LeBlanc Street. The road and utilities are existing and the lots would conform to the current ordinances of the City.





VICINITY SKETCH



DESCRIPTION - TRACT "A"

THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN LOT 69 OF THE THIRD SUBDIVISION OF SULPHUR FARMS, A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 10 SOUTH, RANGE 10 WEST, LA. MER., AS PER PLAT FILED IN THE RECORDS OF CALCASIEU PARISH, LOUISIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING 511 FEET WEST AND 20.1 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 69; THENCE WEST A DISTANCE OF 118.99 FEET; THENCE NORTH A DISTANCE OF 154.79 FEET; THENCE EAST A DISTANCE OF 118.99 FEET; THENCE SOUTH A DISTANCE OF 154.79 FEET TO THE POINT OF COMMENCEMENT. HEREIN DESCRIBED TRACT CONTAINING 0.423 ACRES, MORE OR LESS.

DESCRIPTION - TRACT "B"

THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN LOT 69 OF THE THIRD SUBDIVISION OF SULPHUR FARMS, A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 10 SOUTH, RANGE 10 WEST, LA. MER., AS PER PLAT FILED IN THE RECORDS OF CALCASIEU PARISH, LOUISIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING 629.99 FEET WEST AND 20.1 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 69; THENCE WEST A DISTANCE OF 100.0 FEET; THENCE NORTH A DISTANCE OF 154.79 FEET; THENCE EAST A DISTANCE OF 100.0 FEET; THENCE SOUTH A DISTANCE OF 154.79 FEET TO THE POINT OF COMMENCEMENT. HEREIN DESCRIBED TRACT CONTAINING 0.355 ACRES, MORE OR LESS.

SURVEY AND MAP
PREPARED FOR

CARMEN HOLLAND

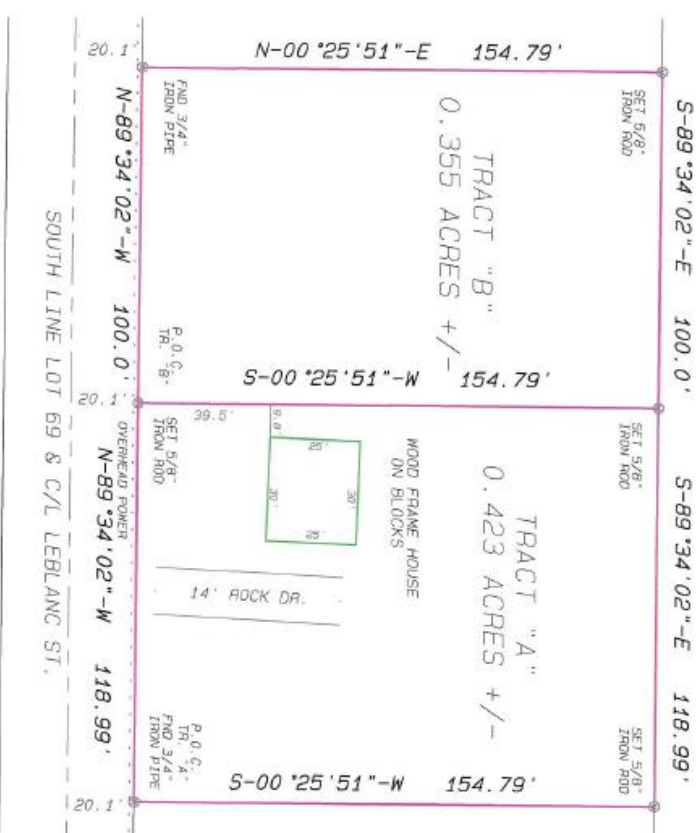
LEBLANC STREET

THE SEPARATE, EASEMENTS AND/OR RIGHTS OF WAY SHOWN (IF ANY) ON THIS SURVEY ARE LIMITED TO THOSE SET FORTH IN THE DESCRIPTION PROVIDED TO THE SURVEYOR BY THE CLIENT AND THERE IS NO REPRESENTATION THAT ALL APPLICABLE SEPARATE, EASEMENTS AND/OR RIGHTS OF WAY ARE SHOWN HEREON. THE SURVEYOR HAS NOT REQUESTED OF AND HAS NOT MADE ANY PUBLIC RECORD SEARCH TO DETERMINE IF SUCH SEPARATE, EASEMENTS AND/OR RIGHTS OF WAY AFFECT THE PROPERTY.

CERTIFICATION: I HEREBY CERTIFY THAT THIS PLAT REPRESENTS AN ACTUAL SURVEY PERFORMED ON THE GROUND BY ME OR BY OTHERS UNDER MY DIRECT SUPERVISION AND CONFORMS TO THE MINIMUM STANDARDS OF A CLASS "C" SURVEY AS SET FORTH BY THE LOUISIANA STATE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

Donald R. Hayes
Donald R. Hayes L.A. REG. #4723

DETAIL SKETCH



SURVEYOR'S NOTES:

THE HEADINGS SHOWN BETWEEN ARE GRID BEARINGS REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD 83). THIS SURVEY IS CERTIFIED TO THE ORIGINAL DRAWING AS SHOWN ON THIS PLAT OF SURVEY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE OR FOR ANY OTHER PURPOSE. THE SURVEYOR IS BASED ON THE INFORMATION AND REPRESENTATION PROVIDED TO THE SURVEYOR BY THE CLIENT. THE SURVEYOR OFFERS NO GUARANTEE TO THE VALIDITY OF THE TITLE OR ANY PROPERTY.

AMERICAN SURVEYORS

210 WEST NAPOLÉON ST.
SULPHUR LA. 70663
PH. 337-527-0420
FAX 337-888-3221

DATE: AUGUST 23, 2021

Donald R. Hayes



CITY OF SULPHUR
APPLICATION FOR
DEVELOPMENT APPROVAL

Date Received _____

\$50.00 Fee (Non-Refundable) pd.

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 Carmen Holland DATE Aug. 11, 2021

PROPERTY OWNER INFORMATION

Name of Property Owner Carmen Holland

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

Mailing Address 889 Shell Beach Dr Lake Charles 70601

Email carmensmith084@yahoo.com

Phone Number (H) 337-496-3912 (W) _____ (C) _____

PROPERTY INFORMATION

Location Address 1515 Leblanc St. Sulphur, La. 70663

Present Zoned Classification Residential

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

Commencing 511 ft. West of the Southeast Corner Lot 69 of the THIRD SUBDIVISION of
SULPHUR FARMS in Section 2, Township 10 South, Range 10 West, as per plat recorded in Plat Book 3
at page 158, Records of Calcasieu Parish, La. thence west 219 ft. thence North 174.9 ft

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 CH

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

NAME OF SUBDIVISION _____

Zoning Change: From Residential To Mixed Residential

Purpose of Request:
We would like to build a nice duplex on the
property.

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 Carmen Holland Date: Aug 11, 2021

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

(See index card contd.)







ORDINANCE NO. _____, M-C SERIES

ORDINANCE ENTERING INTO A MUTUAL AID AGREEMENT WITH THE LOUISIANA OFFICE OF STATE FIRE MARSHAL TO HELP AID IN THE PROTECTION OF LIFE AND PROPERTY IN THE EVENT OF EMERGENCIES, DISASTERS AND/OR CIVIL DISTURBANCES.

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 Mutual Aid Agreement with the Louisiana Office of State Fire Marshal to help aid in the protection of life and property in the event of emergencies, disasters and/or civil disturbances.

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 _____, 2021.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2021, at _____ o'clock _____.m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received
from the Mayor at _____ o'clock _____.m.
on this _____ day of _____,
2021, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk



MUTUAL AID AGREEMENT

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

This **MUTUAL AID AGREEMENT** ("Agreement") is entered into by and between the following participating Parties, to wit:

- 1) The **Louisiana Office of State Fire Marshal**, represented herein by Chief Butch Browning, Fire Marshal, duly authorized, and
- 2) The **Fire Chiefs** of each **Parish** and **City** fire departments entering into this agreement as a signatory thereto by execution of this agreement in counterpart copies, whose names and addresses are listed below separately, each of whom is hereinafter referred to collectively as "Chiefs," each duly authorized by their respective municipality or parish;

hereinafter, collectively, "the Parties", who agree to become Parties to this agreement and do hereby bind themselves and their successors to its terms and conditions until same is mutually terminated or any individual Party withdraws from same in writing, as provided by Section 19 herein.

RECITALS

The verbal agreement entered into between the Parties is hereby formalized by the Parties hereto by execution of this document, which agreement includes prior services rendered described herein.

The Parties recognize the vulnerability of the people and communities located within the state to damage, injury, and loss of life and property resulting from disasters and/or civil disturbances and emergencies and recognize that disasters and/or civil disturbances and emergencies may present requirements for equipment, services, supplies, manpower and other resources beyond the capacity of each individual Party; and

The Parties must confront the threats to public health and safety posed by possible terrorist actions and weapons of mass destruction and other incidents of man-made origin, and the threats to public health and safety from natural disasters or man-made events, all capable of causing severe damage to property and danger to life; and

The Parties to this Agreement recognize that Mutual Aid has been provided among them in the past and have determined that it is in the best interests of their local governmental subdivision, themselves and their citizens to create a plan to foster communications and the sharing of resources, personnel and equipment in the event of incidents, emergencies or disasters arising out of natural or man-made events; and

The Parties desire to secure for themselves and their citizenry the benefits of reciprocal Mutual Aid for the protection of life and property in the event of such incidents, emergencies or disasters; and

The Parties wish to make suitable arrangements for furnishing Mutual Aid in coping with such incidents, emergencies, disasters and/or civil disturbances and are so authorized and make this Agreement pursuant to La. R.S. 29:721 et seq., and other applicable provisions of law; and

The Parties recognize that a formal agreement for reciprocal Mutual Aid will allow for better coordination of effort, will provide that adequate equipment and manpower is available, and will help ensure that Mutual Aid is accomplished in the minimum time possible in the event of a disaster or civil disturbance or emergency, and thus desire to enter into an agreement to provide Mutual Aid.

It is expressly understood that any Mutual Aid extended under this Agreement and the operational plans adopted pursuant thereto, is furnished in accordance with the "Louisiana Homeland Security and Emergency Assistance and Disaster Act" and other applicable provisions of law.

NOW, THEREFORE, the Parties agree as follows:

1. **RECITALS.** The recitals set forth above are true and correct.
 2. **DEFINITIONS.** For purposes of this Agreement, the terms listed below will have the following meanings:
 - A. **AGREEMENT** - this Mutual Aid Agreement, duly executed, together with an online Electronic Mission Request made through the State of Louisiana emergency operations website, such as WebEOC, or other established form of electronic communication.
 - B. **ASSISTING PARTY** - the Party furnishing equipment, supplies, facilities, services, and/or manpower to the Requesting Party.
 - C. **CIVIL DISTURBANCE OR EMERGENCY** - an unforeseen combination of circumstances or the resulting consequences thereof within the geographic limits of a given jurisdiction that calls for immediate action or for which there is an urgent need for assistance or relief to protect the general citizenry.
 - D. **DISASTER** - means the result of a natural or man-made event which causes loss of life, injury, and property damage, including but not limited to natural disasters such as hurricane, tornado, storm, flood, high winds, and other weather related events, forest and marsh fires, and man-made disasters, including but not limited to nuclear power plant incidents, hazardous materials incidents, oil spills, explosion, civil disturbances, public calamity, acts of terrorism, hostile military action, and other events related thereto, as defined by La. R.S. 29:723, requiring emergency action.
 - E. **EMERGENCY** - means, as defined by La. R.S. 29:723:
 - (a) The actual or threatened condition which has been or may be created by a disaster; or
 - (b) (i) Any natural or man-made event which results in an interruption in the delivery of utility services to any consumer of such services and which affects the safety, health, or welfare of a Louisiana resident; or
 - (ii) Any instance in which a utility's property is damaged and such damage creates a dangerous condition to the public.
 - (iii) Any national or state emergency, including acts of terrorism or a congressional authorization or presidential declaration pursuant to the War Powers Resolution (50 U.S.C. 1541 et seq.).
-

- F. MUTUAL AID - includes, but is not limited equipment, services, supplies, manpower, and other resources beyond the capacity of each individual Party;
- G. PARISH PRESIDENT - means the president of any parish, mayor-president, mayor of New Orleans (Orleans Parish), or police jury president, as defined by La. R.S. 29:723.
- H. REQUESTING PARTY - the Party requesting aid in the event of a disaster or a civil disturbance or emergency.
- I. TERRORISM OR ACTS OF TERRORISM - shall have the same meaning as provided in R.S. 14:128.1.
3. PARTY'S EMERGENCY MANAGEMENT PLAN. Each Party shall prepare and keep current an emergency management plan for its jurisdiction to provide for emergency and/or disaster mitigation, preparedness, response and recovery, in accordance with La. R.S. 29:722. The emergency management plan shall incorporate the use of available resources, including personnel, equipment and supplies necessary to provide and/or receive Mutual Aid. The emergency management plan shall be submitted to the Louisiana Office of Homeland Security and Emergency Preparedness for review and approval.
4. EMERGENCY MANAGEMENT COORDINATION. Each Party shall coordinate with the parish office of homeland security and emergency preparedness and/or the chief executive officer of the town or city, as the occasion may require, whenever an emergency develops within a parish or municipality.
5. ACTIVATION OF AGREEMENT. This Agreement may be activated by The Louisiana Office of State Fire Marshal, or any Parish or City Fire Chief who is a Party to this agreement, upon any one of the following conditions:
- (a) A declaration of a local state of disaster pursuant to La. R.S. 29:727(E);
 - (b) A finding or proclamation of a disaster or state of civil disturbance or emergency by the governor pursuant to La. R.S. 29:724; or
 - (c) A finding of the occurrence or imminent threat of an emergency by a Party to the agreement such that local capabilities are predicted to be exceeded.
- The response of the Assisting Party pursuant to this Agreement shall continue until the services of the Assisting Parish are no longer required or the services of the Assisting Party can no longer be provided.
6. PROCEDURES FOR REQUESTS AND PROVISION OF MUTUAL AID. A Party to this agreement or his or her designee, such as the "Chiefs", may request Mutual Aid assistance by:
- 1. Submitting an online Electronic Mission Request made through the State of Louisiana Emergency Operations website, such as WebEOC, or other established form of electronic communication, for Assistance to an Assisting Party, or
 - 2. Orally communicating a request for Mutual Aid assistance to an Assisting Party, which shall be followed by an online Electronic Mission Request made through the State of Louisiana Emergency Operations website, such as WebEOC, or other established form of
-

electronic communication, as soon as circumstances allow, preferably within 24 hours.

Mutual Aid shall not be requested by a Party unless it is directly related to the disaster or emergency and resources available from the normal responding agencies to the stricken area are deemed to be inadequate, or are predicted to be expended prior to resolution of the situation. All requests for Mutual Aid must be transmitted by the Requesting Party or by his or her designee, who shall provide notification to the director of the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) contemporaneous with the request.

A. REQUESTS DIRECTLY TO ASSISTING PARTY: The Requesting Party may directly contact the Assisting Party, or his or her designee, and provide the necessary information as prescribed in Section 6.B.

B. REQUIRED INFORMATION BY REQUESTING PARTY. Each Electronic Mission Request for assistance shall be accompanied by the following information, to the extent known:

- 1) A general description of the damage or injury sustained or threatened;
- 2) Identification of the emergency service function or functions for which assistance is needed (e.g. fire, law enforcement, emergency medical, search and rescue, transportation, communications, public works and engineering, building, inspection, planning and information assistance, mass care, resource support, health and other medical services, etc.), and the particular type of assistance needed;
- 3) The amount and type of personnel, equipment, materials, supplies, and/or facilities needed and a reasonable estimate of the length of time that each will be needed; and
- 4) The location or locations to which the resources are to be dispatched and the specific time by which the resources are needed; and
- 5) The name and contact information of a representative of the Requesting Party to meet the personnel and equipment of any Assisting Party at each location to which resources are dispatched.

This information shall be provided in the Electronic Mission Request and made a part of this agreement, together with any supplementary documentation which may be needed.

C. ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE. When contacted by a Requesting Party, the Party from which aid is requested or his or her designee agrees to assess local resources to determine availability of personnel, equipment, and other assistance based on current or anticipated needs. All Parties shall render assistance to the extent personnel, equipment, and resources are deemed available. No Party shall be required to provide Mutual Aid unless it determined that it has sufficient resources to do so based on current or anticipated events within its own jurisdiction.

D. INFORMATION REQUIRED OF THE ASSISTING PARTY. A Party or his or her designee who determines that the Assisting Party has available personnel, equipment, or other resources, shall so notify the Requesting Party and provide the following information, to the extent known:

- 1) A complete description of the personnel and their expertise and capabilities, equipment, and other resources to be furnished to the Requesting Party;
 - 2) The estimated length of time that the personnel, equipment, and other resources will be available;
-

- 3) The name of the person or persons to be designated as supervisory personnel; and
- 4) The estimated time of arrival for the assistance to be provided to arrive at the designated location.

This information shall be provided in the Electronic Mission Request and made a part of this agreement, together with any supplementary documentation which may be needed.

- E. SUPERVISION AND CONTROL. When providing assistance under the terms of this Agreement, the response effort SHALL be organized and functioning according to the Louisiana Emergency Operations Plan and the personnel, equipment, and resources of any Assisting Party will be under the operational control of the Requesting Party as dictated, organized and functioning according to the National Incident Management System (NIMS). Direct supervision and control of personnel, equipment, and resources and personnel accountability of the Assisting Party shall remain with the designated supervisory personnel of the Assisting Party. The designated supervisory personnel of the Assisting Party shall: maintain daily personnel time records, material records, and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Assisting Party; and shall report work progress to the Requesting Party. The Assisting Party's personnel and other resources shall remain subject to recall by the Assisting Party at any time, subject to reasonable notice to the Requesting Party.
 - F. MUTUAL AID PLAN. By their signatures below, each Party hereto certifies that it will provide Mutual Aid assistance under this Agreement in accordance with its terms.
 - G. FOOD, HOUSING, AND SELF-SUFFICIENCY: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location to the time of their departure. However, Assisting Party personnel and equipment should be, to the greatest extent possible, self-sufficient while working in the area of the civil disturbance, emergency, or disaster. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.
 - H. COMMUNICATIONS: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Assisting Party and the Requesting Party. Assisting Party personnel should be prepared to furnish their own communications equipment sufficient only to maintain communications among their respective operating units, if such is practicable.
 - I. RIGHTS AND PRIVILEGES: Personnel who are assigned, designated, or ordered by a Party to this agreement to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and workers' compensation benefits, where applicable, as though the service had been rendered within the limits of the jurisdiction where the personnel are regularly employed.
-

- J. TERM OF DEPLOYMENT: The initial duration of a request for assistance will be specified by the Requesting Party, to the extent possible by the situation.
- K. SUMMARY REPORT: Within ten working days of the return of all personnel deployed under this Agreement, the Requesting Party will prepare a Summary Report of the event, and provide copies to each Assisting Party and to the director of GOHSEP. The report shall, at a minimum, include a chronology of events and description of personnel, equipment, and materials provided by one Party to the other.
7. COSTS. All costs associated with an Assisting Party's provision of Mutual Aid, including but not limited to compensation for Assisting Party's personnel; operation and maintenance of equipment; damage to equipment; medical expenses; and food, lodging and transportation expenses shall be paid for by the Assisting Party and reimbursed by the Requesting Party at actual cost. Requests for reimbursement must be submitted as soon as practicable, preferably within sixty (60) days of the return of all personnel deployed under this Agreement. Such requests shall identify and provide documentation with specificity each service, labor, or equipment provided and the unit and total costs associated with each. The Assisting Party shall be responsible for creating and maintaining for a period of three years a record of all costs incurred, both reimbursed and unreimbursed costs, in providing aid under this Agreement. Nothing in this agreement, nor the activation of the provisions of this agreement, precludes a Party to the agreement from requesting, through GOHSEP, state and/or federal assistance, and/or the issuance of a gubernatorial or presidential declaration of emergency or disaster, according to the Louisiana Homeland Security and Emergency Assistance and Disaster Act or the federal Disaster Relief Act of 1974 (known as the Robert T. Stafford Act- Public law 93-288, 88 Stat. 143), as amended by the Disaster Mitigation Act of 2000.
8. INSURANCE
- A. WORKERS' COMPENSATION COVERAGE: Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Louisiana Workers' Compensation Act, if benefits are provided by a party prior to delivery or receipt of assistance pursuant to the agreement.
- B. AUTOMOBILE LIABILITY COVERAGE: Each Party shall be responsible for its own actions and is responsible for complying with the Louisiana motor vehicle financial responsibility laws.
- C. GENERAL LIABILITY and PUBLIC OFFICIALS LIABILITY: To the extent permitted by law and without waiving any immunity or limitation of liability or defense available to it, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing Mutual Aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each Party agrees to obtain and maintain general liability and public official's liability, if applicable, or maintain a comparable self-insurance program.
- D. OTHER COVERAGE: The Assisting Party shall provide and maintain their existing packages of medical and death benefit insurance coverage while their personnel are assisting the Requesting Party, where applicable.
-

9. **WAIVER OF CLAIMS AGAINST PARTIES; IMMUNITY RETAINED.** Each Party hereto waives all claims against the other Parties hereto for compensation for any loss or damage, occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the gross negligence or intentional misconduct of an officer, employee, or agent of another Party. No Party waives or relinquishes any immunity, defense, or limitation of liability on behalf of itself, its officers, employees and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contained herein.
10. **EXPENDING FUNDS.** No Party shall have any obligation to expend any funds whatsoever in order to perform any services or furnish aid pursuant to this Agreement. Any funds a Party may elect to expend shall be in that Party's sole discretion.
11. **TERM.** This Agreement shall become effective as to each Party upon signing and shall continue in force and remain binding on each and every Party for an initial term of twelve (12) months from the effective date. This Agreement shall renew automatically for a period of one year upon the completion of the initial term and each subsequent term unless and until such time as a Party terminates its participation in this Agreement pursuant to Section 19 of this Agreement. Termination of participation in this Agreement by a Party or Parties shall not affect the continued operation of this Agreement between and among the remaining Parties.
12. **ENTIRETY.** This Agreement contains all commitments and agreements of the Parties with respect to the Mutual Aid to be rendered hereunder during or in connection with a Disaster and/or Civil Emergency. No other oral or written commitments of the Parties with respect to Mutual Aid under this Agreement shall have any force or effect if not contained herein, except as provided in Section 18 below.
13. **RATIFICATION.** Each Party hereby, by execution of this document, formally acknowledges the prior services rendered described herein.
14. **OTHER MUTUAL AID AGREEMENTS.** It is understood that certain Parties may have heretofore contracted or may hereafter contract with others for Mutual Aid in emergency and/or disaster situations, and it is agreed that, to the extent there is a conflict between this Agreement and any other such Mutual Aid agreement, each Party will determine and prioritize the needs of the Requesting Party and the availability of their resources and allocate them accordingly.
- Notwithstanding the foregoing, the Parties acknowledge that any Party hereto may be a Party to Mutual Aid agreements similar to this Agreement with other parties, including parishes which have Mutual Aid agreements with municipalities within their respective jurisdictions.
15. **INTERLOCAL COOPERATION ACT.** The Parties agree that mutual aid in the context contemplated herein is a "governmental function and service." The Chiefs are "local governmental subdivisions" under La. R.S. 29:723(4), as defined therein, and are authorized to enter into this agreement under La. R.S. 29:730, 29:730.1, 29:730.2, 29:737, and any other applicable provisions of law.
16. **SEVERABILITY.** If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.
-

17. **VALIDITY AND ENFORCEABILITY.** If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.
18. **AMENDMENT.** This Agreement may be amended only by the mutual written consent of the Parties.
19. **TERMINATION.** Any signatory party may give notice of termination of participation in this agreement at any time and submit a copy to all other parties and GOHSEP. Such termination shall become effective not earlier than 30 days after the giving of such notice. The termination by one or more of the Parties of its participation in this Agreement shall not affect the operation of this Agreement as between the other Parties hereto.
20. **THIRD PARTIES.** This Agreement is intended to inure only to the benefit of the Parties hereto, and is not intended to create, nor shall it be deemed or construed to create any rights in third parties.
21. **NOTICE.** Any notice required or permitted between the Parties must be in writing, addressed to the attention of each respective Party, and shall be delivered in person, mailed certified mail return receipt requested, faxed, or emailed to the appropriate addresses or numbers listed on the Electronic Mission Request.
22. **WARRANTY.** The Agreement has been officially authorized by each participating Party and by the authority of each Party hereto by ordinance or resolution, where necessary, and each Party to this agreement guarantees and warrants that the signatory has full authority to execute this agreement and to legally bind the respective Party to this Agreement.
23. **GOVERNING LAW AND VENUE.** The laws of the State of Louisiana shall govern this Agreement, and venue for the purposes of this agreement, shall lie in the Nineteenth Judicial District Court for all matters pertaining to the Louisiana Office of State Fire Marshal. In matters between parties other than the Louisiana Office of State Fire Marshal, the ordinary rules of venue shall apply.
24. **HEADINGS.** The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.
25. **RECORD KEEPING AND COSTS.** The Parties agree to establish and maintain accurate records of events and expenditures related to mutual aid assistance and shall have a financial and record keeping system in place that can be used to track these elements, including personnel, equipment, services, and supplies provided. In order to insure that proper documentation is maintained, each Party agrees to designate a person or persons to coordinate the compilation and filing of records, and to maintain a record for verification of all costs and expenditures. All records created and maintained pursuant to this agreement shall be maintained for a minimum of three (3) years following final
-

reimbursement.

IN WITNESS WHEREOF, the Parties have formalized their mutual aid agreement and executed same on the day, month, and year written below.

THUS DONE AND SIGNED THIS 15 DAY OF August 2020,
BEFORE ME,

NOTARY PUBLIC, IN THE PRESENCE OF THE UNDERSIGNED WITNESSES.

WITNESSES:

LOUISIANA OFFICE OF STATE FIRE
MARSHAL

Robert McLormick

BY:

H. B.
H. "Butch" Browning, Jr., State Fire Marshal

Robert McLormick

Dean A. Smith
Dean A. Smith

Paeton L. Burkett
NOTARY

Printed Name:

Paeton L. Burkett

Notary/BRN

BRN 26871

Commission Expires:

@ death

STATE OF LOUISIANA

PARISH OF CALCASIEU FIRE DEPARTMENT OF CITY OF SULPHUR

THUS DONE AND SIGNED THIS 25th DAY OF August
2021, BEFORE ME, NOTARY PUBLIC, IN THE PRESENCE OF THE UNDERSIGNED
WITNESSES.

WITNESSES:

PARISH OF: CITY OF SULPHUR

Sign:

Josephine Monfils

BY:

Dan Selph
FIRE CHIEF Dan Selph, Sulphur Fire Department

Print Name:

JOSEPHINE MONFILS

Sign:

Beverly Wilson

Print Name:

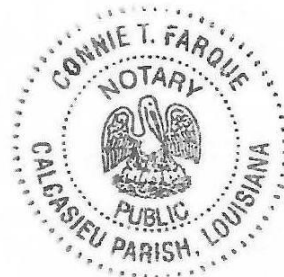
Beverly Wilson

NOTARY Sign:

Connie J. Farque

NOTARY PUBLIC #:

666599



NEED MOTION/SECOND TO AMEND TO ACCEPT HIGHLIGHTED CHANGES BELOW

ORDINANCE NO. _____, M-C SERIES AS AMENDED

ORDINANCE AMENDING CHAPTER 12, ARTICLE III JUNK, TO RENAME
AND RENUMBER - ABANDONED VEHICLES AND NUISANCE
VEHICLES.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Chapter 12, Article III Junk, to rename and renumber – Abandoned Vehicles and Nuisance Vehicles to read as follows:

ARTICLE III. ABANDONED VEHICLES AND NUISANCE VEHICLES

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 officer is the designee of the Director of Municipal Services.

Abandoned vehicles and nuisance vehicles, shall be defined as:

- (1) Creating conditions detrimental to the health, welfare, and safety of the residents of the city by promoting blight and deterioration, inviting plundering, creating fire hazards, constituting a potential attractive nuisance to minors, harboring, or creating breeding grounds for flies, mosquitoes, snakes, rats, and other pests and vermin in or on the premises.
- (2) Motor vehicles, which are self-propelled and designed to travel along the ground, on the water, in the air, and shall also include non-motorized, are not limited to automobiles, buses, motor bikes, motorcycles, motor scooters, trucks, tractors, boats, go-carts, airplanes, watercraft recreational vessels, motor homes, travel trailers, utility trailers, boat trailers, which, by reason of deterioration through rusting, rotting or otherwise, have become inoperable and/or unusable for the purposes for which they were intended.

Abandoned vehicle means a motor vehicle that is left for more than (10) ten days in any of the following circumstances:

-
- (a) Unattended on public property
 - (b) On the shoulder or within the right-of-way of an interstate, multi-lane road, street, or highway, two-lane road, street, or highway, or any road, street or thoroughfare within the City limits of Sulphur.
 - (c) Illegally on public property
 - (d) On private property without the consent of the owner or person in control of the property.

Nuisance or junked vehicle means a motor vehicle where any one or more of the following factors are present and which, in the aggregate, evidence that the motor vehicle is not being used and maintained as an operating motor vehicle and the condition of the motor vehicle or the surrounding area does not indicate that active on-going efforts are underway to return the motor vehicle to operating condition within the immediate future. The factors which may indicate that a motor vehicle is a nuisance vehicle include one or more of the following:

- (a) The motor vehicle is partially dismantled, partially disassembled or wrecked, or lacks major mechanical or body parts;
- (b) The motor vehicle is not capable of movement under its own power in the manner in which it was originally intended, or is otherwise inoperable for use as a motor vehicle; testing for operability of forward movement a minimum of 10 feet and/or backward movement a minimum of 10 feet.
- (c) Based upon the records of the city or from the condition of the motor vehicle, it is readily apparent that it is and has remained inoperable for a period in excess of 30 days;
- (d) The motor vehicle has one or more tires missing or not reasonably inflated to the extent they are useable, or has one or more broken or severely cracked windows;
- (e) The motor vehicle does not have one or more of the following: a current license plate, registration, motor vehicle inspection sticker and/or it is evident that the motor vehicle is not currently operable in a legal manner;
- (f) The motor vehicle is located in an area of a growth of weeds, grass or other noxious vegetation over twelve (12) inches in height;
- (g) The location or condition of the motor vehicle makes it a possible breeding ground or harbor for mosquitoes, other insects, rats, snakes, or other vermin;
- (h) The motor vehicle is a point of collection for pools or ponds of water;
- (i) The motor vehicle is a point of concentration of quantities of gas or oil or other flammable or explosive materials;
- (j) The motor vehicle is a point of collection of garbage, food waste, animal waste or other putrescent matter, or of trash, junk or similar collection of items, alone or in the aggregate;

-
- (k) The motor vehicle has sharp or jagged parts, or has sharp or otherwise dangerous edges or points of metal, plastic or glass;
 - (l) The motor vehicle has areas of confinement (trunk, no doorknobs/window handles) which cannot be operated from the interior of those areas;
 - (m) The motor vehicle has been utilized by minors for recreational activities within the previous 60 days;
 - (n) The motor vehicle is situated or located haphazardly, or is in danger of falling or turning over;
 - (o) The motor vehicle has an accumulation of factors that make it a health or safety hazard.
- (3) Exceptions: The provisions hereto shall not apply to:
- a. A motor vehicle which is completely enclosed within a building, garage, or under a carport, or is otherwise covered and placed at the rear of a residence or other primary structure which is properly maintained and located on the property in such a manner that the vehicle is not visible from the street or other public or private property. Motor vehicle/vehicles not enclosed in a building, garage, or under a carport or placed at the rear of a primary structure shall be enclosed on all boundary lines behind a proper fence of suitable and substantial fence material non-transparent not less than six (6) feet, nor more than eight (8) feet high, and shall properly screen said enclosed vehicle or vehicles causing it to not be visible from the street or other public or private property. Provided further, said fence shall be kept in a constant state of good repair, shall also meet the aesthetic requirements for that area of the city and that no signs or other advertising matter of any kind of character shall be placed upon said fence.
 - b. Any motor vehicle which is 25 years old or older retained by the owner for antique collection purposes; and significantly in its original condition, and which displays a registered antiques license plate, rather than retained by the owner for salvage or for transportation unless the vehicle presents a nuisance, which shall be separately regulated and enforced under the nuisance laws of the City.
 - c. Any motor vehicle upon which regular work is being conducted to make it inspection-ready providing that said work is complete within six (6) months of date violation was communicated to property owner.

Office of ordinance enforcement in and for the city, shall be the duly authorized agent of the director of inspection, permits, licensing and ordinance enforcement department for the enforcement of section 12-31.

Person is any individual, firm partnership, association, corporation, company or organization of any kind.

Sec. 12-32. Junked motor vehicles declared as public nuisance.

The presence of any junked motor vehicle on any private lot, tract or parcel of land, or portion thereof, occupied or unoccupied, improved or unimproved, within the city shall be deemed and is hereby declared a public nuisance; and it shall be unlawful for any person to cause or maintain such a public nuisance by wrecking, dismantling, partially dismantling, rendering inoperable, abandoning or discarding any motor vehicle on the real property of another or to suffer, permit or allow any junked motor vehicle to be parked, left or maintained on his/her real property; provided that this section shall not apply with regard to:

- (1) Any junked motor vehicle or vehicles in an enclosed building;
- (2) Any junked motor vehicle or vehicles in an appropriate storage place or depository maintained at a location where such business is authorized under regulatory ordinances of the city.
- (3) Any junked motor vehicle maintained behind a six-foot fence properly maintained and enclosed on all boundary lines with a proper, suitable and substantial fence non-transparent not less than six (6) feet, nor more than eight (8) feet high, and properly screening said enclosed vehicle or vehicles and is not otherwise visible from the street or other public or private property. Provided further, said fence shall be kept in a constant state of good repair, shall also meet the aesthetic requirements for that particular area of the city and that no signs or other advertising matter of any kind of character shall be placed upon said fence.

Sec. 12-33. Notice to owner or occupant to abate public nuisance on occupied or on non- occupied premises.

- (a) Whenever any such public nuisance exists on occupied or non-occupied premises within the city in violation of Section 12-32 hereof, the chief building official/ordinance enforcement officer or his duly authorized agent shall order the owner of the premises, if in possession thereof, or the occupant of the premises whereon such public nuisance exists to abate or remove the same or require that any vacant lot or parcel of property, or any unused portion on any occupied lot or other parcel of property, used for the storage of junked vehicles, as described and defined, shall be surrounded or enclosed by an approved fence or other nontransparent enclosure of uniform material, design and construction at least six (6) feet in height from ground level and no more than eight (8) feet high that is aesthetically compatible with the surrounding area, fence, or other nontransparent enclosure which shall be maintained by the owner or the lessee of the premises at his cost: further, the owner or lessee of the premises shall be required to take such action as may be recommended by the parish health department, or the state health department, to prevent the breeding of flies, mosquitoes, snakes, rats and other pests and vermin in or on the premises. The order shall:
 - (1) Be in writing.
 - (2) Specify the public nuisance and its location.

-
- (3) Specify the corrective measures required; and
 - (4) Provide for compliance within ten (10) days from service thereof.
- (b) Such order shall be served upon the owner of the premises of occupied or non-occupied or the occupant or the owner of the vehicle by having him/her served personally or by sending the order by certified mail, return receipt requested, to the address of the premises or the address of the owner of the vehicle as shown by the department of motor vehicles and such certified mail is refused, the owner is deemed to have received notice and the ten (10) day period commences to run on the date of refusal.
 - (c) Within ten (10) days after service of notice, the owner or occupant of the premises or the owner of the vehicle shall abate the nuisance by:
 - (1) Removing the nuisance from the premises, or
 - (2) Commencing repairs to the vehicle sufficient to disqualify the vehicle as an abandoned or junked vehicle.

If the owner or occupant of the occupied or non-occupied premises fails or refuses to comply with the order of the chief building official/ordinance enforcement officer or his duly authorized agent within the ten (10)-day period after service thereof this shall constitute a misdemeanor, and the chief building official/ordinance enforcement officer may issue a misdemeanor summons and a penalty of a fine of up to five hundred (\$500.00) dollars or six months imprisonment or both for each violation and may subject the owner or occupant of the premises or his duly authorized agent and/or shall take possession of the junked motor vehicle or vehicles as defined in Section 12-31 subsection (2) and remove it/them from the premises. The chief building official/ordinance enforcement officer or his duly authorized agent shall remove and dispose of the junked motor vehicle or vehicles in the following manner:

- (1) Prior to the disposition of any junked vehicle, the ordinance enforcement officer shall place on the windshield of an abandoned, stripped or junked motor vehicle a notice of removal, which notice shall be placed on the vehicle windshield at least twenty-four (24) hours prior to its removal. The notice shall state that the vehicle, unless corrective measures outlined by the chief building official/ordinance enforcement officer are taken within ten (10) days, shall be considered public property and removed by the City of Sulphur or by a tow truck operator acting on behalf of the city and may dispose of the vehicle pursuant to the Louisiana Towing and Storage Act. La R.S. 32:1711. In the event that the owner or occupant of the premises upon which the derelict or junk vehicle is located is to be taxed for the costs of abatement, reasonable notice shall also be sent to the owner or occupant of said premises, directing that the vehicle be removed from its location.

The notice shall further state the following:

- a. The date of notice was placed on the junked motor vehicle or vehicles as defined in Section 12-31 subsection (2) and served on the property owner.

-
- b. The date the ten (10) day notice will expire.
 - c. The authority to be contacted by any person claiming to have an adverse interest in the vehicle, or to evidence that the required corrective measures have been taken or performed.

Such notice shall be placed on the windshield or in a prominent place on the abandoned, stripped or junked motor vehicle so as to be plainly in the public view, and a copy also served on the owner of the property where the junked motor vehicle is located.

- (2) The department of ordinance enforcement, after the time provided for above has expired, shall remove or cause to be removed, the abandoned, stripped or junked motor vehicle from the property where located, and after applicable deadlines have run under this Chapter is hereby authorized to convey the vehicle to a scrap iron dealer approved or other approved depository by the director of municipal services and the purchasing agent, for sale as scrap iron or otherwise.
- (3) All abandoned, stripped, or junked motor vehicles removed from the city streets, occupied, or unoccupied property in accordance with this section shall be subject to a towing charge, service charge, and/or removal charge of no less than five hundred (\$500.00) dollars, which charges shall be due by the owner of the property where the vehicle was removed from or any person claiming an interest in the abandoned, stripped, or junked motor vehicle. If after the removal of the junked motor vehicle or vehicles the deemed owner fails to pay all associated costs or expenses for said removal within the ten (10) day period, the city after due notice, shall have the tax collector of the city furnish the owner, as shown on the last assessment rolls of the city, by registered mail, a written statement showing the cost or expense incurred for the work, together with all authorized charges incurred in the removal of the property or place on which the work was done. If the statement is not paid within one (1) month thereafter, the amount thereof shall be included in and shall form part of the taxes due by the owner of the property, and when collected shall be credited to the general fund of the city.
- (4) If applicable, the director of municipal services shall furnish a report to the director of motor vehicle division of the department of revenue of the state each month, with the following information:
 - a. Location where the junked or stripped motor vehicle was abandoned.
 - b. All identification information available.
 - c. Date of transfer/sale and name and address of scrap iron dealer, towing service or dismantler to whom vehicle was transferred for final disposition.
 - d. Any proceeds received from the sale of abandoned, junked, wrecked or used motor or non-motor vehicles as defined in Section 12-31 subsection (2), junked or discarded or abandoned after their removal from the streets of the City or from private property, shall accrue to the general fund of the City.
- (5) Emergency removal of abandoned vehicles or nuisance vehicles.

-
- a. In circumstances where the location of the vehicle or its condition present an immediate safety concern as determined by the chief building official/ordinance enforcement officer or his duly authorized agent may forgo notice to the property owner, registered owner of the vehicle, and lien holders, as may be applicable, and immediately remove the vehicle.
 - b. The vehicle or vehicles will be stored, and the respective owners and or lien holders, as may be applicable, shall be given notice in accordance with provisions of the ordinance.
- (6) The implementation of any of the remedies set forth shall not limit the authority granted in any sections of this ordinance nor otherwise limit the ability of the City to proceed under the authority of any other provision of this Code or of Louisiana Law.

Sec. 12-34. Record of sales of abandoned, stripped or junked vehicles.

The department of ordinance enforcement shall keep a complete record of all abandoned, stripped or junked motor vehicles removed from private property or city streets, with details as to the date of placing a ten (10) day notice, date of removal from private property or city streets, name and address of scrap iron dealer, towing service, dismantler or depository to whom the stripped or junked motor vehicle was taken.

- (1) For the purpose of carrying out the provisions of this article, the City of Sulphur is authorized to enter into a contract with an approved towing service, scrap dealer, dismantler or depository. After compliance with this chapter and forty-eight (48) hours after removal, title to any junked motor vehicle shall pass to the contractor. The junked motor vehicles (s) after compliance herewith, shall be disposed of by the contractor. Forty-eight (48) hours after the junked motor vehicle is transferred to contractor, the city shall be relieved of all liability for the vehicle or vehicles.
- (2) All contractors under this chapter shall carry liability insurance in amounts provided by the purchasing agent, shall own such equipment as may be required or necessary to properly carry out the contract and shall agree to hold the city free and harmless from any claims arising out of the work performed. The contracts to be so executed shall be approved by the office of the city attorney as to form.
- (3) In the event contracts are executed with more than one (1) contractor, the director of municipal services shall make assignments on an approved rotating basis so that all contractors will be given an equal number of assignments to the extent feasible and practical.

Sec. 12-35. Appeals to nuisance vehicle abatement.

- (a) Any person desiring to appeal the requirements of the notice shall request a hearing, in writing, before the City Council within ten (10) days of receipt of the notice. Any person aggrieved by the decision of the City Council shall have the right to appeal to the District Court of appropriate jurisdiction within thirty (30) days of the decision by the City Council.

-
- (b) If the owner of the premises so desires, he may, after the appeal to the City Council, request within ten (10) days of the clerk of the city, either in person or in writing and without the requirement of bond, that a date and a time be set when he may appear before the District court for a trial to determine whether or not he is in violation of this ordinance, and whether or not the location and continued existence of the junked motor vehicle or vehicles as described in Section 12-31 subsection (2) on this property constitutes a public nuisance.

Sec. 12-36. Preliminaries to trial in court.

Upon receiving the request for trial, made as hereinabove provided, the clerk of the city shall forthwith notify the office of the city attorney. Upon being so notified, the city attorney or his designated assistant shall cause an affidavit to be prepared and filed charging that the owner or occupant of the occupied or non-occupied premises, as the case may be, has violated the provisions of this article. After service of the warrant, the complaint shall be placed on the docket of the appropriate court and tried in the same manner as are violations of other city ordinances.

Sec. 12-37. Trial in the city court.

Upon a finding that the defendant is in violation of this chapter, the defendant shall be deemed guilty of a misdemeanor and subject to a fine in accordance with the penalty provision hereinafter set forth. The city court shall further order the defendant to remove and abate the nuisance within ten (10) days, the same being a reasonable time, or render such other judgment or order as may be appropriate under the circumstances. If the defendant shall fail and refuse, within the ten (10) days to abate or remove the nuisance, the city court may issue an order directing the director of municipal services to have the same removed, and the director of municipal services or his duly authorized agent shall take possession of the junked motor vehicle and remove it from the premises. The director of municipal services or his duly authorized agent shall thereafter dispose of the junked motor vehicle in the manner provided in section 12-33 above.

Sec. 12-38. Removal with permission of owner or occupant.

If, within ten (10) days after receipt of notice from the director of public works, or his duly authorized agent, to abate the nuisance, as herein provided, the owner or occupant of the premises shall give his written permission to the director of public works, or his duly authorized agent for removal of the junked motor vehicle from the premises, the giving of such permission shall be considered compliance with the provisions of this chapter with all associated costs for removal assessed back to the owner or occupant whichever the case may be. If after the removal of the junked motor vehicle or vehicles the deemed owner or occupant fails to pay all associated costs or expenses for said removal within the ten (10) day period, the city after due notice, shall have the tax collector of the city furnish the owner or occupant, as shown on the last assessment rolls of the city, by registered mail, a written statement showing the cost or expense incurred for the work, together with all authorized charges incurred in the removal of the property or place on which the work was done. If the statement is not paid within one (1) month thereafter, the

amount thereof shall be included in and shall form part of the taxes due by the owner of the property, and when collected shall be credited to the general fund of the city.

Sec. 12-39. Removal from unoccupied premises by order of city court.

If there is a junked motor vehicle, as herein defined, on premises that are unoccupied, and neither the owner of the premises nor the owner of the vehicle can be found and notified to remove the junked vehicle or vehicles, then upon a showing of such facts to the city court, the city court may issue an order directing the director of municipal services to have the junked vehicle or vehicles removed, and the director of municipal services or his duly authorized agent shall take possession of the junked motor vehicle or vehicles and remove it from the premises. The director of municipal services or his duly authorized agent shall thereafter dispose of the junked motor vehicle or vehicles in the same manner as provided in section 12-33. Any and all associated costs shall be assessed back to the owner or occupant whichever the case may be.

Sec. 12-40. Evidence of abandonment.

If a junked motor vehicle or vehicles, as defined in this chapter has been situated on the private property of another, without that person's permission, for a period of sixty (60) days or longer, this fact shall be prima facie evidence that the owner of the vehicle or vehicles has abandoned same.

Sec. 12-41. Penalty.

Any person, violating any of the provisions of this chapter shall be guilty of a misdemeanor, and upon conviction shall be subject to a fine of not more than five hundred dollars (\$500.00) or imprisonment for not more than six (6) months, or both. Each transaction in violation of any of the provisions hereof shall be deemed a separate offense.

Sec. 12-42. Notice to owners; duties of city; charging of cost to owner.

- (a) If any person shall fail to remove any junked motor vehicle or vehicles on any private lot, tract or parcel of land, or portion thereof, occupied or unoccupied, improved or unimproved, within the city, notice shall be given to the owner of the lot, place or area, as shown on the last assessment roll of the city, which notice shall be given by registered mail, addressed in accordance with the tax rolls of the city. Notice will be sent to the owner once per calendar year.
- (b) If no action has been taken by the owner of the property within ten (10) days after notice has been given as above provided, or the registered mail is returned to the city with no forwarding address, then the mayor shall employ the necessary labor and proceed to perform the necessary work to remove the junked motor vehicle or vehicles as stated in section 12-31, and charge the owner thereof the actual expenses for the work performed together with the charges authorized to tow junked motor vehicles by section 12-33.
- (c) If, after the removal of the junked motor vehicle or vehicles, by the city after due notice as above provided the costs or expense thereof has not been paid within ten (10) days, the tax collector of the city shall furnish the owner, as shown on the last assessment rolls of the

city, by registered mail, a written statement showing the cost or expense incurred for the work, together with the charges authorized by section 12-33 of the place or property on which the work was done. If the statement is not paid within one (1) month thereafter, the amount thereof shall be included in and shall form part of the taxes due by the owner of the property, and when collected shall be credited to the general fund of the city.

BE IT FURTHER ORDAINED that this Ordinance shall become effective
January 1, 2022.

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this ____ day of
_____, 2021.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2021, at _____ o'clock ____ .m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received
from the Mayor at _____ o'clock ____ .m.
on this ____ day of _____, 2021,
the foregoing ordinance which has been
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING MAYOR DANAHAHAY TO ENTER INTO AN AGREEMENT WITH THE MOST QUALIFIED APPLICANT FOR FEMA PROGRAM MANAGEMENT, PROJECT DEVELOPMENT, GRANT ADMINISTRATION FOR HURRICANE LAURA.

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 an Agreement with **Rostan Solutions** for FEMA Program Management, Project Development, Grant Administration for Hurricane Laura

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 _____, 2021.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2021, at _____ o'clock _____.m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received
from the Mayor at _____ o'clock _____.m.
on this _____ day of _____,
2021, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

Resolution re-appointing Thomas Bourgeois to the Sulphur Industrial Development Board.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby re-appoint Thomas Bourgeois to the Sulphur Industrial Development Board which term will expire October 2026.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2021.

JOY ABSHIRE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

Resolution re-appointing Mayor Danahay's representative to the West Calcasieu Port, Harbor and Terminal District.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby re-appoint Dick Kennison to the West Calcasieu Port, Harbor and Terminal District with term to expire October 2026.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2021.

JOY ABSHIRE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

Resolution approving liquor license for In & Out #3 located at 100 South Cities Service Hwy.

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 In & Out #3 located at 100 South Cities Service Hwy.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2021.

JOY ABSHIRE, 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: IN & OUT #3

Owner: IBRAHIM K SWATI

Business Location: 100 S CITIES SERVICE HWY

Date of Application: OCTOBER 4, 2021

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 _____

☐ Recommend ☐ Deny

City Council Approval: ☐ ACCEPTED ☐ DENIED

Council Representative Signature _____

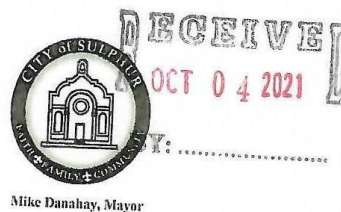
Date: _____

Special Comments: _____



Denise Chandler, Director of Municipal Services

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



Mike Danahay, Mayor

City of Sulphur
Liquor License Application

Name of Business: In 1 Out # 3
Location of Business: 100 S. Cities Service Hwy Sulphur
Legal Name of Owner: S Cities Service Hwy Sulphur, LLC
Home/Corp Address: 1491 Jaimie Renee Lane, Lake Charles, LA 70605
Mailing Address: 1491 Jaimie Renee Lane, Lake Charles, LA 70605
Application is for: ☐ CLASS "A" ☒ CLASS "B"
Content: ☐ HIGH ☐ LOW ☒ HIGH & LOW
Sole Proprietor: ☐ Partnership ☒ Corp/LLC
Has a homeowner petition been signed by residents? ☐ YES ☒ NO 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
Owner's name and address of the premises Shajat Holding Company, 2950 Turtle Creek Dr
Is the business to be conducted wholly by you or by more than one representative? no
Federal Tax #: 87-2002226 La. State Tax #: 2441767-001 Port Arthur TX

SULPHUR ORDINANCE
Sec. 3-28. - Location—Affecting issuance.
(b) No permit required by this division shall be granted for any premises situated within three hundred (300) feet or less, of a public playground or of a building used exclusively as a church or synagogue, public library, or school, or full-time day care center except a school for business education conducted as a business college or school. This distance shall be measured as a person walk, using the sidewalk, from the nearest point of the property line of the church or synagogue, library, playground, or school to the nearest point of the premises to be licensed.
(Code 1970, § 3-18; Ord. No. 546, 10-14-03) | **State Law reference**— Similar provisions, R.S. 26:80, 280.

Is there a church, synagogue, library, playground, or school located within 300 ft. of premise to be licensed? ☐ YES ☒ NO
If YES, has measurements been taken? ☐ YES ☒ NO ☐ N/A
If YES, what are the measurements in feet? _____ Ft. ☐ N/A

Are there any residents located within 300 feet of premise to be licensed? ☐ YES ☒ NO ☐ N/A
If YES, has measurements been taken? ☐ YES ☒ NO ☐ N/A
If YES, what are the measurements in feet? _____ Ft. ☐ N/A

NOTE: The City of Sulphur will validate all measurements

FAITH



FAMILY



COMMUNITY

Revised 8/16/2021

Page 2 of 5



LOUISIANA
DEPARTMENT OF REVENUE

Post Office Box 201
Baton Rouge, LA 70821-0201

1491 JAIMIE RENEE LN
LAKE CHARLES LA 70605-7183

Date of Notice: 09/14/2021
Letter ID: L0051104272
Account ID: 2441767-001-400
Tax Type: Sales

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

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

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

Clearance will expire one year from date issued

Date: 09/14/2021

Federal Identification Number: 872002226

State ATC Permit Number: APPLIED FOR

Local sales tax agency account number:

Local ABC permit number:

Location Address: 100 S CITIES SERVICE HWY
SULPHUR LA 70663-6402

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 September 09, 2021 Date
Local Signature Title Date



Sales and Use Tax Department

PO Drawer 2050; 2439 6th Street Lake Charles, LA 70602-2050

Calcasieu Parish School Board

BUILDING FOUNDATIONS FOR THE FUTURE
www.calcasieusalestax.org
(337) 217-4280 Fax (337) 217-4281

Karl Bruchhaus, Superintendent

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

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

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

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

Calcasieu Parish Taxpayer Number: 00057111
Social Security Number or FEIN: 87-2002226
LA Department of Revenue & Taxation No: 2441767-001
Taxpayer Name: S CITIES SERVICE HWY SULPHUR LLC
Trade Name (if different): IN & OUT #3
Location Address: 100 S CITIES SERVICE HWY SULPHUR, LA 70663
Mailing Address: 528 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.

Danna Ingram
Authorized Signature

Calcasieu Parish Sales & Use Tax Department

// CLERK

Title

// 9.27.2021

Date

F032/(5/2017)

REPRESENTING

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

BACKGROUND APPLICANT'S INFORMATION

NAME: Ibrahim K Sadi
FIRST MIDDLE LAST

AKA; (Maiden, any other names used) NA

ADDRESS: 100 S. Cities Service Hwy Salpahr
STREET APT# CITY/STATE/ZIP

Resident of All Known States: Louisiana

SOCIAL SECURITY # 643 - 78 - 1939 Date of Birth: 2/10/94

Sex / Race: Asian DRIVER'S LICENSE / ID # 010 381470 ISSUING STATE: LA

By this signature, I authorize the Calcasieu Parish Sheriff's Office to release my complete arrest record and waive such legal rights that may arise and do release all persons from liability in connecting with furnishing of such information.

Ibrahim Sadi K. Ibrahim
Signature of person whose record is to be searched

Oct 5, 2021
Date

Information requested by Burt Durham

Oct 5, 2021
Date

Copy of Driver's License or ID Card	Social Security Card
--------------------------------------------	-----------------------------

NO RECORD ON FILE
Calcasieu Parish Sheriff's Dept.
Identification Division

X. Lopez 10/16/2021
Bureau of Criminal Identification & Record
Calcasieu Parish Sheriff's Department
5400 E. Broad St.
Lake Charles, LA 70615

