

NOTICE.....The City Council meetings will temporarily be held at 1551 East Napoleon Street.

AGENDA
SULPHUR CITY COUNCIL MEETING
MONDAY, APRIL 11, 2022, AT 5:30 P.M.

THERE WILL BE A REGULAR MEETING OF THE SULPHUR CITY COUNCIL **MONDAY, APRIL 11, 2022, AT 5:30 P.M.,** IN THE COUNCIL CHAMBERS LOCATED AT 1551 EAST NAPOLEON STREET, SULPHUR, LOUISIANA, TO DISCUSS AND ADOPT THE FOLLOWING:

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

1. PRESENTATION by Sulphur Armed Forces Commission. I03-22 (Mayor Danahay)
2. RULE TO SHOW CAUSE for the condition of the following addresses:
 - a. To condemn building or structure located at 1022 Alvin Street, in accordance with Article IX, Section 5-286 through 5-296. (Dru Ellender)
 - b. To condemn building or structure located at 209 Beverly Place, in accordance with Article IX, Section 5-286 through 5-296. (Mandy Thomas)
 - c. To condemn building or structure located at 307 Madison Street, in accordance with Article IX, Section 5-286 through 5-296. (Mandy Thomas)
 - d. To condemn building or structure located at 22 Horseshoe Lane, in accordance with Article IX, Section 5-286 through 5-296. (Joy Abshire)
 - e. To condemn building or structure located at 2312 Merwood Street, in accordance with Article IX, Section 5-286 through 5-296. (Joy Abshire)
 - f. To condemn building or structure located at 112 South Hudson Street, in accordance with Article IX, Section 5-286 through 5-296. (Mike Koonce)
 - g. To condemn building or structure located at 1113 Tillman Street, in accordance with Article IX, Section 5-286 through 5-296. (Mike Koonce)

3. PUBLIC HEARING on ordinance granting the subdividing of lots to John Nabours, parcel east of the SE corner of Beglis Parkway and Maplewood Drive. ORD28-22 (Melinda Hardy)
4. PUBLIC HEARING on ordinance granting a rezone to Badar Khan (Mike Clifton purchaser), 3901 Maplewood Drive, from Business to Commercial to allow for storage units. ORD29-22 (Mandy Thomas)
5. RECONSIDERATION AND PUBLIC HEARING on ordinance granting a variance to Regina Perry, 767 North Claiborne Street, to allow for a mobile home to be 384 sq. ft. rather than the required 600 sq. ft. *(a stipulation placed to allow her to live in the mobile home for 6 months until a bigger mobile home can be purchased).* ORD30-22 (Dru Ellender)
6. PUBLIC HEARING on ordinance authorizing Mayor Danahay to enter into a Cooperative Endeavor Agreement with LA DOTD for a donation of 160 cubic yards of reclaimed asphalt pavement. ORD31-22 (Mayor Danahay)
7. INTRODUCTION OF ORDINANCE authorizing the lease of property of the City of Sulphur in Inwood Forest to Clinton Earl Prince. ORD32-22 (Mayor Danahay)
8. INTRODUCTION OF ORDINANCE adopting the annual budget of revenues and expenditures for the fiscal year July 1, 2022, to June 30, 2023, for the City of Sulphur, Louisiana. ORD33-22 (Mayor Danahay)
9. INTRODUCTION OF ORDINANCE amending Chapter 14, Section 5 of the Code of Ordinances of the City of Sulphur – Manufactured Home Restrictions. ORD34-22 (Mayor Danahay)
10. INTRODUCTION OF ORDINANCE setting forth water fees charged by the City of Sulphur. ORD35-22 (Mayor Danahay)
11. INTRODUCTION OF ORDINANCE setting forth sewer fees charged by the City of Sulphur. ORD36-22 (Mayor Danahay)
12. INTRODUCTION OF ORDINANCE setting forth garbage/trash collection fees charged by the City of Sulphur. ORD37-22 (Mayor Danahay)
13. INTRODUCTION OF ORDINANCE amending Ordinance No. 1750, M-C Series, particularly Chapter 25, Section 7 – Freeboard Elevations. ORD39-22 (Mayor Danahay)

14. INTRODUCTION OF ORDINANCE amending the Cooperative Endeavor Agreement, adopted March 8, 2021, with the Calcasieu Parish Police Jury and Calcasieu Parish Ward 4 Marshal's Office concerning funding of salary, operations, and related matters. ORD40-22 (Mayor Danahay)
15. RESOLUTION authorizing an increase of the Office of Motor Vehicle service fee. RES15-22 (Mayor Danahay)
16. RESOLUTION accepting Substantial Completion for the Verdine Water Treatment Plant Improvements Program – Phase 2B. RES16-22 (Mayor Danahay)
17. RESOLUTION authorizing the advertisement of bids for Roselawn Cemetery Storm Repairs Fencing Project. RES17-22 (Mayor Danahay)
18. PUBLIC COMMENT - 3 MINUTES PER SPEAKER - ONLY SPEAK 1 TIME PER ITEM.

This ends the public comment section of the meeting.

ADJOURNMENT

The next regular City Council meeting will be held on Monday, May 9, 2022, at 5:30 p.m. in the Council Chambers located at 1551 East Huntington Street, Sulphur, LA.

ORDINANCE GRANTING A REZONE TO BADAR KHAN, 3901 MAPLEWOOD DRIVE, FROM BUSINESS TO COMMERCIAL TO ALLOW FOR STORAGE UNITS.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a rezone to Badar Khan, 3901 Maplewood Drive, from Business to Commercial to allow for storage units for the following described property:

LOT 30 BLK 2 HOLLYWOOD LESS PARC TO CITY FOR WIDEN STREET

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

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

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

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

BE IT FURTHER ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a rezone to Badar Khan, 3901 Maplewood Drive, from Business to Commercial to allow for storage units.

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 _____, 2022, 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 _____, 2022, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

To: Council Member Mandy Thomas and the Land Use Commissioners
From: Lori MARINOVICH 59 Magnolia Road Sulphur, LA 70663
Re: January 18, 2022 Land Use Agenda

Regarding Item 4

3901 Maplewood Drive Mini Storage adjacent to residential

No.....Not for this development type along this road frontage

I have not seen the plans and specs for this development

Maplewood drive should be a developed business corridor

The type of businesses should be carefully vetted to keep the nature, style and feel of the adjacent longstanding neighborhoods. Changing zoning to allow a commercial use may not be best for this particular lot

These more commercial developments- Commercial land uses -- should be clustered at Cities Service and possibly along Beglis Not in the mid corridor predominately residential loaded areas

They should not be allowed to creep into the business and residential areas

As seen along east side of Garden Street and the east side of Rio Hondo- The 'Back Door' Neighboring lots facing Cities Service have started to edge out desirable community fabric.

By allowing this type of development along Maplewood Drive the Council will also alter the sustainability of the neighboring lots.

Those residential lots adjacent to the heavier use will be diminished.

I encourage council and board to reflect

This corridor should be for neighborhood businesses, offices and quality destination points for our locals.

Design features to consider anywhere along the corridor and especially if a heavier land use is considered:

Require design features on the actual building as required for strip center businesses in the area

Limit access to driveways no continuous curb cut access

No openings accessible from the exterior along the rear or along any side setbacks that are not directly adjacent to the street

In other words Storage units should be loaded from interior corridors.

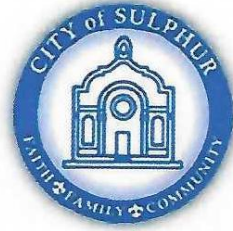
Arlene Blanchard

From: ashleylovejoy14@gmail.com
Sent: Wednesday, February 16, 2022 9:18 PM
To: Dru Ellender; Melinda M. Hardy; Joy Abshire; Mike Koonce; Mandy Thomas; Arlene Blanchard
Subject: Against rezone 3901 Maplewood Drive from business to commercial Badar Khan (Mike Clifton purchaser)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.


I am writing to inform you that as residents of this neighborhood, with our children, my husband I are against the re-zoning of this lot. We have been informed of the intention of opening a self storage facility on this lot, which is located at the end of our street (Madison St.), and this is not the type of business and traffic we are willing to have this close to our home.

Ashley and Matthew Lovejoy



Memo

To: Land Use Commissioners

From: Austin Abrahams
Director of Public Works 

cc: Arlene Blanchard, Mayor Mike Danahay

Date: February 10, 2022

Re: 2. Resolution granting a rezone to Badar Khan (Mike Clifton purchaser), 3901 Maplewood Drive, from Business to Commercial to allow for storage units.

Application:

The applicant is requesting to rezone the parcel from Business to Commercial to allow storage units.

There is Residential zoned properties to the South, and Business zoned properties to the East, West, and North. Commercial zoning would be spot zoning.

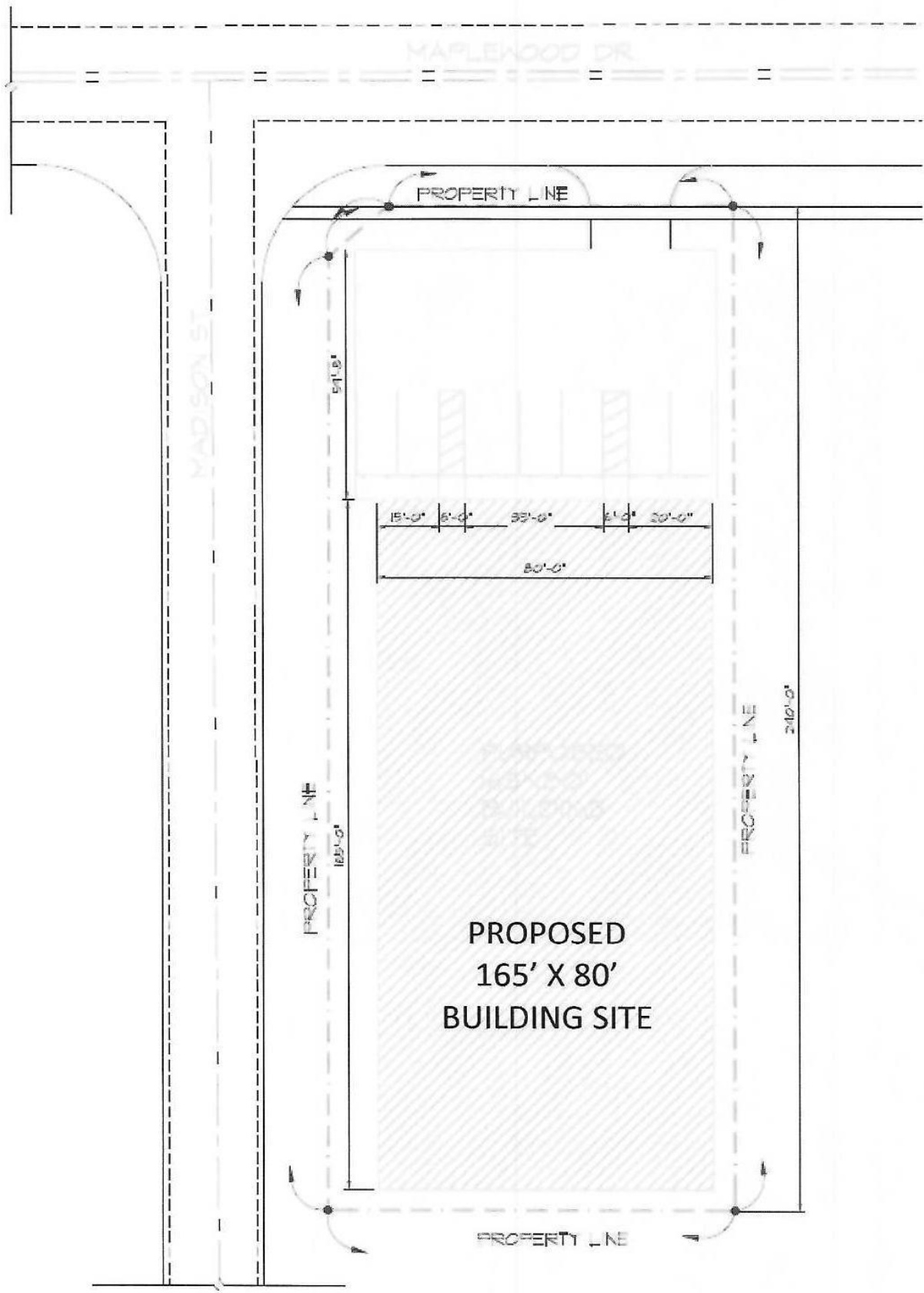
There would need to be a six (6) foot tall buffer fence constructed of wood or brick masonry on the South side of property that abuts the Residential zoned parcel.

Commercial District does allow the following:

- Kennels
- Hotels & Motels
- Light Manufacturing
- Institutions
- Bars
- Entertainment Establishments

Stipulations can be placed on the property.





Arlene Blanchard

From: cldupuis@catherineldupuiscpa.com
Sent: Friday, January 21, 2022 8:50 AM
To: Arlene Blanchard
Subject: Zoning-NE Corner of Madison at Maplewood Drive-Lots

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am writing as a resident of the neighborhood affected by the possible commercial re-zoning of the lots at the northeast corner of Madison Street and Maplewood Drive. As a resident of this neighborhood (311 Madison Street), I am very opposed to the zoning to allow the construction of a mini-storage facility which will severely impact the character of this pleasant residential neighborhood. A commercial sheet metal mini-storage building extending the full depth of the lots in question would virtually guarantee that the three or four houses directly across Madison on the west side would be extremely unlikely to be able to sell their property if they chose, and if they could, the market value of those properties would be so negatively affected that they would lose any long-term equity they have built. The new construction brick home on the east side of Madison abutting the lots in question would be the most negatively affected. The owner built a beautiful modern home which adds to the desirability and character of the neighborhood and stands to lose significant market value if a mini storage is allowed to encroach into the residential properties. I feel that even my own home, although at the last block of Madison, will be very negatively affected if the mini storage is allowed to be built at one of the main entrances to this subdivision. A mini- storage building brings other negative impacts to the lots. My office is located at the Rourk properties South Post Oak Road complex behind the First Federal Bank. This area is completely commercial, and I do not mind that there are mini-storage buildings behind my office. I do however object, as does the landlord, to the volume of discarded trash that piles up at the dumpster in the back (which is for the exclusive use of the complex tenants, and lease restricted against the mini-storage renters). Renters abandoning a mini-storage unit ignore posted signage and their lease agreements, and overload our dumpster with appliances, furniture, and all manner of trash. Sometimes they don't even bother with the dumpster and just leave everything piled up at the front and sides of the dumpster. This has been a constant problem for the management and maintenance of this complex. I cannot imagine how this could be avoided in a residential neighborhood. A mini-storage facility also invites crime into the neighborhood. This unit behind my office location has been burgled many times, thieves coming in with bolt cutters and searching units.

Thank you for allowing me to express my dissatisfaction with the proposed re-zoning. I was unable to attend the meeting on the eighteenth, but plan to attend the February 14th Council meeting.

Catherine L. Dupuis, CPA
311 Madison
Sulphur, LA 70663
Phone 337-842-8086

Arlene Blanchard

From: paula marler <paulamarler@yahoo.com>
Sent: Thursday, February 10, 2022 4:29 PM
To: Dru Ellender; Mike Koonce; Melinda M. Hardy; Joy Abshire; Mandy Thomas; Arlene Blanchard
Cc: Shannon
Subject: Against rezone 3901 Maplewood Drive

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

February 10, 2022

Re: Against Rezone 3901 Maplewood Drive
From Business to Commercial
Badar Khan (Mike Clifton Purchaser)

3901 Maplewood Drive - **VOTE NO** – rezone from Business to Commercial.

Purpose of request: “zoning change requested for construction of self-storage units to better accommodate local residents.”

City Council Members,

As a resident of 121 Madison Street, **we are opposed** to changing the zoning of this lot from business to commercial.

We are against this rezone for numerous reasons:

- Drainage – this intersection already floods.
- Decreasing property values.
- Traffic Congestion as customers would be reversing out of the lot onto Maplewood Drive.
- Self-Storage Units belong in areas of the City and Parish already established as commercial. They do NOT belong in residential areas and areas designated for businesses – such as office buildings, doctor’s offices, etc..

- There is ZERO need for a self-storage facility in the middle of Maplewood Drive. Our community has many established storage facilities available to residents. Please see listing at end of document.
- Once this lot is zoned commercial, it could be used for Hotels/Motels, Light Manufacturing, Institutions, Bars, and entertainment establishments. These ARE NOT THE type of businesses that belong in the residential area of Maplewood Drive.
- Business owners should buy property already zoned for their endeavors. They should not come into our community looking to purchase cheap property and request a change in zoning.
- The potential owner of this lot *has not provided a site plan*. This lot is too small/narrow to have a circle drive built for the proposed self-storage units. Thereby causing tenants to reverse out of the drive to exit the property. This intersection cannot manage a backlog of vehicles reversing out onto Maplewood Drive traffic.
- This lot is adjacent to Stroud Manor, a CARC facility. The residents of this nice independent living housing do not deserve the noise, traffic, rodents, and lighting that will be caused by a self-storage unit.
- Since Hurricane Laura, a new home has been built at 101 Madison Street, adjacent to this lot. This homeowner does not deserve to now have an unsightly metal building on his property line.
- Rezoning will bring down the property values in the area. Since Hurricane Laura, neighborhoods in Maplewood have seen an uptick in revitalization.
- As mentioned above, this lot is too narrow to allow for a circle drive. Not only will it have traffic reversing out onto Maplewood Drive, but it will also create noise pollution when moving vehicles are put in reverse.
- Self – storage units attract rodents. The residential neighbors do not deserve to have deal with this type of infestation.
- Light pollution – the residents of Stroud Manor and nearby neighbors do not deserve to have nighttime light pollution disturbing their sleep.
- Noise pollution – these units are normally 24 hour/7 days per week facilities, established neighbors do not deserve this unseemly activity - vehicle noise, loading/unloading vehicle noise, noise from squeaky doors, music and conversation from tenants, etc...

As mentioned above, the Sulphur Community DOES NOT NEED another self-storage unit. Below is a list of a few existing storage facilities in the Sulphur area:

Existing Storage Units in Area:

- Rourk Enterprises, 1215 Maplewood Drive, Sulphur, LA
- Rourk Enterprises, 617 Lincoln Street, Sulphur, LA
- Rourk Enterprises 501 W. Napoleon Street, Sulphur, LA
- Neighborhood Mini Storage, 460 W. Post Oak Road, Sulphur, LA
- Wingate Enterprises Inc., 1202 Henning Drive, Sulphur, LA
- A Jaye Mini Storage, 2923 Post Oak Road, Sulphur, LA
- I-10 Mini Storage, 1212 Whitaker Street, Sulphur, LA
- A Plus Mini Storage, 4611 LA 27, Sulphur, LA
- City Storage Sulphur, 3737 Old Hwy 27 South, Sulphur, LA
- City Storage North Sulphur, 3532 Hwy 27 North, Sulphur, LA
- City Storage Carlyss, 5047 Hwy 27 South, Sulphur, LA

We appreciate your consideration on VOTING NO, to changing the zoning for 3901 Maplewood Drive.

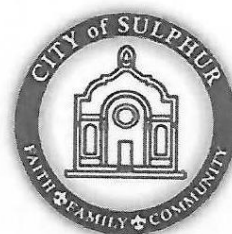
Regards,

Shannon and Paula Marler
121 Madison Street
Sulphur, LA 70663
337-302-4417

From: suitep 311 <suitep311@gmail.com>
Date: January 14, 2022 at 1:22:39 PM CST
To: Arlene Blanchard <ablanchard@sulphur.org>
Subject: Rezoning hearing


CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon. I reside at 33 eucalyptus street. I will be unable to attend the zoning hearing however would like to oppose the rezoning requests for prater, maplewood, and center. Our neighborhoods are already over run with current duplexes and apartments where the owners do not keep up the property and tenants can be an issue. There are still many vacant and damaged from the hurricane that have not been tended to. Please pass on to our council. Thank you for your time. Michelle mcreeynolds



Memo

To: Land Use Commissioners

From: Austin Abrahams 
Director of Public Works

cc: Arlene Blanchard, Mayor Mike Danahay

Date: January 5, 2022

Re: 3. Resolution granting a rezone to Badar Khan (Mike Clifton purchaser), 3901 Maplewood Drive, from Business to Commercial to allow for storage units.

Application:

The applicant is requesting to rezone the parcel from Business to Commercial to allow storage units.

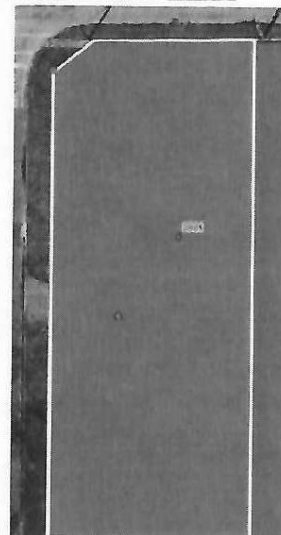
There is Residential zoned properties to the South, and Business zoned properties to the East, West, and North. Commercial zoning would be spot zoning.

There would need to be a six (6) foot tall buffer fence constructed of wood or brick masonry on the South side of property that abuts the Residential zoned parcel.

Commercial District does allow the following:

- Kennels
- Hotels & Motels
- Light Manufacturing
- Institutions
- Bars
- Entertainment Establishments

Stipulations can be placed on the property.





CITY OF SULPHUR
APPLICATION FOR
DEVELOPMENT APPROVAL

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

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

PRINT NAME Mike Clifton and/or Assigns DATE 12/29/2021 | 6:24 PM PST

PROPERTY OWNER INFORMATION

Name of Property Owner: Badar Saleem Khan

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

Mailing Address: 1712 Azalea Street, Sulphur, LA 70663

Email: badarskhan1@gmail.com

Phone Number (H) _____ (W) _____ (C) 337-499-8989

PROPERTY INFORMATION

Location Address: 3901 Maplewood Drive, Sulphur, LA 70663

Present Zoned Classification: Business

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

Lot 30 Blk 2 Hollywood Less Parc to City for Widen Street (Parcel # 00680613)

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 ML

REQUEST INFORMATION

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

☐ DOES REZONE REQUIRE FENCING NAME OF SUBDIVISION Hollywood

Zoning Change: From Business To Commercial

Purpose of Request: Zoning change requested for construction of self-storage units to better accommodate local residents.

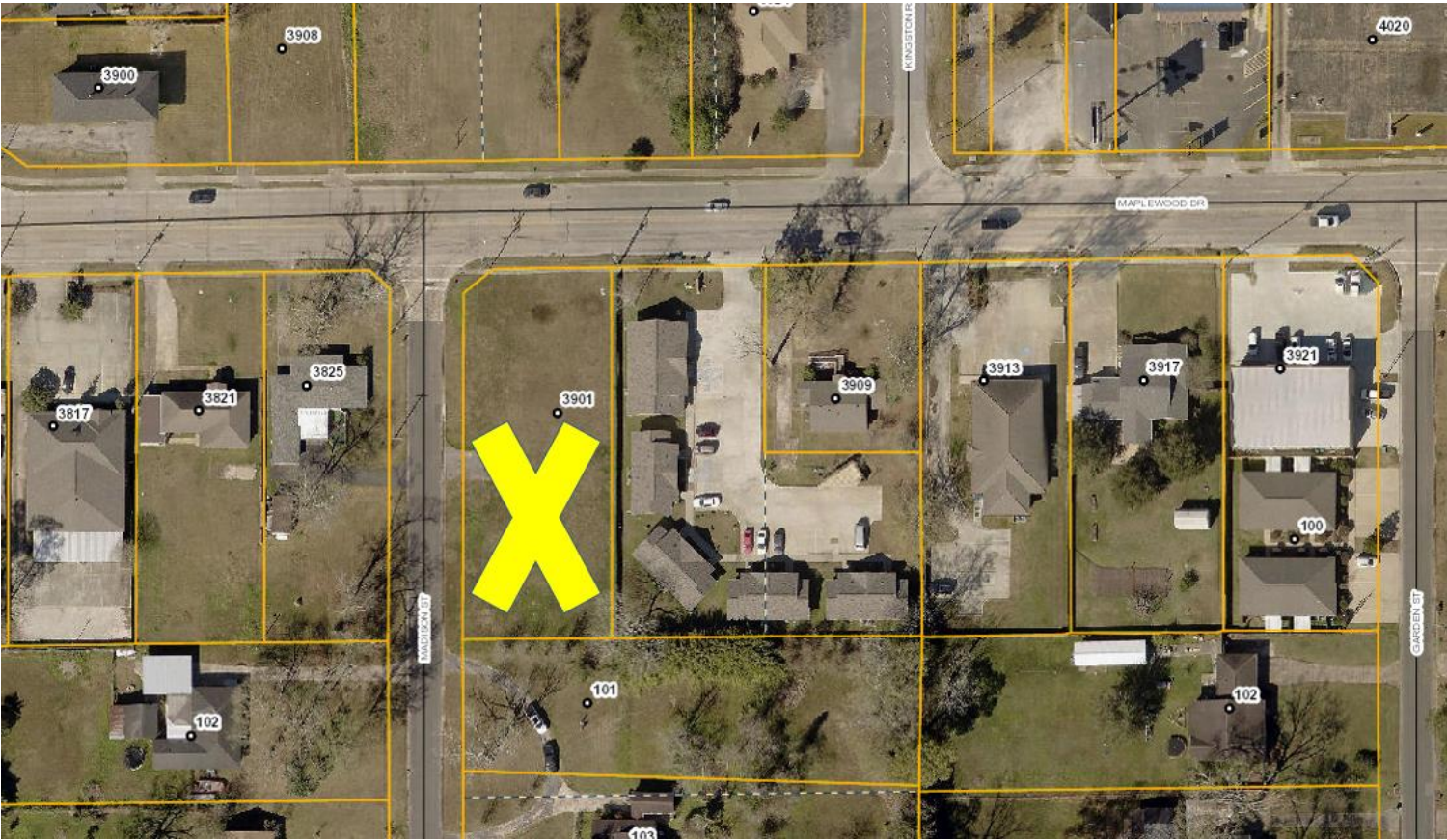
I do hereby understand that no petition for a change in the classification of property shall be filed unless such petition is duly signed and acknowledged by the owners of authorized agents of not less than fifty (50) percent of the area of land for which a change of classification is requested; provided 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 Michael Clifton Date: 12/29/2021 | 6:24 PM PST

	Yes	No	N/A
1. Is site located within the City Limits?	<u>X</u>	_____	_____
2. Will the proposed use be a nuisance to the surrounding area because of odors, vibrations, unsightly areas or other unwarranted elements?	_____	<u>X</u>	_____
3. Is the capacity of the road and off-street parking facilities adequate for use by the proposed development?	_____	<u>X</u>	_____
4. Will the location be served by a fire protection?	<u>X</u>	_____	_____
5. Can the proposed development be expected to adversely affect the character/aesthetics of the area involved?	_____	<u>X</u>	_____
6. Is property within a designated flood hazard area?	_____	<u>X</u>	_____
Flood zone classification <u>"X"</u> bfe <u>10.9</u> ft.			









ORDINANCE NO. M-C SERIES

ORDINANCE TO RECONSIDER A VARIANCE TO REGINA PERRY, 767
NORTH CLAIBORNE STREET, TO ALLOW FOR A 384 SQUARE FOOT
MOBILE HOME RATHER THAN THE REQUIRED 600 SQUARE FOOT.

WHEREAS, in accordance with Chapter 14-5 (a) (1) of the Code of Ordinances of the City of Sulphur, Louisiana, a mobile/manufactured home shall be a minimum size of six hundred (600) square feet.

WHEREAS, said variance shall expire in 6 months (i.e. September 12, 2022)

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a variance to Regina Perry, 767 North Claiborne Street, to allow for a 384 square foot mobile home rather than the required 600 square foot for the following described property:

COM 1743 FT N AND 30 FT W OF SE COR E ½ E ½ SE 28.9.10 TH N 33 FT
W 116 FT ETC

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

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

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

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

BE IT FURTHER ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a variance to Regina Perry, 767 North Claiborne Street, to allow for a 384 square foot mobile home rather than the required 600 square foot for a period of six months (i.e. September 12, 2022).

APPROVED AND ADOPTED by
the City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____, 2022.

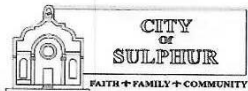
JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this _____ day of _____, 2022, at _____ o'clock _____.m.

I HEREBY CERTIFY that I have received from the Mayor at _____ o'clock _____.m. on this _____ day of _____, 2022, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ARLENE BLANCHARD, Clerk



CITY OF SULPHUR
APPLICATION FOR

DEVELOPMENT APPROVAL - VARIANCE

Date Received 10/27/21 \$50.00 Fee (Non-Refundable) pd.
(Exact cash or check only)

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

Print Name Regina L. Perry

Date 10/27/21

PROPERTY OWNER INFORMATION

Name of Property Owner Regina L. Perry

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

Mailing Address: 767 N. Claiborne St.

Email: regina 9254@bellsouth.net

Phone Number (H) 337-532-8608 (W) same (C) same

PROPERTY INFORMATION

Location Address: 767 N. Claiborne St. Sulphur, LA 70663

Present Zoned Classification: residential - mixed

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

see attachment

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

YES

NO

YOU, OR A REPRESENTATIVE, MUST ATTEND THE BOARD OF ZONING ADJUSTMENT MEETING

INITIAL

RG

VARIANCE REQUEST INFORMATION

Purpose of Variance Request: To allow a 590 sq foot mobile home rather than the required 600 sq ft.

384

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 Board of Zoning Adjustment sign(s) placed on my property after the hearing.

Applicant Signature Regina L. Perry Date: 10/27/21

1. Is site located within the City Limits?

Yes

No

N/A

✓

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

✓

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

✓

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

✓

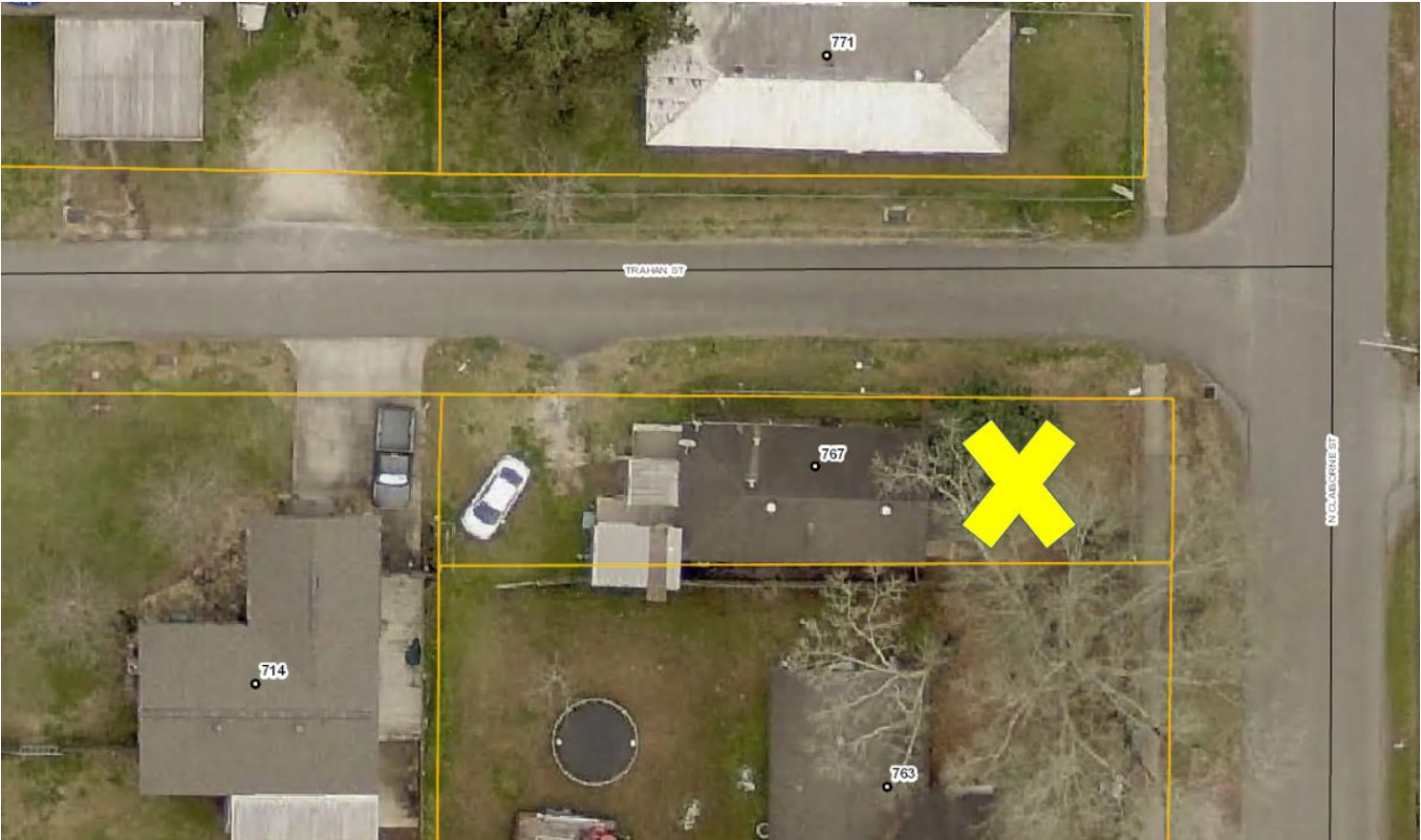
5. Can the proposed development be expected to adversely affect the character/aesthetics of the area involved?

✓

6. Is property within a designated flood hazard area?

✓

Flood zone classification _____ bfe _____ ft.





ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING MAYOR DANAHAY TO ENTER INTO A
COOPERATIVE ENDEAVOR AGREEMENT WITH LA DOTD FOR A
DONATION OF RECLAIMED ASPHALT PAVEMENT.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Danahay to enter into a Cooperative Endeavor Agreement with LA DOTD for a donation of 160 cubic yards of reclaimed asphalt pavement.

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 _____, 2022.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2022, 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 _____,
2022, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

COOPERATIVE ENDEAVOR AGREEMENT
between the
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
and the
City of Sulphur

DONATION OF RECLAIMED ASPHALT PAVEMENT (RAP)
STATE PROJECT NO. H.014827
CALCASIEU PARISH

This Cooperative Endeavor Agreement (CEA) is made and entered into this ____ day of _____, 20__, by and between the State of Louisiana, through the Department of Transportation and Development (DOTD), and the City of Sulphur (hereinafter, sometimes referred to as the "Entity"), a political subdivision of the State of Louisiana, to serve the public for the purposes hereinafter declared, in accordance with the Louisiana Constitution, Article 7, §14 (C).

WHEREAS, the Louisiana Constitution, Article 7, § 14 (B) (9) authorizes the donation by the State of reclaimed asphalt pavement (RAP) from state roads and highways to the governing authority of the Parish or municipality from which it is taken, or if not needed by that governing authority, then to the governing authority of any other Parish or municipality, pursuant to a cooperative endeavor agreement between the State and receiving authority; and

WHEREAS, the Entity requests that DOTD donate to the Entity for its benefit and use approximately 160 cubic yards of in-place roadway of RAP;

NOW THEREFORE, it is hereby agreed between DOTD and the Entity as follows:

ARTICLE I
PROJECT IDENTIFICATION

For purposes of administration, identification and record keeping, State Project Number **H.014827**, which identifies the roadway project from which the RAP is obtained, will be used to identify this RAP Project and all activities, reports and documents associated with it.

ARTICLE II
SCOPE AND PROJECT RESPONSIBILITIES

2.1 DOTD hereby agrees to donate the equivalent of approximately 160 cubic yards of in-place roadway of RAP to be removed from LA 27: LA 108 - I-10 in Calcasieu Parish to the Entity (hereinafter, the "Project"). DOTD will arrange for its contractor to transport the donated RAP from the construction site to the following location designated by the Entity, provided, however, that the contractor will not transport the donated RAP any distance greater than it would have transported RAP retained for DOTD use: 2450 W. Burton Street, Sulphur, Louisiana.

2.2 DOTD will not be required to supervise or perform any services in connection with this Project, except as specifically set forth herein. The participation by DOTD in providing the RAP, in providing guidance and Project information to the Entity, or in monitoring the progress of the Project, shall in no way be construed to make DOTD a party to any contract between the Entity and its contractor(s).

2.3 It is understood and agreed that, following delivery of the RAP to the Entity as set forth herein above, no State funds will be expended for this Project.

2.4 The Entity hereby agrees to accept and use the RAP provided by the State through the DOTD only for public purposes and in accordance with constitutional and statutory restrictions on the use of State property for public purposes. The Entity will make no changes in its local laws or charter allowing any use of the RAP for other than public purposes.

2.5 The Entity agrees to place the RAP into or on property owned by it or otherwise dedicated for public use, and will not use it directly or indirectly in any trade or business carried on by any person other than a governmental unit.

ARTICLE III

TERMINATION FOR CAUSE

3.1 The DOTD may terminate this Agreement for cause based upon the failure of the Entity to comply with the terms and/or conditions of the Agreement; provided that the DOTD shall give the Entity written notice specifying the Entity's failure. If within thirty (30) days after receipt of such notice, the Entity shall not have either corrected such failure or, in the event that the said failure cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the DOTD may, at its option, place the Entity in default, and the Agreement shall terminate on the date specified in such notice. The Entity may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the DOTD to comply with the terms and conditions of this Agreement; provided that the Entity shall give the DOTD written notice specifying the DOTD's failure and a reasonable opportunity to cure the defect.

3.2 The Entity may terminate this Agreement for cause based upon the failure of the DOTD to comply with the terms and/or conditions of the Agreement; provided that the Entity shall give the DOTD written notice specifying the DOTD's failure. If within thirty (30) days after receipt of such notice, the DOTD shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Entity may, at its option, place the DOTD in default and the Agreement shall terminate on the date specified in such notice. The DOTD may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Entity to comply with the terms and conditions of this Agreement; provided that the DOTD shall give the Entity written notice specifying the Entity's failure and a reasonable opportunity to cure the defect.

ARTICLE IV

TERMINATION FOR CONVENIENCE

Either Party may terminate the Agreement at any time by giving thirty (30) days written notice.

ARTICLE V

RECORD KEEPING, REPORTING AND AUDITS

The Entity agrees to retain all books, records, and other documents relevant to this agreement for at least three years after termination of this Agreement, provided, however, that prior to disposal of any Project information, the Entity shall obtain the prior written approval of DOTD. The Entity shall provide to the DOTD and/or the Legislative Auditor any requested reports on the status of the Project within 30 days of request.

ARTICLE VI

HOLD HARMLESS AND INDEMNITY

6.1 The Entity agrees that it shall indemnify and hold harmless and provide a defense for the State and the DOTD, their officials, officers and employees, against any and all claims, demands, suits, actions (*ex contractu*, *ex delictu*, quasi-contractual, statutory or otherwise), judgments of sums of money, attorney's fees and court costs to any party or third person including, but not limited to, amounts for loss of life or injury or damage to persons, property or damages to contractors, subcontractors, suppliers, laborers or other agents or contractors of the Entity or any of the above, growing out of, resulting from, or by reason of, any act or omission of the Entity, its employees, servants, contractors, or any person engaged upon or in connection with any services arising from, or in any way connected with the Project, to the extent permitted by law.

6.2 Nothing herein is intended, nor shall be deemed to create, a third party beneficiary to or for any obligation by DOTD or the Entity herein or to authorize any third person to have any action against DOTD or the Entity arising out of this Agreement.

ARTICLE VII

EFFECTIVE DATE AND TERM

This Agreement shall be effective from the date of its execution by DOTD, and shall remain in effect until the RAP has been completely used by the Entity in accordance with Article II hereinabove, unless terminated earlier as provided in Articles III or IV hereinabove.

ARTICLE VIII **OWNERSHIP**

All records, reports, and documents delivered or transmitted to the Entity by DOTD shall remain the property of DOTD.

ARTICLE IX **NONASSIGNABILITY**

The Entity shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the DOTD.

ARTICLE X **AMENDMENT OF AGREEMENT**

The parties agree that any amendment of this Agreement shall not be valid unless and until it is reduced to writing and executed by both parties.

ARTICLE XI **COMPLIANCE WITH LAWS**

Entity shall comply with all federal, state, and local laws and regulations, including, but not limited to, the public bid law contained in La. R.S. 38:2211, *et seq.*, in accomplishing the purposes of this Project and/or in its use of the RAP.

ARTICLE XII **DISCRIMINATION CLAUSE**

12.1 The Entity agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990, as amended.

12.2 The Entity agrees not to discriminate in its employment practices, and will perform its obligations under this Agreement without regard to race, color, religion, gender, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the Entity, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

ARTICLE XIII **SEVERABILITY CLAUSE**

If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

City of Sulphur

By: _____
Signature

Printed Name

Title

Federal Identification No.

WITNESSES:

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

By: _____
District Administrator

AN ORDINANCE ADOPTING THE ANNUAL BUDGET OF REVENUES AND EXPENDITURES FOR THE FISCAL YEAR JULY 1, 2022, TO JUNE 30, 2023, FOR THE CITY OF SULPHUR, LOUISIANA.

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

SECTION I. The attached estimate of revenues as reflected in the summary and such other fiscal exhibits and information as required by Section 1308(D), Louisiana Local Government Act, be and the same, is hereby adopted to serve as the Budget of Revenues for the City of Sulphur for fiscal year July 1, 2022, to June 30, 2023.

SECTION II. The attached statement of anticipated expenditures as reflected in the summary and such other fiscal exhibits and information as required by Section 1308(D), Louisiana Local Government Act, be and the same is hereby adopted to serve as the Budget of Expenditures for the City of Sulphur for the fiscal year July 1, 2022, to June 30, 2023.

SECTION III. The adoption of the Budget of Expenditures as reflected in the line-item budget filed with the Clerk of the Council containing object of expenditure classifications shall be declared to be the appropriation of the amount set therein as established in each budget classification by object of expenditure.

SECTION IV. The adoption of the Capital Improvement Budget as submitted for a period of five years with the first year being for the budget year 2022-2023 shall be for the expenditures as appropriated therein.

SECTION V. The amounts appropriated for all accounts shall not exceed the amounts fixed therefor in the Budget of Expenditures unless all terms and conditions of the Sulphur Home Rule Charter are complied with. In accordance with Section 5-04 (E) of the Sulphur Home Rule Charter (Transfer of Appropriations): At any time during the fiscal year the Mayor may transfer part or all of any unencumbered appropriation within programs or functions. Nothing contained in this section shall be construed to prohibit the governing authority from amending or making an appropriation to and for a contingent fund to be used in cases of emergency.

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

APPROVED AND ADOPTED by the City Council of the City of Sulphur, Louisiana, on this ____day of _____, 2022.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this ____ day of _____, 2022, 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 _____, 2022, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

**CITY OF SULPHUR
2022-2023 CAPITAL PROJECTS BUDGET**

AUTHORIZATION SCHEDULE OF FUNDING

	2023	Projected Additional Funding				Total
SUMMARY OF PROJECTS BY FUND:		2024	2025	2026	2027	2023-2027
Public Utility Fund:						
Wastewater Projects:						
Maplewood and Maplefork Lift Station	800,000	-	-	-	-	800,000
Maplewood Sewer Rehab	500,000	-	-	-	-	500,000
Collection System Improvements	750,000	750,000	750,000	750,000	500,000	4,250,000
All Lift Station Improvements	500,000	750,000	750,000	750,000	250,000	3,750,000
Wastewater Plant Improvements	1,000,000	750,000	750,000	750,000	750,000	4,750,000
Total Wastewater Projects	3,550,000	2,250,000	2,250,000	2,250,000	1,500,000	14,050,000
Water Projects:						
Water Distribution	750,000	750,000	750,000	750,000	750,000	3,750,000
Water Treatment Facility Improvement	750,000	500,000	500,000	500,000	500,000	2,750,000
Total Water Projects	1,500,000	1,250,000	1,250,000	1,250,000	1,250,000	6,500,000
Total Public Utility Fund	5,050,000	3,500,000	3,500,000	3,500,000	2,750,000	20,550,000
Street Improvement Capital Project Fund:						
Asphalt Street Maintenance	750,000	600,000	600,000	600,000	600,000	3,750,000
Concrete Rehab	1,000,000	750,000	750,000	750,000	500,000	3,750,000
Signalization	80,000	80,000	80,000	-	-	320,000
Sidewalk Rehab	250,000	200,000	200,000	200,000	-	1,050,000
Burton Street Rehabilitation	500,000	750,000	500,000	-	-	1,750,000
Henning and Weekly Overlay **	150,000	100,000	-	-	-	250,000
Bridge Rehabilitation and Repair	750,000	250,000	250,000	250,000	250,000	2,250,000
Ruth Street/Huntington **	-	-	-	-	-	-
Maplewood Drive	500,000	1,000,000	1,000,000	500,000	500,000	4,500,000
Brandi, Ashley, Tillman	500,000	250,000	250,000	-	-	1,000,000
Smith and Archie Rehabilitation	-	-	-	-	-	-
Post Oak Improvements (Division to Burton) **	400,000	400,000	-	-	-	800,000
Drainage	250,000	500,000	250,000	500,000	-	2,250,000
Traffic Markings	75,000	75,000	75,000	75,000	-	375,000
Total Street Improvement Capital Project Fund	5,205,000	4,955,000	3,955,000	2,875,000	1,850,000	22,045,000
Public Improvement Capital Project Fund:						
Building Improvements	-	2,000,000	-	-	-	2,000,000
Total Public Improvement Capital Project Fund	-	2,000,000	-	-	-	2,000,000
Total Capital Project by Funds	10,255,000	10,455,000	7,455,000	6,375,000	4,600,000	44,595,000

(**)80% STP<200k, 20% City

CITY OF SULPHUR, LOUISIANA
PUBLIC UTILITY FUND - BUDGET FOR YEAR ENDING
June 30, 2023

Prior Year FY 2020-2021		Current Year FY 2021-2022						Upcoming Year FY 2022-2023									
		Original Budget		Last Adopted Budget		Actual Year-to-Date as of February 28, 2021		Estimated Remaining for Year		Projected Actual Result at Year End		% Change Last Adopted Budget vs. Projected Actual Result at Year End		Proposed Budget		% Change Last Projected Actual Result at Year End vs. Proposed Budget	
Audited																	
\$ 3,744,199		\$	3,646,500	\$	3,646,500	\$	2,322,128	\$	1,161,064	\$	3,483,192	-4.48%	\$	3,826,500	9.86%		
5,434,893			5,648,870		5,648,870		3,469,491		2,000,000		5,469,491	-3.18%		5,818,676	6.38%		
9,179,091			9,295,370		9,295,370		5,791,619		3,161,064		8,952,683	-3.69%		9,645,176	7.74%		
OPERATING REVENUES:																	
OPERATING EXPENSES - BY DEPARTMENT:																	
1,246,567			797,072		797,072		386,770		272,531		659,301	-17.28%		755,055	14.52%		
496,258			461,340		461,340		333,342		168,168		501,510	8.71%		557,335	11.13%		
2,821,406			2,166,123		2,166,123		1,474,173		775,547		2,249,720	3.86%		2,637,393	17.23%		
991,843			450,753		450,753		529,148		169,430		698,578	54.98%		775,524	11.01%		
5,990,477			5,040,410		5,040,410		3,485,377		1,789,859		5,275,236	4.66%		5,741,006	8.83%		
1,084,350			476,323		476,323		684,469		153,408		837,877	75.91%		734,133	-12.38%		
12,630,901			9,392,021		9,392,021		6,893,279		3,328,941		10,222,220	8.84%		11,200,446	9.57%		
OPERATING EXPENSES - BY CHARACTERS:																	
2,030,018			1,624,323		1,624,323		1,202,309		599,196		1,801,505	10.91%		1,779,619	-1.21%		
1,978,645			875,074		875,074		629,235		314,618		943,853	7.86%		1,066,617	13.01%		
7,798			28,069		28,069		10,970		6,000		16,970	-39.54%		27,274	60.72%		
2,564,718			1,846,430		1,846,430		1,535,462		442,870		1,978,332	7.14%		2,375,184	20.06%		
710,016			644,590		644,590		497,751		253,100		750,851	16.49%		822,500	9.54%		
801,976			699,339		699,339		409,267		283,052		692,319	-1.00%		741,735	7.14%		
329,517			141,516		141,516		88,893		38,692		127,585	-9.84%		146,812	15.07%		
375,808			234,660		234,660		84,378		152,925		237,303	1.13%		249,650	5.20%		
273,464			336,743		336,743		199,231		41,000		240,231	-28.66%		527,694	119.66%		
62,752			111,500		111,500		10,562		85,300		95,862	-14.03%		115,561	20.55%		
3,496,189			2,849,777		2,849,777		2,225,221		1,112,189		3,337,410	17%		3,347,800	0.31%		
12,630,901			9,392,021		9,392,021		6,893,279		3,328,941		10,222,220	8.84%		11,200,446	9.57%		
(3,451,810)			(96,651)		(96,651)		(1,101,660)		(167,877)		(1,269,537)	1213.53%		(1,555,270)			

CITY OF SULPHUR, LOUISIANA
PUBLIC UTILITY FUND - BUDGET FOR YEAR ENDING
June 30, 2023

Prior Year	Current Year			Upcoming Year
FY 2020-2021	FY 2021-2022			FY 2022-2023

	Audited	Original Budget	Last Adopted Budget	Actual Year-to-Date as of February 28, 2022	Estimated Remaining for Year	Projected Actual Result at Year End	% Change Last Adopted Budget vs. Projected Actual Result at Year End	
							Projected Actual	vs. Proposed Budget
NON-OPERATING REVENUES (LOSS):								
2% Sales taxes for operating	1,726,799	1,529,000	1,529,000	1,133,425	370,000	1,503,425	-1.67%	1,655,000 10%
1/2% Sales taxes capital projects	223,266	197,000	197,000	145,893	51,107	197,000	0.00%	215,000 9.14%
1/2% Sales taxes for debt service	-	-	-	-	-	-	0.00%	- 0.00%
Interest Earned	70,408	90,000	90,000	52,726	26,363	79,089	-12.12%	60,000 -24.14%
Debt Principle & Interest Expense	(1,518,500)	(1,516,250)	(1,516,250)	-	(1,516,250)	(1,516,250)	0.00%	(1,524,250) 0.53%
Grants	13,255	40,000	40,000	13,255	-	13,255	0.00%	15,000 -
Other		160,000	160,000	83,779	76,221	160,000	0.00%	125,000 -21.88%
Total non-operating revenues (expenses)	515,228	499,750	499,750	1,429,078	(992,559)	436,519	-12.69%	545,750 25.02%
INCOME (LOSS) BEFORE TRANSFERS:	<u>(2,936,382)</u>	<u>403,099</u>	<u>403,099</u>			<u>(833,018)</u>		<u>(1,009,520)</u>

TRANSFERS AND CAPITAL CONTRIBUTIONS:								
Transfers out	-	-	-	-	-	-	-	-
Transfers in	-	-	-	-	-	-	-	-
Total transfers	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>		<u>-</u>
Change in net assets	<u>(2,936,382)</u>	<u>403,099</u>	<u>403,099</u>	<u>-</u>	<u>-</u>	<u>-</u>		<u>(1,009,520)</u>
TOTAL NET ASSETS, BEGINNING:	<u>59,611,634</u>	<u>56,675,052</u>	<u>56,675,052</u>			<u>56,675,052</u>		<u>56,675,052</u>
TOTAL NET ASSETS, ENDING:	<u>\$ 56,675,052</u>	<u>\$ 57,078,151</u>	<u>\$ 57,078,151</u>			<u>\$ 56,675,052</u>		<u>\$ 55,665,532</u>

CITY OF SULPHUR, LOUISIANA
GENERAL FUND - BUDGET FOR YEAR ENDING
June 30, 2023

Prior Year FY 2020-2021		Current Year FY 2021-2022				Upcoming Year FY 2022-2023	

CITY OF SULPHUR, LOUISIANA
GENERAL FUND - BUDGET FOR YEAR ENDING
June 30, 2023

Function	Prior Year	Current Year					Upcoming Year		
	FY 2020-2021	FY 2021-2022					FY 2022-2023		
	Audited	Original Budget	Last Adopted Budget	Actual Year-to-Date as of February 28, 2022	Estimated Remaining for Year	Projected Actual Result at Year End	% Change Last Projected Budget vs. Projected Actual Result at Year End	% Change Last Projected Actual Result at Year End vs. Proposed Budget	
Governmental	\$ 28,880,188	\$ 10,782,579	\$ 10,782,579	\$ 8,127,867	\$ 4,860,240	\$ 12,988,107	20.45%	\$ 12,430,443	-4.29%
Public Safety	7,276,354	7,720,598	7,720,598	5,716,100	1,560,350	7,276,450	-5.75%	7,530,245	3.49%
Fire	6,730,612	6,552,432	6,552,432	4,026,552	2,335,253	6,361,805	-2.91%	6,351,653	-0.16%
Police	\$ 42,887,154	\$ 25,055,609	\$ 25,055,609	\$ 17,870,519	\$ 8,755,843	\$ 26,626,362	6.27%	\$ 26,312,341	-1.18%
Total Expenditures by Department									

CITY OF SULPHUR, LOUISIANA
SUMMARY OF ESTIMATED SALES TAX REVENUE
BUDGET YEAR ENDING
June 30, 2023

Last Adopted Budget	Proposed Budget
2021-2022	2022-2023

SUMMARY OF SALES TAX REVENUE - BY AUTHORIZED

1% Sales and Use Tax (a)	\$ 7,880,000	\$ 8,600,000
1% Sales and Use Tax (b)	7,880,000	8,600,000
.5% Sales and Use Tax (c)	<u>3,940,000</u>	<u>4,300,000</u>
Total Sales Tax Revenue by Authorized	\$ 19,700,000	\$ 21,500,000

SUMMARY OF SALES TAX REVENUE - BY DEDICATED PURPOSE

1% Sales and Use Tax (a):

General Fund:

Operating	\$ 551,600	\$ 602,000
Salaries	150,000	150,000
Reserve & Match	6,583,400	7,253,000
Streets & Parks	150,000	150,000
Fire Department	45,000	45,000
Debt service	250,000	250,000

Public Utility Fund:

Operating	150,000	150,000
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1% Sales and Use Tax (b):

General Fund:

Capital and operating	7,880,000	8,600,000
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.5% Sales and Use Tax (c):

Street Improvement Capital Project Fund:

Improvement Projects	2,364,000	2,580,000
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Public Utility Fund:

Improvement projects	197,000	215,000
Debt Service	<u>1,379,000</u>	<u>1,505,000</u>

Total Sales Tax Revenue by Dedicated Purpose	\$ 19,700,000	\$ 21,500,000
--	---------------	---------------

SUMMARY OF SALES TAX REVENUE - BY FUND

General Fund	\$ 15,610,000	\$ 17,050,000
Public Utility Fund	1,726,000	1,870,000
Street Improvement Capital Project Fund	<u>2,364,000</u>	<u>2,580,000</u>
Total Sales Tax Revenue by Fund	\$ 19,700,000	\$ 21,500,000

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

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

(c) The tax was originally authorized in 1991, has been re-authorized for an additional 10 years from April 1, 2011.

CITY OF SULPHUR, LOUISIANA
DRUG SEIZURE FUNDS - BUDGET FOR YEAR ENDING
June 30, 2023

Prior Year FY 2020-2021		Current Year FY 2021-2022				Upcoming Year FY 2022-2023		
Audited	Original Budget	Last Adopted Budget	Actual Year-to-Date as of February 29, 2020	Estimated Remaining for Year	Projected Actual Result at Year End	% Change Last Adopted Budget vs. Projected Actual Result at Year End	Proposed Budget	% Change Last Projected Actual Result at Year End vs. Proposed Budget
SUMMARY OF REVENUES - BY SOURCE								
State sources:								
	State Seizure Funds	124,952	100,000	-	10,000	10,000	100,000	900.00%
	Interest on Investments	1,027	1,200	671	336	1,007	1,200	19.23%
	Other Revenue	275	20,000	99,282	-	99,282	10,000	0.00%
	Total Revenues from State Sources	126,254	121,200	99,953	10,336	110,289	111,200	0.83%
Federal sources:								
	Federal Seizure Funds	-	15,000	-	10,000	10,000	15,000	0.00%
	Interest on Investments	81	300	272	148	420	300	-28.57%
	Other Revenue	-	500	-	-	-	500	0.00%
	Total Revenues from Federal Sources	81	15,800	272	10,148	10,420	15,800	51.63%
	Total Revenues by Sources	\$ 126,335	\$ 137,000	\$ 100,225	\$ 20,484	\$ 120,709	\$ 127,000	5.21%
SUMMARY OF EXPENDITURES BY DEPARTMENT AND FUNCTION:								
Department and Function								
Public Safety								
Police								
	Total Expenditures by Department and Function	\$ 10,906	\$ 76,155	\$ 1,805	\$ 21,000	\$ 22,805	\$ 122,500	437.16%
		\$ 10,906	\$ 76,155	\$ 1,805	\$ 21,000	\$ 22,805	\$ 122,500	437.16%
SUMMARY OF EXPENDITURES - BY CHARACTERS:								
Characters								
	Travel and training	\$ 1,564	\$ -	\$ -	\$ -	\$ -	-	-
	Operating cost	-	-	-	-	-	-	-
	General equipment under \$5,000	1,805	-	1,805	-	1,805	-	-
	Equipment and other acquisitions over \$5,000	-	53,655	-	53,655	53,655	100,000	86.38%
	Special and other Activities	7,537	22,500	-	21,000	21,000	22,500	7.14%
	Total Expenditures by Characters	\$ 10,906	\$ 76,155	\$ 1,805	\$ 74,655	\$ 76,460	\$ 122,500	60.21%
	Excess (deficiency) of revenues over (under) expenditures	\$ 115,429	\$ 60,845	\$ 98,420	\$ (54,172)	\$ 44,249	\$ 4,500	
OTHER FINANCING SOURCES (USES):								
	Transfer in (out)	-	-	-	-	-	-	
	Total other financing sources (uses)	-	-	-	-	-	-	
	Net change in fund balance	115,429	60,845	98,420	(54,172)	44,249	4,500	
	Beginning Fund Balance	287,814	403,243	403,243		403,243	447,492	
	Ending Fund Balance	\$ 403,243	\$ 464,088	\$ 464,088		\$ 447,492	\$ 451,992	

CITY OF SULPHUR
2022-2023 CAPITAL PROJECTS BUDGET

ON-GOING PROJECTS - PREVIOUSLY FUNDED

	Current Project Budget	Expended as of February 28, 2022	Balance as of February 28, 2022
SUMMARY OF PROJECTS BY FUND:			
Public Utility Fund:			
Wastewater Projects:			
Wastewater Plant Improvements	\$ 6,620,676	\$ 1,052,157	\$ 5,568,519
Misc Lift Station Improvements	350,000	224,553	125,447
Total Wastewater Projects	6,970,676	1,276,710	5,693,966
Water Projects:			
Water Distribution	7,300,000	2,952,480	4,347,520
Water Treatment Facility Improvement	8,498,788	5,573,041	2,925,747
Total Water Projects	15,798,788	8,525,521	7,273,267
Total Public Utility Fund	22,769,464	9,802,231	12,967,233
Street Improvement Capital Project Fund:			
I-10 North Frontage Rd	250,000	209,687	40,313
Concrete Rehab	4,191,791	448,156	3,743,635
Signalization	181,371	-	181,371
Burton St. Reconstruction	745,000	77,198	667,802
Drainage	1,409,873	1,060,963	348,910
Maplewood Drive Rehabilitation	3,909,000	1,440,922	2,468,078
Misc Street and Bridge Improvements (Ruth, Henning, Hazel, Post Oak, Misc Gravel, EWS Mimosa, bridges)	7,711,132	3,056,193	4,654,939
Total Street Improvement Capital Project Fund	18,398,167	6,293,119	12,105,048
Public Improvement Capital Project Fund:			
Police Training Center	1,248,000	-	1,248,000
Rebanding Police & Fire Dept.	66,450	37,235	29,215
Building Improvements	3,500,000	2,626,148	873,852
Fire Truck	1,059,741	1,059,741	-
Misc. Building Improvement	3,575,735	894,692	2,681,043
Total Public Improvement Capital Project Fund	9,449,926	4,617,816	4,832,110
Total Capital Project by Funds	\$ 50,617,557	\$ 20,713,166	\$ 29,904,391

CITY OF SULPHUR
CAPITAL IMPROVEMENT PLAN
2021-2025 Asphalt Overlay Projects

CIP Category	Project	Limit One	Limit Two
Ongoing	Henning/ Weekly Road	Ruth Street	LA 27
Ongoing	Mimosa Heights Improvements		
Ongoing	Brandi	Sara	Ashley
Ongoing	Tillman	Sara	Ashley
Ongoing	Ashley	Brandi	Kim
Ongoing	Post Oak	Division	Burton Street
Ongoing	Burton Street	Beglis	Savoy
2021-2022	Edgar	Live Oak	Pitre
2021-2022	Lincoln	Full	Limits
2021-2022	O'Quain	Perry	Lewis
2021-2022	Perry	O'Quin	E. Carlton
2021-2022	N. Rose Park	Post Oak	Rosary
2021-2022	Gist Lane	Marilyn	Dead End
2021-2022	St. Joseph	Gale	West to End
2021-2022	Bowmer	S. Hazel	Vine
2021-2022	Sunset		
2021-2022	Perry	O'Quain	E. Carlton
2021-2022	Palmetto	E. Burton	Sherwood
2021-2022	Augustine	Palermo	Tammy
2021-2022	Royal Oak	Post Oak	Dead End
2022-2023	Morgan	E. Burton Street	S. Mimosa Drive
2022-2023	S. Irwin	E. Napoleon	Foreman
2022-2023	Mackey	W. Burton	W. Verdine
2022-2023	Vine	Ward	Maplewood
2022-2023	Patton Street	City Limits	
2022-2023	Wright Road	City Limits	
2022-2023	Hildebrandt	E. Burton	E. Lincoln
2022-2023	N. Johnson	Burton	Vincent
2022-2023	W. Lincoln	N. Huntington	W. Crocker
2022-2023	Kyle	N. Crocker	Alvin
2022-2023	Rio Hondo	Cherokee	Fairview
2022-2023	Quelqueshoe	Cherokee	Fairview
2022-2023	Cherokee	Madison	Rio Hondo
2023-2024	N. Shasta	Maplewood	Rhua
2023-2024	Loretto	Maplewood	Taylor
2023-2024	Horseshoe	Maplewood	Maplewood
2023-2024	Kellison	Maplewood	Dead End
2024-2025	N. Lebanon	Lebanon	S. Hazel
2024-2025	S. Lebanon	Lebanon	S. Hazel
2024-2025	Lebanon	S. Lebanon	N. Lebanon

CAPITAL IMPROVEMENT PLAN

2020-2025 Street and Road Improvement Projects

CIP Category	Project	Limit One	Limit Two
Ongoing	2018 Concrete Rehab		
Ongoing	Citywide Striping		
Ongoing	Bridge Repair/Replace		
Ongoing	Maplewood Drive Rehabilitation		
Ongoing	Smith and Archie Rehabilitation	E. Burton	Archie
2021-2022	Navarre Street	Reeds Metals	Saunier
2021-2022	Elizabeth	Wasey	Elm
2022-2023	Patton Street	Highway 27	
2021-2022	Mulbery Road	Center Circle	Magnolia
2022-2023	Saunier Panel Patching		

ORDINANCE NO. _____, MC, SERIES

AN ORDINANCE AMENDING ORDINANCE NO. 1621, M-C SERIES TO SET FORTH
WATER FEES CHARGED BY THE CITY.

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

WATER:

FLAT RATES

Commercial Inside	37.00	34.50	DHH Testing Fee	1.00
Commercial Outside	74.00	69.00	DHH Testing Fee	1.00
Church Inside	24.75	23.00	DHH Testing Fee	1.00
Church Outside	49.50	46.00	DHH Testing Fee	1.00
Multi Commercial Inside	37.00	34.50	DHH Testing Fee	1.00
Multi Family Inside	24.75	23.00	DHH Testing Fee	1.00
Multi Family Outside	49.50	46.00	DHH Testing Fee	1.00
Residential Inside	24.75	23.00	DHH Testing Fee	1.00
Residential Outside	49.50	46.00	DHH Testing Fee	1.00
Trailer Park Inside	24.75	23.00	DHH Testing Fee	1.00
Trailer Park Outside	49.50	46.00	DHH Testing Fee	1.00
Utility Assistance Inside	14.75	15.50	DHH Testing Fee	1.00
Utility Assistance Outside	\$39.50		DHH Testing Fee	1.00

METERED RATES

	Inside	Outside
First 5,000 gallons used	34.50 37.00	69.00 74.00
Next 25,000 gallons used per 100 gal. (5,001 to 30,000)	.5352 .5386	1.0704 1.0773
Next 70,000 gallons used per 100 gal. (30,001 to 100,000)	.4256	.8512
Next over 100,000 gallons used per 100 gal. (100,001 & up)	.2863	.5726

COMMERCIAL IRRIGATION (IM)

First 5,000 gallons used	34.50 36.25	69.00 72.50
Next 25,000 gallons used per 100 gal. (5,001 to 30,000)	.5352 .5386	1.0704 1.0773
Next 70,000 gallons used per 100 gal. (30,001 to 100,000)	.4256	.8512
Next over 100,000 gallons used per 100 gal. (100,001 & up)	.2863	.5726

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

APPROVED AND ADOPTED by
the City Council of the City of Sulphur,
Louisiana, on this _____ day
of _____, 2022.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2022, 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 _____,
2022, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

AN ORDINANCE AMENDING ORDINANCE NO. 1622, M-C SERIES TO SET FORTH SEWER FEES CHARGED BY THE CITY.

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

SEWER:

FLAT RATES

Commercial Inside	37.25 40.35
Commercial Outside	74.50 80.70
Church Inside	25.85 27.60
Church Outside	51.70 55.20
Multi Commercial Inside	37.25 40.35
Multi Family Inside	25.85 27.60
Multi Family Outside	51.70 55.20
Residential Inside	25.85 27.60
Residential Outside	51.70 55.20
Trailer Park Inside	25.85 27.60
Trailer Park Outside	51.70 55.20
Utility Assistance Inside	18.35 17.35
Utility Assistance Outside	44.95

METERED RATES

	Inside	Outside
First 5,000 gallons used	37.25 40.35	74.50 80.70
Next 25,000 gallons used per 100 gal. (5,001 to 30,000)	.2990	.5981
Next 70,000 gallons used per 100 gal. (30,001 to 100,000)	.3642	.7283
Next over 100,000 gallons used per 100 gal. (100,001 & up)	.2451	.4902

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

APPROVED AND ADOPTED by
the City Council of the City of Sulphur,
Louisiana, on this _____ day of _____, 2022.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this _____ day of _____, 2022, 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 _____, 2022, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ORDINANCE NO. _____, M-C SERIES

AN ORDINANCE AMENDING ORDINANCE NO. 1725, M-C SERIES
TO SET FORTH GARBAGE/TRASH COLLECTION FEES CHARGED
BY THE CITY.

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

GARBAGE-TRASH (SOLID WASTE)

~~\$19.65~~ \$20.40 Per Unit Per Month (A unit residential or service as defined in
existing Contract)

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

APPROVED AND ADOPTED by
the City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____, 2022.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2022, 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 _____,
2022, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AMENDING ORDINANCE NO. 1750, M-C SERIES,
PARTICULARLY CHAPTER 25-2 AND 25-7.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Ordinance No. 1750, M-C Series, particularly Chapter 25-2 and 25-7 to read as follows:

Sec. 25-2. - Definitions.

The following terms, when used in this article, shall have the following meanings, unless the context clearly indicates otherwise:

- (a) *Baseline Flood Elevation (BFE)*. A minimum construction elevation dictated by FEMA floodplain requirements.
- (b) *Commercial Development*. Commercial developments include business, retail establishments, multi-family (3 or more units on a single tract of land), and other mixed residential/commercial uses. Commercial developments do not include existing or new residential lots or subdivisions.
- (c) *Drainage Impact Analysis*. Shall refer to a submission made to the City to address all requirements in this Article related to drainage.
- (d) *Existing Commercial Development*. A commercial development in existence as of January 1, 2022. Existing Commercial Development shall also apply commercial developments that are annexed into the City and either a) were in existence as of January 1, 2022, or b) were approved by the Parish under their drainage ordinance.
- (e) *Expanded Commercial Development*. An expansion of impervious surface areas to an existing commercial development.
- (f) *New Commercial Development*. Commercial developments that are proposed or constructed after January 1, 2022.
- (g) *Fill Mitigation*. A requirement for properties within designated flood zones that ensures that applicable developments have a net zero impact on flood plain stormwater storage volume.
- (h) *Freeboard Elevation*. A construction elevation requirement for foundations as defined in Sec. 25-7.
- (i) *FEMA*. Federal Emergency Management Agency, responsible for development of BFE's.
- (j) *Impervious Surface Areas*. Are those constructed of concrete, asphalt, or other solid materials that prevent flow of stormwater to the ground surface. A grass or surface area that is covered with a roof, but that is open-sided, is not considered as impervious surface area.
- (k) *Large Commercial Developments*. Shall mean any new or expanded commercial that results in more than 40,000 square feet of total impervious surface area, or that is constructed on more than two (2) acres.
 - Impervious areas shall include all improvements on the lot as well as any roadway, sidewalks, or other permanent improvements which will be constructed by the developer.
 - For purposes of determining total impervious surface area, all phases development shall be considered.
- (l) *Large Residential Subdivisions*. Shall mean any new or expanded residential development that results in more than 40,000 square feet of total impervious surface area.
 - Impervious areas shall include all improvements on the lot as well as any roadway, sidewalks, or other permanent improvements which will be constructed by the developer.
 - For purposes of determining total impervious surface area, all phases

development shall be considered.

- For new residential subdivisions, unless alternative information is presented by the developer, it is assumed that each platted lot within the subdivision includes 2500 square feet of impervious surface to account for the house, driveway, porches, accessory structures, etc.
- (m) *Mitigation Bank*. A city account that tracks projects which increase stormwater storage volume in flood zones. These increases (credits) may be available to offset loss of volume due to use of fill material in developments.
- (n) *Residential Subdivisions*. Developments consisting of platted lots/parcels/plots designated for single-family residential dwellings consisting of no more than two (2) units per dwelling, i.e., a duplex.
- (o) *Existing Residential Subdivisions*. Existing platted lots in residential subdivisions approved as of January 1, 2022 and/or in established neighborhoods in the City. Existing Residential Subdivision also applies to subdivisions or platted lots that are annexed into the City and either a) were in existence as of January 1, 2022, or b) were approved by the Parish under their drainage ordinance.
- (p) *New Residential Subdivision*. A subdivision of property into two (2) or more residential lots/parcels/plots after January 1, 2022. A re-subdivision of lots/plats in existing residential subdivisions is a new subdivision.
- (q) *Rational Method*. Runoff hydrologic calculation method designed for small watersheds. This methodology is included in most hydrology textbooks and provides a peak runoff volume for a catchment area.
- (r) *Small Commercial Development*. Shall mean any new or expanded commercial development with less than 40,000 square feet of impervious surface area on less than two (2) acres of land.
- (s) *Small Residential Subdivision*. Any new or expanded residential development that results in less than 40,000 square feet of total impervious surface area.
- (t) *Stormwater Runoff Management*. Is a requirement for ensuring that, under defined conditions, post-development stormwater flow rates do not exceed pre-development stormwater flow rates.
- (u) *Substantial Improvements*. Should include improvements made due to significant damages (improvement costs greater than 50% of cost of structure).

Sec. 25-7. – Freeboard Elevations

The following minimum foundation elevation requirements are established to provide protection from flooding events in the City.

- (a) All **new** residential or commercial construction ~~on existing or development tracts,~~ and any substantial improvements related to the same, shall have the minimum lowest floor elevation be one (1) foot above the highest of the following four (4) measurements:
 1. BFE as determined by the latest Calcasieu Parish Flood Insurance Study (FIS) issued by FEMA in **Special Flood Hazard Areas (SFHA, zones A, AE, AO and VE** [Additional Note: for sites with a BFE of nine (9) feet or less, the minimum value for this calculation shall be ten (10) feet];
 2. Center line of the nearest street across from or adjacent to the structure;
 3. Top of the nearest upstream or downstream sanitary sewer manhole where a community or municipal system is provided, or
 4. Highest recorded historical or modeled (100-year) inundation levels, if known.
- ~~(a) All mechanical equipment must also comply with the above minimum lowest floor elevation requirements.~~
- (b) All lift stations lid elevations shall comply with the above minimum lowest floor elevation requirements.

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

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2022.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2022, 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 _____,
2022, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING MAYOR DANA HAY TO SIGN THE LA DOTD MAINTENANCE AGREEMENT FOR MOWING AND LITTER PICKUP FOR FY YEAR ENDING JUNE 30, 2023.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Mike Danahay to sign the LA DOTD Maintenance Agreement for mowing and litter pickup for FY ending June 30, 2023.

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 _____, 2022.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this _____ day of _____, 2022, 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 _____, 2022, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk



Office of the Secretary
PO Box 94245 | Baton Rouge, LA 70804-9245
ph: 225-379-1200 | fx: 225-379-1851

John Bel Edwards, Governor
Shawn D. Wilson, Ph.D., Secretary

April 5, 2022

Mr. Mike Danahay
Mayor of City of Sulphur
P. O. Box 1309
Sulphur, La 70664

RE: Maintenance Agreement Including Mowing and Litter Pickup

Dear Mayor Danahay,

Transmitted Herewith are three (3) original unsigned agreements between the Department of Transportation and Development and the City of Sulphur for maintenance including mowing and litter pickup for the period beginning July 1, 2022 and ending June 30, 2023.

Please sign and return these agreements prior to July 1, 2022.

Sincerely,

A handwritten signature in blue ink, appearing to read "KJS", with a stylized flourish extending from the end.

Kevin J. Seilhan, P.E.
Assistant District Administrator – Operations

KJS:kw

**MAINTENANCE AGREEMENT
INCLUDING MOWING AND LITTER PICKUP**

FOR THE FISCAL YEAR ENDING JUNE 30, 2023

BETWEEN

CITY OF SULPHUR

AND

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

AGREEMENT

This **AGREEMENT**, ("Agreement") is made and entered into this _____ day of, _____, 2022, by and between the **STATE OF LOUISIANA**, through the Department of Transportation and Development, hereinafter referred to as ("**DOTD**"), represented herein by its Secretary or his duly authorized designee, and the City of Sulphur, hereinafter referred to as ("**Municipality**"), appearing herein through its Mayor, Mike Danahay, duly authorized.

WITNESSETH:

WHEREAS, pursuant to the provisions of LSA-R.S. 48:193, **DOTD** is directed to repair and to keep in operating condition, at its sole cost and expense, all municipal roads and streets within the State Highway System as it is defined in LSA- R.S. 48:191, hereinafter sometimes referred to as the "State Highway System" or "State Roadway"; and

WHEREAS, further, LSA-R.S. 48:193 authorizes municipalities to request that the repair and maintenance of said State Roadways located within their respective municipalities be performed by the municipality, at the State's expense; and

WHEREAS, **DOTD** lacks sufficient personnel and equipment to perform mowing and litter collection on a routine and continuing basis and wishes to enter into an agreement with the **Municipality** to perform maintenance directly related to mowing and litter collection on the State Roadways located within the City of Sulphur; and

NOW, THEREFORE, it is hereby agreed between **DOTD** and **Municipality**:

ARTICLE I: **Covered Roadways:**

This Agreement applies only to those State Roadways identified on the List of Routes for Maintenance Agreement shown on Exhibit "A", a copy of which is appended hereto and made a part hereof by reference. These State Roadways are collectively referred to as "State Roadways" and, for purposes of this Agreement, the term "State Roadway" shall include all rights of ways and roadway shoulders associated with the State Roadways.

ARTICLE II: **Mowing Litter and Trash Collection**

The **Municipality** shall conduct its operation in a manner such that the safety and convenience of the public shall be regarded as a priority. All equipment and traffic control devices shall be in accordance with the Manual on Uniform Traffic Control Devices. The

DOTD reserves the right to stop the **Municipality** from working or order any piece of equipment removed from the roadway or right of way should it be determined that the minimum safety standards are not being met.

Prior to beginning a litter collection or mowing cycle the Municipality shall contact the DOTD District Office or the Parish Maintenance Office advising them of the starting date.

The Municipality will be required to report daily work activities on the form provided (Exhibit "B" attached) and shall include the work completed (mowing) and litter amount in cubic yards collected each day for the duration of the cycle or period of time that the work is being performed.

Completed Forms shall be maintained by the municipality and shall be submitted to the DOTD district contact with the semi-annual invoice for covered time period.

Failure to turn in the Completed Form with the semi-annual invoice will delay payment until the required Daily Work Reports are submitted.

The **Municipality** shall pick up and properly dispose of all trash and debris located on the State Roadways prior to conducting mowing operations. Litter and trash collection shall precede the mowing operation by no more than 24 hours. The **Municipality** shall perform litter and debris pick-up on all grass and vegetative areas, ditches, paved roadside shoulders and areas beneath overhead bridges and roadways. All litter, trash and debris uncovered by the mowing operation shall be picked up within 48 hours of the mowing operation. All litter, trash and debris shall be collected and piled or bagged off of the travel lanes and paved shoulders of the State Roadways and must be removed from the right-of-ways by the close of business the same workday that it is collected. **Municipality** shall provide, at its own expense, all equipment necessary to perform the duties provided for in this Agreement, including but not limited to, all trash bags, mowing and trimming equipment and herbicide applicators. **Municipality** shall record and document the amount of litter collected and report these amounts to the appropriate DOTD District Engineer at the time invoices are submitted for payment.

For purposes of this agreement litter, trash and debris shall mean all trash, debris, litter, junk, rubbish, paper, cardboard, glass, cans, discarded items, garbage, old tires, treads, dead trees, wood materials, concrete, etc. The Municipality will not be required to pick up every isolated cigarette butt, chip of glass or similar small objects.

The **Municipality** shall mow grass and cut or otherwise control mowable vegetation along ditches, around signs, guardrails and bridge ends, trim overhanging grass along curbs, and remove litter and debris within the designated, dedicated or apparent right of

way. For purposes of this Agreement, mowable vegetation is defined as any trees, vegetation, brush, etc., that is two inches in diameter or less measured five inches above the ground. Mowing and litter removal shall be accomplished a minimum of four (4) times per year. The dates of the mowing operations shall be set forth on the Mowing Plan submitted by Municipality to Roadside Development Coordinator assigned to the DOTD District where the mowing operations are to take place.

Natural stands or planted stands of wildflowers shall not be cut until after seed heads have formed unless, in the opinion of **DOTD** District Administrator, the flowers are causing a traffic hazard or have a very undesirable appearance.

If, during the term of this Agreement, **DOTD** alters or makes repairs to State Roadways covered by this Agreement, **DOTD** will initiate contact with the **Municipality** to revise mowing and litter pick-up practices for the applicable State Roadway.

The **Municipality** shall be responsible for payments to its employees and contractors who perform work pursuant to this Agreement and shall be responsible for payroll taxes and benefits due each employee who is assigned to work pursuant to this Agreement.

Nothing herein is intended to create a statutory employer relationship between **DOTD** and the employees or contractors of the **Municipality**.

ARTICLE III:

Use of Herbicide/Chemicals in Mowing Operations

The **Municipality** may utilize Vegetation Management Plans involving the use of herbicides/chemicals by the **Municipality**, provided that the **Municipality** obtains written approval from the **DOTD** District Administrator. The **Municipality** may elect to enter into a contract with third parties to administer herbicides. The following conditions shall apply to all Vegetation Management Plans involving the use of herbicides/chemicals whether performed by the **Municipality** or its contractor:

All liability arising from the use or misuse herbicides/chemicals pursuant to this Agreement shall be the responsibility of the **Municipality** and, when applicable, the **Municipality's** contractor making said chemical applications.

Municipality shall notify **DOTD** of its intention to apply chemicals for growth retarding purposes. Said notification shall be in writing and shall be included in the **Municipality's** Roadside Management Plan. The Roadside Management Plan shall include projected mowing and spraying schedules for the yearly contract. All herbicide applicators must possess a Category 6 Pesticide Applicators license obtained through the Louisiana Department of Agriculture and Forestry. A copy of licenses shall be included in the

Municipality's Management Plan if the work is to be performed by **Municipality** employees. If herbicide/chemical application will be performed by **Municipality's** contractor, proof of insurance and required Louisiana licensing procedures shall be followed. The **DOTD** reserves the right to inspect and approve all forms of application equipment when making herbicide/chemical applications to **DOTD** Roadways and rights of ways.

All herbicide/chemical applications performed from the traveling roadway shall be performed in accordance with **DOTD's** "Safety Policy and Procedure Manual". This shall include, but is not limited to, the use of arrow boards and crash attenuators when applications are made from the inside lane or fast-moving lane on divided highways. The **DOTD** reserves the right to approve all herbicides/chemicals used in herbicide/chemical treatments to **DOTD** rights of ways. A list of herbicides/chemicals and the quantities to be used are contained in the **DOTD** Policy for Roadside Management.

The **DOTD** reserves the right to disallow the use of Integrated Roadside Management practices in sensitive areas or sites or sites deemed by **DOTD** as unsuitable for such practices.

The **Municipality** or its contractor shall consult with the **DOTD** Roadside Development Coordinator, on an annual basis, to verify whether any of these conditions exist.

The maximum number of generalized herbicide applications, shall be limited to two (2) per growing season.

The maximum number of generalized seed-head suppression applications shall be limited to two (2) per growing season.

A combination of the above two types of spraying maybe allowed, but no more than two in any given growing season.

Further, there shall be a contract mowing cycle interspersed between any two herbicide applications.

Spot Treatments:

Spot treatments for weed control shall be allowed. Products used for spot treatments shall have no injurious effects to the predominant turf grass. Chemical control of grasses and weeds around signs, guardrails, light standards, revetments and bridge ends will be allowed. The Municipality shall obtain prior approval from the District Roadside Development Coordinator for the chemicals used by the **Municipality** for spot treatments.

All concerns or questions relating to the use of herbicides shall be directed to the **DOTD** District Administrator.

ARTICLE IV:
Reimbursement

DOTD will reimburse the **Municipality** on a semi-annual basis for work performed pursuant to this Agreement. **The documentation required in Article II shall be submitted with each invoice. Payment will be withheld until the documentation is submitted and approved by DOTD.**

ARTICLE V:
Payments

Municipality shall be reimbursed by **DOTD** the amount of Eight Hundred Seventy Five and 00/100 Dollars, (\$875.00) per cycle, per mile for Interstate Roadways; Five Hundred and 00/100 Dollars, (\$500.00) per cycle, per mile for divided State Roadways; and Two Hundred Fifty and 00/100 Dollars (\$250.00) per cycle, per mile for undivided State Roadways. All such payments shall be for work performed under the provisions of Article II - Litter and Trash Collection of this Agreement.

The total mileage to be maintained by the **Municipality** pursuant to this Agreement and for which the **Municipality** is entitled to reimbursement by **DOTD** is 9.30 miles. Of this, 0.00 miles are Interstate Roadways; 1.54 miles are divided State Roadways and 7.76 miles are undivided State Roadways. The total maximum amount for which the **Municipality** may claim reimbursement is **TEN THOUSAND EIGHT HUNDRED FORTY AND 00/100 DOLLARS, (\$10,840.00)**. It is understood and agreed that the rates per cycle, per mile at which the **Municipality** is to be reimbursed are without regard to the type of wearing surface of the traffic lanes or other features of the State and Interstate Roadways covered by this Agreement.

ARTICLE VI:
Substandard Performance

If, in the opinion of the **DOTD** District Administrator, the **Municipality** has failed to properly fulfill its obligation with respect to any or all State Roadways covered by this Agreement, and after the **Municipality** has been notified in writing and given adequate opportunity to correct the condition, the **Municipality** has failed or refuses to correct said problem, the **DOTD's** District Administrator may order the **DOTD** maintenance forces to perform such work as, in his or her opinion, is necessary for the proper maintenance of the State Roadways and the **DOTD** may deduct the cost thereof from any monies due or that become due to **Municipality**.

ARTICLE VII:
Indemnification

The **Municipality** shall defend, indemnify, save and hold harmless the State of Louisiana, through the Department of Transportation and Development, its offices, agents, servants and employees, including volunteers, from and against any and all claims, demands, suits, judgments of sums of money, attorneys' fees, court costs, expense and liability, to any party or third person, including, but not limited to, amounts for or arising out of injury or death to any person for loss of life, injury, damage, loss or destruction of any property, or damages for tort or breach of contract or any other basis of liability growing out of, resulting from, or by reason or any act, omission, operation or work of the **Municipality**, its agents, contractors, servants and employees, or on account of negligence in safeguarding the work or through use of unacceptable materials in maintaining the work, or because of any negligent act, omission or misconduct of the municipality, or because of claims or amount recovered from infringement of patent, trademark or copy right, or from claims or amounts arising or recovered under Worker's Compensation Act, or other law, ordinance, order or decree, or any and all costs, expense and/or attorneys' fees incurred by the municipality or **DOTD** as a result of any claims, demands, and/or causes of action while engaged upon or in connection with the performance of this Agreement by the **Municipality** or its contractors, employees, agents and assigns under this Agreement, except for those claims, demands, and/or causes of action arising out of the sole negligence of the Department or its agents, representatives and/or employees. The **Municipality** agrees to investigate, handle, respond to, provide defense for and defend, any such claims, demand or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claim, demand or suit is groundless, false or fraudulent.

ARTICLE VIII:
Funding Contingency

The continuation of this Agreement is contingent upon the appropriation of funds by the Louisiana State Legislature to the **DOTD** to fulfill the requirements of this Agreement. If the Legislature fails to appropriate sufficient monies to provide the continuation of this Agreement, or if such appropriation is reduced by veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Agreement, this Agreement shall be reduced or terminate on the date said funds are no longer available.

ARTICLE IX:
Limitation On Use of State Funds

The **Municipality** agrees to use the funds provided by the State through **DOTD** only for the services authorized in this Agreement and in accordance with constitutional and statutory restrictions on the use of State funds for public purposes.

ARTICLE X:
Term and Cancellation

This Agreement shall begin on **July 1, 2022**, and shall end on **June 30, 2023**, but may be terminated earlier under any or all of the following conditions:

By mutual agreement and consent of the parties hereto.

By the **DOTD** as a consequence of the failure of the **Municipality** to comply with the terms or quality of work in a satisfactory manner.

By either party upon failure of the other party to fulfill its obligations as set forth in this Agreement.

By either party giving thirty (30) days written notice to the other party.

By the **DOTD** upon withdrawal or reduction of funding by the Louisiana Legislature or by any other lawful manner.

By either party as the result of an Act of God that prohibits performance, by either party, of duties proscribed in this Agreement.

If termination is made under condition four (4), above, after work has begun, the **Municipality** will be paid for all services rendered to date of termination.

DOTD may, at its option, suspend the services performed pursuant to this Agreement, without penalty of any kind, and without terminating the Agreement. Should the **DOTD** desire to exercise this right of suspension, it may do so by providing the **Municipality** with prior written notice of its intent to suspend the Agreement, thirty (30) days in advance of the effective date of suspension. The Agreement may be reinstated and resumed in full force and effect by **DOTD** by providing the **Municipality** with sixty (60) days written notice to that effect.

ARTICLE XI:
Claims for Liens

The **Municipality** shall hold the **DOTD** harmless from any and all claims for liens for labor, services or materials furnished to the **Municipality** in connection with the performance of his obligations under this Agreement.

ARTICLE XII:
Compliance With Laws

The **Municipality** agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the **Municipality** agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

ARTICLE XIII:
Agreement Modifications

Any changes or modifications to the terms of this Agreement must be made by a fully executed Supplemental Agreement.

ARTICLE XIV:
Disputes

Any dispute concerning a question of fact in connection with the work not disposed of by this Agreement or by agreement of the parties shall be referred to the **DOTD's** Secretary or his duly authorized representative for determination, whose decision in the matter shall be final and conclusive on the parties to this Agreement.

ARTICLE XV:
Record Keeping, Reporting and Audits

The **Municipality** shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred relative to this project and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under this

Agreement, for inspection by the **DOTD** Audit Control Section, the Legislative Auditor, and/or the Office of the Governor, Division of Administration Auditors under State

and Federal Regulations effective as of the date of this Agreement and copies thereof shall be furnished if requested.

ARTICLE XVI:
Covenant Against Contingent Fees

The **Municipality** warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the **Municipality** to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the **Municipality**, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

The **DOTD** shall have the right to annul this Agreement without liability or, in its discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee if the **Municipality** breaches or violates this warranty.

No member of or delegate to Congress or resident commissioner shall be entitled to any share or part of this Agreement or to any benefit that may arise there from, but this provision shall not be construed to extend to a contract if made with a corporation for its general benefit.

ARTICLE XVII:
Subletting, Assignment or Transfer

The **Municipality** shall not subcontract any of his duties or responsibilities under this Agreement without the express written consent of DOTD.

The **Municipality** shall not assign any interest in this Agreement and shall not transfer any interest in same, whether by assignment or novation, without prior written consent of the DOTD, provided however, that claims for money due or to become due to the **Municipality** from DOTD may be assigned to a bank, trust company, or other financial institution without prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the DOTD.

ARTICLE XVIII:
Successors and Assigns

This Agreement shall be binding upon the successors and assigns of the respective parties hereto.

WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers, thereunto duly authorized as of the day and year first above written.

THUS DONE AND SIGNED at _____, Louisiana, this _____ day of _____, 2022.

WITNESSES

Municipality

BY: _____
(Signed Name)

(Printed Name)

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

Tax ID. # 72-6001361

THUS DONE AND SIGNED at Lake Charles, Louisiana, this _____ day of _____, 2022.

WITNESSES:

DOTD

BY: _____
DONALD L. DUBERVILLE, P.E.
DISTRICT ENGINEER ADMINISTRATOR

City of Sulphur Road description

EXHIBIT "A"

	description	mileage	control section
LA 1256	(From Patch St.)(South of I-10) to I-10 N R/W)(Ruth)	0.15 Undivided	031-05
LA 1256	(From Patch St.)(South of I-10) to I-10 N R/W)(Ruth)	0.31 Divided	031-05
LA 27	(From US 90 to 0.87 mi. North at Brimstone Pipeline R/W (LA 27N)	0.87 Undivided	031-06
LA 27	(From Kingwood Drive- Beginning of grass median)(S. of I-10 to US 90 (Beglis Parkway)	0.14 Undivided	810-27
LA 27	(From Beginning of grass median-Weekly Roads)(S. of I-10 to US 90 (Beglis Parkway)	0.67 Divided	810-27
LA 27	(From Weekly Road – US 90)(S. of I-10 to US 90) (Beglis Parkway)	1.16 Undivided	810-27
LA 27	(From the south end of 10 c of a to US 90)(Cities Service Highway)	0.56 Divided	810-19
LA 108	(From the south of i-10 c of a to US 90)(Cities Service Highway)	1.17 Undivided	810-19
US 90	(From SRD Canal to Picard Rd)(Napoleon)	0.54 Undivided	003-03
US 90	(From Picard to Huntington ST. LA 27)(Napoleon)	0.42 Undivided	003-03
US 90	(From LA 27 HuntingtonSt.-Lewis ST)(Napoleon)	0.57 Undivided	003-04
US 90	(From Lewis ST. Post Oak Rd)(Napoleon)	1.02 Undivided	003-04
US 90	(From Post Oak Rd-Prater Rd)(Napoleon) Except from Auto Plex 2000 East P/L to Hwy 108 West R/W Line	1.72 Undivided	003-04

Total Undivided 7.76
Total Divided 1.54
Total Miles 9.30

“Exhibit B”

Municipality _____ Fiscal Year _____
SRM No. _____
Date from _____ Date to _____

The Municipality will be required to report daily work activities on on the form provided (Exhibit "B" attached) and shall include the work completed (mowing) and litter amount in cubic yards collected each day for the duration of the cycle or period of time that the work is being performed.

Completed form shall be maintained by the municipality and shall be submitted to the DOTD district contact with the semi-annual

[illegible]

Signed By: _____

Printed Name: _____

RESOLUTION NO. _____, M-C SERIES

**RESOLUTION AUTHORIZING AN INCREASE FOR THE OFFICE
OF MOTOR VEHICLE SERVICE FEE.**

WHEREAS, in accordance with R.S. 32:429 the City Council may levy a fee in an amount not to exceed Six (\$6.00) Dollars.

BE IT RESOLVED, by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize an increase for the Office of Motor Vehicles service fee in the amount of Six (\$6.00) Dollars.

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____, 2022.

JOY ABSHIRE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

Resolution accepting Substantial Completion for the Verdine Water Treatment Plant Improvement Program – Phase 2B.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby accept Substantial Completion for the Verdine Water Treatment Plant Improvement Program – Phase 2B.

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____, 2022.

JOY ABSHIRE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

MEYER & ASSOCIATES, INC.

PUNCH LIST

PROJECT: Verdine Water Treatment Plant Improvement Program- Phase 2B
– Removal and Replacement of Pressure Filters

DATE: March 29, 2022

PROJECT NO: A9-19089-DB2

INSPECTION WAS CONDUCTED AT ABOVE PROJECT BY:

CONTRACTOR-OWNER

ENGINEER-ARCHITECT

Contractor: The Lemoine Company, LLC

Engineer: Wayne Harris, P.E.

Owner: City of Sulphur

Inspector: Michael Williams

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

Type of Inspection	Preliminary	Substantial X	Final	1 Yr. Guaranty
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NO.	ITEM	VALUE
1	Complete hose bibb assembly	\$100.00
2	Provide touch-up painting various locations and finish reinstallation of building flashing around filter tanks noted and as needed.	\$1,700.00
3	Remove extra shutoff valves installed on discharge piping of ARV by mistake (2 locations)	\$200.00
4	Complete Installation of Change Order No. 5 Tank Overflow Piping Surface Prep and Painting	\$0.00*
5	Complete Installation of Change Order No. 6 Emergency Power Generator Foundation for Irwin Street Water Well Prep	\$0.00*
6	Complete Installation of Change Order No. 7 Electrical Work and Materials for New Air Scour Blower	\$0.00*
7	Complete Installation of Change Order No. 8 North Water Well Transmission Piping Reconnection to Influent Well Piping Manifold	\$0.00*
8	Weld Leaking Filter Tank Test Drain Plug in Place and Repair Paint Coating at Welded Plug (2 locations)	\$0.00*
9	Removal of General Contractor Job Storage Containers and General Site Clean-up and Site Dressing.	\$0.00**
Note	* - Designates the value to be per approved contract change order item cost unbilled to date. No additional withholding value. To be paid when satisfactorily completed.	

Distribution:

1. Project Manager
2. Contractor's Representative
3. Resident Project Representative
4. File

MEYER & ASSOCIATES, INC.

PUNCH LIST

PROJECT: Verdine Water Treatment Plant Improvement Program- Phase 2B
– Removal and Replacement of Pressure Filters

DATE: March 29, 2022

PROJECT NO: A9-19089-DB2

Note	** - Designates the value to be per approved original contract schedule of values item cost unbilled to date. No additional withholding value. To be paid when satisfactorily completed.	
	TOTAL	\$2,000.00

RESOLUTION NO. _____, M-C SERIES

Resolution authorizing the advertisement of bids for Roselawn Cemetery Storm Repairs Fencing Project.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize advertisement of bids for Roselawn Cemetery Storm Repairs Fencing Project, said bids to be in accordance with the quantities and specifications on file with Meyer & Associates, Inc., or online at BidXpress.

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

General Notice

Separate sealed Bids for Roselawn Cemetery Storm Repairs Fencing Project, City of Sulphur; M.A. Project No. B1-21134-DA will be received by the Mayor and City Council, at the City Hall, 101 North Huntington Street, Sulphur, LA 70663 until 10:00 a.m., on May 9, 2022, and then at said time and at said office publicly opened and read aloud. Work consists of removal of existing storm damaged perimeter fencing and furnishing and installing new perimeter fencing.

Federal Participation: This project will be partially funded by FEMA Financial Assistance. The contractor shall comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives. Refer to the Supplementary Conditions, Exhibit C for Federal Contract Clauses.

Work Classification

Work Classification: Municipal and Public Works Construction

Obtaining the Bidding Documents

Electronic copies of the Bidding Documents may be obtained from the issuing Office of Meyer & Associates, Inc. (337) 625-8353, located at 600 North Cities Service Hwy., Sulphur, LA 70663. A Bidding Document deposit is not required. In order to submit a bid, Bidders must obtain an original set of electronic Bidding Documents from Meyer & Associates, Inc. or the approved electronic bid website defined herein said advertisement.

Access to electronic bidding is available through the Bidding Document Website <https://www.bidexpress.com>.

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____, 2022.

JOY ABSHIRE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk