

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

AGENDA
SULPHUR CITY COUNCIL MEETING
MONDAY, MAY 9, 2022, AT 5:30 P.M.

THERE WILL BE A REGULAR MEETING OF THE SULPHUR CITY COUNCIL
MONDAY, MAY 9, 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. RESOLUTION electing a new Chairman and Vice-Chairman for City Council.
RES19-22 (Joy Abshire)
2. RULE TO SHOW CAUSE for the condition of the following addresses:
 - a. To condemn building or structure located at 1113 Alvin Street, in accordance with Article IX, Section 5-286 through 5-296. (Dru Ellender)
 - b. To condemn building or structure located at 306 East Elizabeth Street, in accordance with Article IX, Section 5-286 through 5-296. (Melinda Hardy)
 - c. To condemn building or structure located at 120 Roberta Drive, in accordance with Article IX, Section 5-286 through 5-296. (Dru Ellender)
 - d. To condemn building or structure located at 201 Avilia Street, in accordance with Article IX, Section 5-286 through 5-296. (Dru Ellender)
 - e. To condemn building or structure located at 2721 Maplewood Drive, in accordance with Article IX, Section 5-286 through 5-296. (Joy Abshire)
 - f. To condemn building or structure located at 1816 East Burton Street, in accordance with Article IX, Section 5-286 through 5-296. (Melinda Hardy)

- g. To condemn building or structure located at 1007 Alvin Street, in accordance with Article IX, Section 5-286 through 5-296. (Dru Ellender)
 - h. To condemn building or structure located at 105 Savoy Road, in accordance with Article IX, Section 5-286 through 5-296. (Melinda Hardy)
- 3. PUBLIC HEARING on ordinance granting a rezone to Bryant Ducote, 831 Fiegel Street, from Mixed Residential to Business to allow for Bradley Dupre to store and weld on his own equipment. ORD42-22 (Dru Ellender)
- 4. PUBLIC HEARING on ordinance granting the subdividing of lots, into 2 conforming lots, to Arena Road Hospitality, LLC, 2580 and 2600 Ruth Street – Zaveri Subdivision. ORD43-22 (Mike Koonce)
- 5. Extension for temporary housing in recreational vehicles due to damage caused by Hurricane Laura for the following addresses:

(Living in RV after 1 year)

- a. To extend temporary housing in a recreational vehicle located at 306 Doiron Street, in accordance with Ordinance No. 1693 M-C Series.
- b. To extend temporary housing in a recreational vehicle located at 945 Beulah Street, in accordance with Ordinance No. 1693 M-C Series.
- c. To extend temporary housing in a recreational vehicle located at 9 Poinsetta Road, in accordance with Ordinance No. 1693 M-C Series.
- d. To extend temporary housing in a recreational vehicle located at 906 Taylor Street, in accordance with Ordinance No. 1693 M-C Series.

(Living in RV after 1 ½ years)

- a. To extend temporary housing in a recreational vehicle located at 2405 Roxton Street, in accordance with Ordinance No. 1693 M-C Series.
- b. To extend temporary housing in a recreational vehicle located at 309 Morgan Road, in accordance with Ordinance No. 1693 M-C Series.
- c. To extend temporary housing in a recreational vehicle located at 411 Bowie Street, in accordance with Ordinance No. 1693 M-C Series.
- d. To extend temporary housing in a recreational vehicle located at 1901 Olene Street, in accordance with Ordinance No. 1693 M-C Series.

- e. To extend temporary housing in a recreational vehicle located at 1316 East Burton Street, in accordance with Ordinance No. 1693 M-C Series.
 - f. To extend temporary housing in a recreational vehicle located at 851 McArthur Street, in accordance with Ordinance No. 1693 M-C Series.
 - g. To extend temporary housing in a recreational vehicle located at 825 North Claiborne Street, in accordance with Ordinance No. 1693 M-C Series.
6. INTRODUCTION OF ORDINANCE granting a variance to Patty Deville, 334 Evelyn Street, to allow for pig, chicken, and rabbit enclosures to be less than the required 50 feet from a residential property line. ORD44-22 (Dru Ellender)
 7. PUBLIC HEARING on ordinance authorizing the lease of property of the City of Sulphur in Inwood Forest to Clinton Earl Prince. ORD45-22 (Mayor Danahay)
 8. PUBLIC HEARING on ordinance amending Chapter 14, Section 5 of the Code of Ordinances of the City of Sulphur – Manufactured Home Restrictions (age requirement and photos). ORD46-22 (Mayor Danahay)
 9. PUBLIC HEARING on ordinance setting forth water fees charged by the City of Sulphur. ORD47-22 (Mayor Danahay)
 10. PUBLIC HEARING on ordinance setting forth sewer fees charged by the City of Sulphur. ORD48-22 (Mayor Danahay)
 11. PUBLIC HEARING on ordinance setting forth garbage/trash collection fees charged by the City of Sulphur. ORD49-22 (Mayor Danahay)
 12. PUBLIC HEARING on 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. ORD50-22 (Mayor Danahay)
 13. INTRODUCTION OF ORDINANCE amending and re-adopting the General Fund Budget for Fiscal Year ending June 30, 2022. ORD51-22 (Mayor Danahay)
 14. PUBLIC HEARING on ordinance amending Ordinance No. 1750, M-C Series, particularly Chapter 25, Section 7 – Freeboard Elevations. ORD52-22 (Mayor Danahay)
 15. PUBLIC HEARING on ordinance authorizing Mayor Mike Danahay to sign the LA DOTD Maintenance Agreement for mowing and litter pickup for FY ending June 30, 2023. ORD53-22 (Mayor Danahay)

16. INTRODUCTION OF ORDINANCE amending Ordinance No. 1751, M-C Series, particularly Section 18-4 Definitions - Major Subdivision. ORD54-22 (Mayor Danahay)
17. INTRODUCTION OF ORDINANCE authorizing Mayor Danahay to enter into a Cooperative Endeavor Agreement with Calcasieu Parish Police Jury to accept ownership of 104 Railroad Avenue. ORD55-22 (Mayor Danahay)
18. INTRODUCTION OF ORDINANCE amending Chapter 14, Section 1 of the Code of Ordinances of the City of Sulphur – Moving of mobile/manufactured home in and out of and within the city – to provide for (d) – proof of ownership. ORD56-22 (Mandy Thomas)
19. INTRODUCTION OF ORDINANCE entering into a Cooperative Endeavor Agreement with Calcasieu Parish Police Jury for Summer Feeding Program. ORD57-22 (Mayor Danahay)
20. RESOLUTION appointing a Chief Building Official and Inspectors for the City of Sulphur. RES58-22 (Mayor Danahay)
21. RESOLUTION awarding low bid received for Roselawn Cemetery Storm Repairs Fencing Project. RES20-22 (Mayor Danahay)
22. RESOLUTION awarding low bid received for the 2022 Street Rehabilitation Project. RES21-22 (Mayor Danahay)
23. RESOLUTION accepting the Municipal Water Pollution Prevention Environmental Audit Report. RES22-22 (Mayor Danahay)
24. RESOLUTION re-appointing Melinda Hardy to the Calcasieu Parish Police Jury Human Services Advisory Board. RES23-22 (Mayor Danahay)
25. RESOLUTION approving liquor license for Grab N Geaux #16 located at 2729 Ruth Street. RES24-22 (Mayor Danahay)
26. RESOLUTION authorizing the advertisement of bids for property (movable and immovable) located at 799 East Burton Street. RES25-22 (Mayor Danahay)
27. PUBLIC COMMENT - 3 MINUTES PER SPEAKER - ONLY SPEAK 1 TIME PER ITEM.

This ends the public comment section of the meeting.

ADJOURNMENT

The next regular City Council meeting will be held on Monday, June 13, 2022, at 5:30 p.m. in the Council Chambers located at 1551 East Huntington Street, Sulphur, LA.

RESOLUTION NO. _____, M-C SERIES

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

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

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

, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

ORDINANCE NO. M-C SERIES

ORDINANCE GRANTING A REZONE TO BRYANT DUCOTE, 831 FIEGEL STREET, FROM MIXED RESIDENTIAL TO BUSINESS TO ALLOW FOR A WELDING SHOP AND TO STORE EQUIPMENT.

WHEREAS, once Bradley Dupre no longer uses the property for welding/storage for his own equipment, property shall revert back to Mixed Residential District.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a rezone to Bryant Ducote, 831 Fiegel Street, from Mixed Residential to Business to allow Bradley Dupre to store and weld on his own equipment for the following described property:

COM 575 FT W AND 177.10 FT S OF THE NE COR OF LT A OF SUB OF W/2 OF NW/4 OF 34.9.10, TH S 134.87 FT M/L TO THE C/L OF DRAINAGE DITCH, TH S 72 DEG W 125.23 FT M/L, TH N 188.87 FT M/L, TH E 60 FT, TH S 17.10, TH E 60 FT TO THE POC.

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 Bryant Ducote, 831 Fiegel Street, from Mixed Residential to Business to allow Bradley Dupre to store and weld on his own equipment with the above stipulation.

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

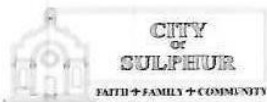
, Chairman

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

APPLICATION FOR

DEVELOPMENT APPROVAL

Date Received

3-31-22

\$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 Bryant Ducote

DATE 03-31-22

PROPERTY OWNER INFORMATION

Name of Property Owner Bryant Ducote

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

Mailing Address: 213 Vine St. City: Sulphur State: LA Email: bryantducote@yahoo.com

Physical Address: 213 Vine St. City: Sulphur State: LA

Phone Number (H) — (W) — (C) (337) 274-6286

PROPERTY INFORMATION

Location Address: 831 Fiegel Street

Present Zoned Classification: Residential - Mixed

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

See attached

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

YES ☒ NO ☒

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

INITIAL BD

REQUEST INFORMATION

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

☐ DOES REZONE REQUIRE FENCING

NAME OF SUBDIVISION

Zoning Change: From Residential-Mixed To Commercial Business
Purpose of Request: Allow renter to store his equip. and repair his own equipment
Equipment storage / welding shop

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: Bryant Ducote Date: 3-31-22

1. Is site located within the City Limits?
2. Will the proposed use be a nuisance to the surrounding area because of odors, vibrations, unsightly areas or other unwarranted elements?
3. Is the capacity of the road and off-street parking facilities adequate for use by the proposed development?
4. Will the location be served by a fire protection?
5. Can the proposed development be expected to adversely affect the character/aesthetics of the area involved?
6. Is property within a designated flood hazard area?

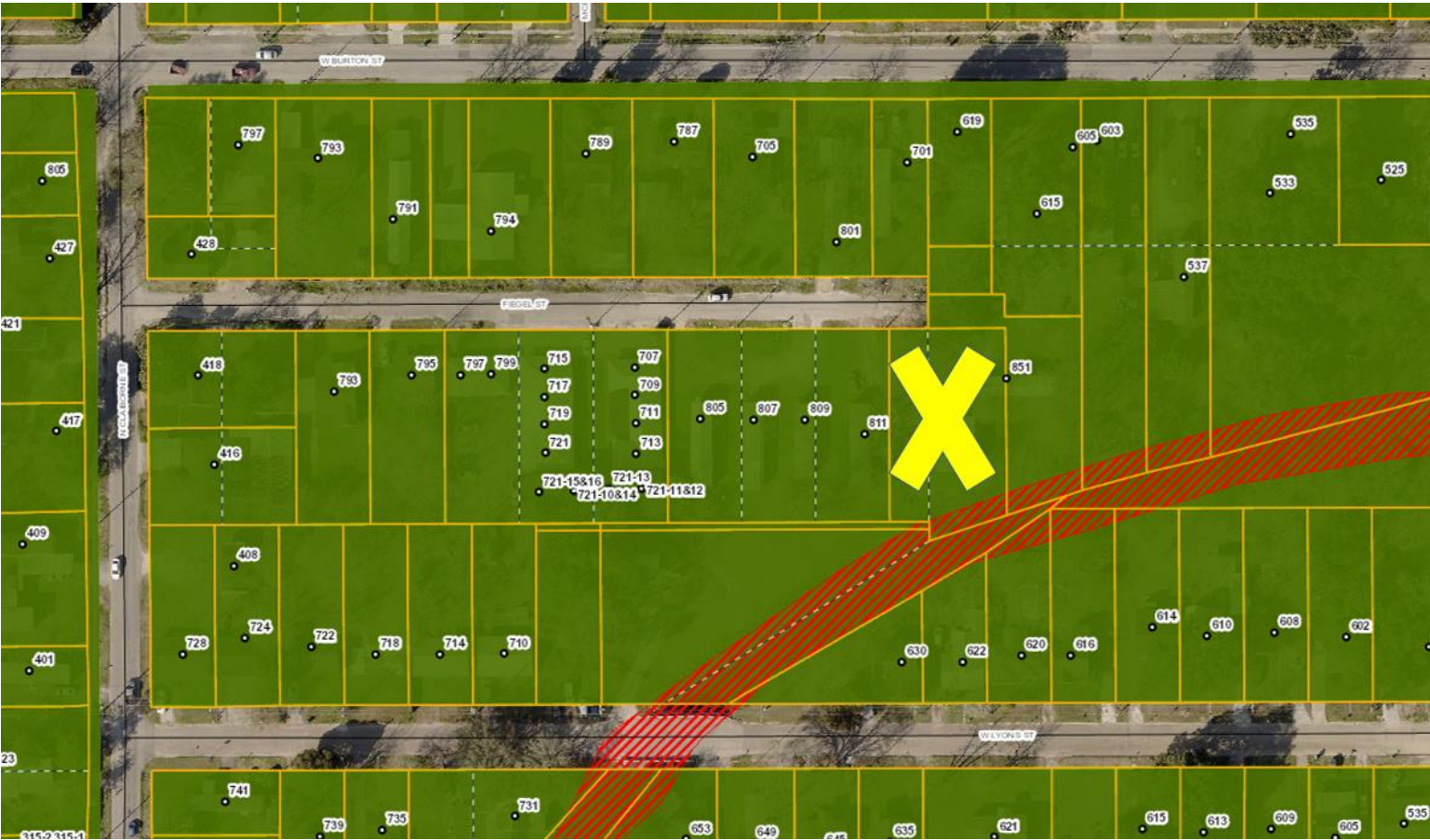
Yes

No

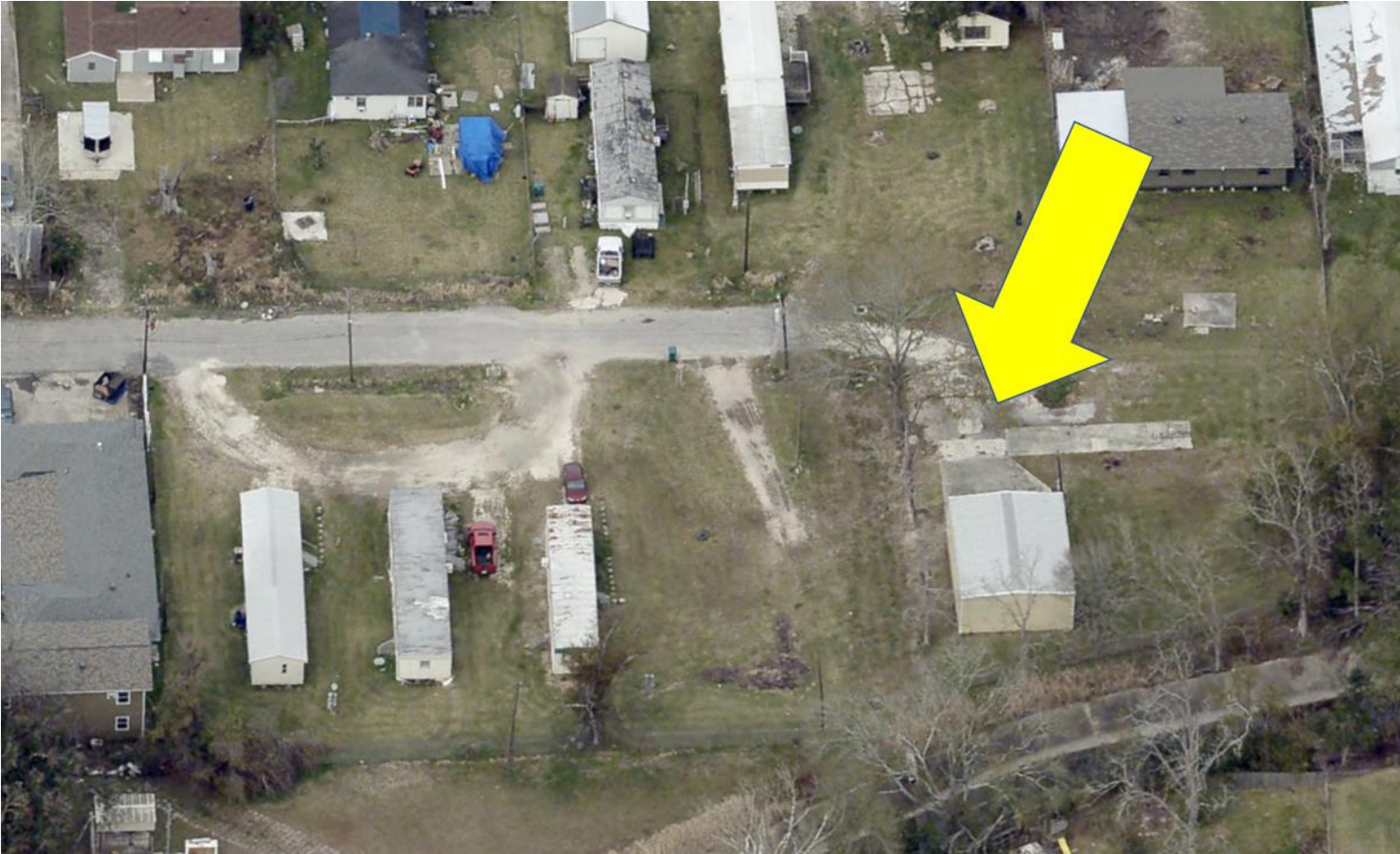
N/A

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Flood zone classification — bfe — ft.







ADDED PHOTO REQUIREMENT (a) (2) AFTER IT WAS INTRODUCED WITH 10 YEARS OF AGE REQUIREMENT.

ORDINANCE NO. _____, M-C SERIES AS AMENDED

ORDINANCE AMENDING CHAPTER 14, SECTION 5 OF THE CODE OF ORDINANCES OF THE CITY OF SULPHUR, LOUISIANA – MANUFACTURED HOME RESTRICTIONS.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Chapter 14, Section 5 of the Code of Ordinances of the City of Sulphur to read as follows:

Sec. 14-5. Manufactured home restrictions.

- (a) Every mobile/manufactured home situated on a lot or within a defined mobile/manufactured home park and/or mobile home district shall conform to the following minimum standards:

(1) No mobile/manufactured home shall be transported, relocated or installed within the city unless a permit has been obtained. Permits shall not be issued for any mobile/manufactured home which is greater than 10 years of age and/or does not possess a seal or label issued by the U.S. Department of Housing and Urban Development.

- a. Applications for a variance may be considered by the City Council on a case-by-case basis with the procedures as follows:

(1) *Application submission requirements.*

a. Applications for variances shall be submitted to the city council clerk and shall be accompanied by a fifty dollar (\$50.00) non-refundable fee.

b. Applications for variances shall be submitted by the record owner (or his/her lawful and/or duly appointed agent) and shall provide written evidence of said ownership.

c. If said applicant has a pending violation(s) of this ordinance, or any ordinance of the Code of Ordinances in and for the City of Sulphur, any application for variance approval shall be suspended until said violation is concluded.

(2) *Legal notices.* Upon application, the city council clerk shall cause to be placed in the official journal of the City of Sulphur:

a. The date, time and place of the hearings.

b. The section or sections of this ordinance of which the subject matter is being considered.

c. A brief description of the location of the land proposed for said variance.

d. A statement that the application and supporting materials are available at city hall for inspection.

e. A statement that any person may speak or submit written statement in that regard.

(3) *City to provide notice.*

a. The city shall place notice of public hearing on the subject property at least ten (10) days prior to meeting at a site conspicuous and in full view from a public right-of-way.

b. All notices, both signage and newspaper, shall be given at least ten (10) days prior to the hearing.

(4) *Action by decision-making body.* The final decision-making body shall be the Sulphur City Council.

(5) *Successive applications.*

- a. Whenever any variance application is denied, an application involving the same property cannot be accepted for filing within one (1) year from the date of denial, unless the subsequent application involves a proposal which is materially different from prior proposals or is responsive, in the opinion of the decision-making body, to negative findings set forth in the denial of the prior application.
 - b. An applicant who files a variance application may withdraw the application one (1) time within one (1) year from the date of the submission of the application. Any resubmittal for a variance approval shall be a fifty dollar (\$50.00) non-refundable fee.
- (2) Prior to owner moving mobile/manufactured home into the city, owner shall provide the Permit Department with photos of the mobile/manufactured home which shall include images of all four sides of the mobile/manufactured home.
- (3) Each mobile/manufactured home shall be a minimum size of six hundred (600) square feet.
- (4) Mobile/manufactured home shall have skirting in place within thirty (30) days of placement and prior to occupancy.
- a. All skirting shall meet one (1) of the following requirements:
 1. Manufactured skirting; or
 2. Decorative metal, vinyl or plastic skirting; or
 3. Vinyl or plastic lattice work skirting; or
 4. Brick, mortar or other stone structure skirting.
 5. Exclusion. Skirting made of wood products (including wooden lattice work) is excluded.
- (5) Each mobile/manufactured home shall be inspected by the city inspection department for compliance with the provisions of this section and any other applicable city and/or state ordinance, which inspection shall include, in addition thereto, the following non-exclusive particulars:
- a. The mobile/manufactured home is not in deplorable condition.
 - b. The siding and roof are in such condition that is structurally and aesthetically sound. To be considered aesthetically sound, there must be:
 1. No evidence of rotting or weathered components.
 2. No dual roofing or "roofcap" system installed (an alteration by installing a second roof structure over the factory built or original structure) prior to transport.
 3. No exterior staining or discoloration in excess of five (5) percent of the exterior surface area.
 4. No evidence of other similar type of defects.
 - c. The underside of the mobile/manufactured home is secure to prevent any underhanging insulation and/or piping so as to prevent animals running at large from residing therein.
 - d. Windows are not broken or missing.
 - e. All entry and exit doors are operable.
 - f. Flooring shall be structurally sound.
 - g. The skirting meets one (1) of the requirements of [subsection] 14-5 (a) (2) a.1, 2, 3, or 4.

- h. Foundations for mobile/manufactured homes must comply with Louisiana Manufactured Home Division.
- i. Skirting shall extend from the bottom of the mobile/manufactured home to the ground.
- j. Skirting shall cover all four (4) sides of the mobile/manufactured home.
- k. All mobile/manufactured homes shall be securely fastened, anchored or tied down in a suitable fashion consistent with normally acceptable standards in mobile/manufactured home industry.
- l. All mobile/manufactured homes shall be connected with city sewer, water, electrical and/or gas power in accordance with applicable city and/or state ordinance.
- m. A travel trailer or motor home shall not be used as a primary or rental domicile.

BE IT FURTHER ORDAINED that this Ordinance shall become effective
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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

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

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	
Audited	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	
\$ 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%	
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%	
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	

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			
		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 Amended Budget vs. Projected Actual Result at Year End	Proposed Budget	% Change Last Projected Actual Result at Year End vs. Proposed Budget
Local sources:									
2% Sales taxes									
Ad Valorem Taxes	\$ 13,217,358	\$ 15,610,000	\$ 15,610,000	\$ 9,009,927	\$ 4,496,500	\$ 13,506,427	-13.48%	\$ 17,050,000	26.24%
Franchise Taxes	2,820,591	2,921,000	2,921,000	2,941,475	33,174	2,974,649	1.84%	3,015,000	1.36%
License, Permits & Fees	1,271,112	1,300,000	1,300,000	848,683	665,000	1,513,683	16.44%	1,600,000	5.70%
Charges for services	11,176,305	1,173,950	1,173,950	1,040,675	474,210	1,514,885	29.04%	1,192,300	-21.29%
Fines and forfeitures	1,892,141	1,996,000	1,996,000	1,321,897	233,200	1,555,097	-22.09%	1,905,500	22.53%
Code Enforcement	119,084	152,050	152,050	53,622	51,000	104,622	-31.19%	122,000	16.61%
Gaming revenue	36,153	29,000	29,000	20,635	10,150	30,785	6.16%	32,000	3.95%
Grants	603,441	850,000	850,000	596,284	295,000	891,284	4.86%	900,000	0.98%
Interest on Investments	-	15,000	15,000	-	-	-	0.00%	10,000	0.00%
Other Revenue	28,574	30,000	30,000	14,732	7,650	22,382	-25.39%	31,000	38.50%
Total Revenues from Local Sources	31,164,759	3,269,720	3,269,720	241,775	43,750	285,525	-91.27%	137,020	-52.01%
		27,346,720	27,346,720	16,089,705	6,309,634	22,399,339	-18.09%	25,994,820	16.05%
State sources:									
State shared revenue	904,047	843,000	843,000	692,704	412,000	1,104,704	31.04%	1,152,000	4.28%
Grants	-	-	-	-	-	-	0.00%	-	0.00%
Total Revenues from State Sources	904,047	843,000	843,000	692,704	412,000	1,104,704	31.04%	1,152,000	4.28%
Federal sources:									
CARES Act	2,071,674	7,400,000	7,400,000	4,694,949	5,000,000	9,694,949	-100.00%	-	0.00%
FEMA Recovery	15,510,648	30,000,000	30,000,000	4,694,949	5,000,000	9,694,949	-67.68%	5,000,000	-48.43%
Total Revenues from Federal Sources	17,582,322	37,400,000	37,400,000	4,694,949	5,000,000	9,694,949	-74.08%	5,000,000	-48.43%
Total Revenues by Sources	\$ 49,651,128	\$ 65,589,720	65,589,720	\$ 21,477,358	\$ 11,721,634	\$ 33,198,992	-49.38%	\$ 32,146,820	-3.17%
SUMMARY OF EXPENDITURES - BY DEPARTMENT:									
Department									
Administration	\$ 21,521,145	\$ 4,783,941	\$ 4,783,941	\$ 4,235,292	\$ 2,663,719	\$ 6,899,011	44.21%	\$ 5,579,915	-19.12%
Fire	\$ 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%
Inspections	\$ 587,752	603,946	603,946	432,980	223,933	656,913	8.77%	678,285	3.25%
Municipal Services	\$ 177,678	90,204	90,204	119,146	80,016	199,162	120.79%	420,045	110.91%
Police	\$ 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%
Animal Control	\$ 289,359	328,990	328,990	178,420	110,483	288,903	-12.18%	345,530	19.60%
Streets and Maintenance	\$ 5,392,263	4,033,916	4,033,916	2,488,031	1,526,169	4,014,200	-0.49%	4,584,725	14.21%
Shop	\$ 644,512	662,910	662,910	418,466	232,780	651,246	-1.76%	533,255	-18.12%
Debt Service	267,479	278,672	278,672	255,532	23,140	278,672	0.00%	288,688	3.59%
Total Expenditures by Department	\$ 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%

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, 2022	Estimated Remaining for Year	Projected Actual Result at Year End	% Change Last Amended Budget vs. Projected Actual Result at Year End	Projected Budget	% Change Last Projected Actual Result at Year End vs. Proposed Budget
\$ 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%
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%
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%
\$ 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%

SUMMARY OF EXPENDITURES - BY FUNCTION:

Function

Governmental
Public Safety

Fire

Police

Total Expenditures by Department

SUMMARY OF EXPENDITURES - BY CHARACTERS:

Characters

- Salaries
- Employee benefits
- Travel and training
- Maintenance
- Utilities
- Professional and contractual services
- Operating cost
- Insurance
- Supplies
- General equipment under \$5,000
- Equipment and other acquisitions over \$5,000
- Special and other Activities
- Total Expenditures by Characters

Excess (deficiency) of
revenues over (under) expenditures

OTHER FINANCING SOURCES (USES):

Transfer (in):

Fixed Assets Fund

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transfer(out);
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FEMA Recovery

Street Improvement Capital Projects Fund

Debt Service for Paving Projects

Public Utility Fund

Total other financing sources (uses)

Net change in fund balance

Beginning Fund Balance

Ending Fund Balance

[illegible]

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. _____, 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: _____

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AMENDING ORDINANCE NO. 1751, M-C SERIES,
PARTICULARLY SECTION 18-4 DEFINITIONS - MAJOR SUBDIVISION
DEFINITION.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Ordinance No. 1751, M-C Series, particularly Section 18-4 Definitions – Major Subdivision to read as follows:

Major Subdivision shall mean:

- (1) The division of a lot, tract, or parcel of land **which exceeds one acre prior to its division or is a division of** ~~into~~ four (4) or more lots, plots, sites, or other division of land for the purpose, whether immediate or future, of sale or of building development;

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

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

, 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 been
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ORDINANCE NO. , M-C SERIES

AN ORDINANCE AMENDING CHAPTER 14, SECTION 1 OF THE CODE OF ORDINANCES OF THE CITY OF SULPHUR – MOVING OF MOBILE/MANUFACTURED HOME IN AND OUT OF AND WITHIN THE CITY - TO PROVIDE FOR (D).

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Chapter 14, Section 1 of the Code of Ordinances of the City of Sulphur – Moving of mobile/manufactured home in and out of and within the city – to provide for (d) to read as follows:

Sec. 14-1. Moving of mobile/manufactured home in and out of and within the city.

- (a) *Permit and police escort required.* Before moving a mobile/manufactured home in or out of the city or within the city it shall be necessary that a permit be secured from the city. It shall also be necessary to have a police escort. Once the police officer arrives, he shall inspect the permit and then it shall be attached to the inside of the rear window of the mobile home being moved or otherwise prominently displayed on the rear of the mobile home.
- (b) *Mover responsible for securing permit.* The mover of the mobile/manufactured home shall be responsible for securing the permit. If the action of any public utility shall be required as a consequence of the issuance of such permit, the application for such permit shall be filed at least three (3) business days before commencing the move and attached to the application for the permit shall be written notice from each public utility stating what action, if any, the issuance of the permit shall require of such public utility.
- (c) *Permit cost.* The cost of the permit shall be forty dollars (\$40.00).
- (d) *Ownership.* The owner shall provide the Permit Office for the City of Sulphur a title to mobile/manufactured home to verify proof of ownership.
- (e) *Penalty.* The penalty for moving a mobile/manufactured home either in or out of or within the city without first having obtained a permit and police escort from the city shall be a fine of not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00) or imprisonment for not more than sixty (60) days, or both, in the discretion of the court.

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

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this ____ day of
_____, 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 been approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ORDINANCE NO. _____, M-C SERIES

INTRODUCTION OF ORDINANCE AUTHORIZING MAYOR DANAHAY TO INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH CALCASIEU PARISH PUBLIC SAFETY COMMUNICATIONS DISTRICT FOR GEO-REFERENCED, AERIAL, OBLIQUE IMAGE LIBRARIES AND RELATED SOFTWARE.

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 Calcasieu Parish Public Safety Communications District for Geo-Referenced, Aerial, Oblique image libraries and related software.

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.

, 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

UNITED STATES OF AMERICA

BETWEEN

**CALCASIEU PARISH PUBLIC SAFETY
COMMUNICATIONS DISTRICT**

STATE OF LOUISIANA

AND

CITY OF SULPHUR

PARISH OF CALCASIEU

BE IT KNOWN, that before the undersigned Notaries Public, duly commissioned and qualified in and for their respective localities as hereinafter stated, on the dates hereinafter set forth, and in the presence of the competent witnesses hereinafter named and undersigned, personally came and appeared:

CALCASIEU PARISH PUBLIC SAFETY COMMUNICATIONS DISTRICT, of Calcasieu Parish, Louisiana (hereinafter referred to as COMMUNICATIONS DISTRICT), a political subdivision of the State of Louisiana, herein represented by its Executive Director, Richard J. McGuire, appearing herein pursuant to a Resolution dated _____, hereunto attached and made a part hereof; and

CITY OF SULPHUR, Louisiana (hereinafter referred to as "SULPHUR"), a political subdivision of the State of Louisiana, herein represented by _____;

each of whom being duly sworn, did declare that:

Section 1: AUTHORITY

The Cooperative Endeavor Agreement is entered into by the parties under the authority of the Constitution and Laws of the State of Louisiana, including, but not limited to, Article VI, Section 20 and Article VII, Section 14 of the 1974 Louisiana Constitution and L.S.A.-R.S. 33:1321 et seq. ("The Local Service Laws").

Section 2: PURPOSE

COMMUNICATIONS DISTRICT and SULPHUR agree that the respective localities herein have the need for Digital Aerial Photography of Calcasieu Parish for the planning of future growth, maintenance of property tax records, and for the planning and response to both small and large scale emergencies, which would benefit the safety and welfare of the citizens within the area.

Section 3: SCOPE

The endeavor contemplated herein is to provide for the COMMUNICATIONS DISTRICT to purchase Geo-referenced, Aerial, Oblique image libraries and related software detailing the Parish of Calcasieu on the behalf of the SULPHUR.

Section 4: COMMUNICATIONS DISTRICT'S CONTRIBUTION

The COMMUNICATIONS DISTRICT agrees to purchase Geo-referenced, Aerial, Oblique image libraries and related software detailing the SULPHUR's operational area in the Parish of Calcasieu, for the exclusive use by the COMMUNICATIONS DISTRICT, and SULPHUR if all costs and fees are paid up to date.

The COMMUNICATIONS DISTRICT further agrees to assume responsibility for payment of any additional charges to store the data at a location of its choosing.

The COMMUNICATIONS DISTRICT further agrees to comply with all licensing requirements of the chosen vendor for the Geo-referenced, Aerial, Oblique image libraries and related software detailing the Parish of Calcasieu.

No further contribution by the COMMUNICATIONS DISTRICT will be made.

Section 5: SULPHUR'S CONTRIBUTION

The SULPHUR further agrees to compensate the COMMUNICATIONS DISTRICT in the amount of Nine thousand dollars and no cents (\$9,000.00) for the Geo-referenced, Aerial, Oblique image libraries and related software detailing the City of Sulphur. These fees shall be paid within thirty (30) days of receipt of the invoice.

The SULPHUR further agrees to assume responsibility for payment of any additional charges to store the data at a location of its choosing.

The SULPHUR further agrees to comply with all licensing requirements of the chosen vendor for the Geo-referenced, Aerial, Oblique image libraries and related software detailing the Parish of Calcasieu.

The SULPHUR agrees to indemnify and hold the COMMUNICATIONS DISTRICT harmless from any and all actions, causes of actions, claims, demands, damages, charges, costs of court, of any kind, known or unknown, including but not limited to attorney's fees, arising out of the use and maintenance of the above listed equipment.

No further contribution by SULPHUR will be made.

Section 6: AMENDMENTS

The parties hereto may amend this Cooperative Endeavor Agreement at any time by mutual consent, to modify, clarify, add or remove any term or condition provided, however, that no amendment shall be effective unless it is in writing and signed by duly authorized representatives of all parties hereto.

Section 7: INVALIDITY

If any provision, item, application or part of this Cooperative Endeavor Agreement is held invalid, such invalidity shall not affect other provisions, items, applications or parts hereof which can be given effect without the invalid provision, item, application, or part, and to this end the provisions of this Cooperative Endeavor Agreement are hereby declared to be severable.

Section 8: TERM

The term shall be two (2) years, and shall coincide with the procurement contract for the Geo-referenced, Aerial, Oblique image libraries and related software detailing the Parish of Calcasieu. If this Agreement is terminated by any of the signing agencies at any point other than specific in the contract documents, then the terminating agency shall retain the rights of use of the Geo-referenced, Aerial, Oblique image libraries and related software detailing the Parish of Calcasieu for the current contract period. After the current contract period has expired, terminating agency shall not be eligible for any updates to image libraries or related software.

The commencement date is _____.

THUS DONE AND PASSED in quintuplicate originals at Lake Charles, Louisiana, in the presence of the undersigned competent witnesses and me, Notary Public, on the _____ day of _____, 2022.

WITNESSES:

CALCASIEU PARISH PUBLIC SAFETY
COMMUNICATIONS DISTRICT

BY: _____
RICHARD MCGUIRE, Executive Director
Authorizing Resolution attached

NOTARY PUBLIC

THUS DONE AND PASSED in duplicate original at Sulphur, Louisiana, in the presence of the undersigned competent witnesses and me, Notary Public, on the _____ day of _____, 2022

WITNESSES:

CITY OF SULPHUR

BY: _____
_____, Mayor

NOTARY PUBLIC

RESOLUTION NO. _____, M-C SERIES

Resolution appointing a Chief Building Official and Inspectors for the City of Sulphur.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby appoint a Chief Building Official and Inspectors for the City of Sulphur as follows:

Jerry Jones, Chief Building Official

Callen Chaddick, Inspector

Luke McKelvy, Inspector

Robert Schexneider, Inspector

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

, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

Resolution accepting the Municipal Water Pollution Prevention Environmental Audit Report dated April 12, 2022.

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

1. Resolved the Municipal Water Pollution Prevention Environmental Audit Report which is attached to this resolution.

APPROVED AND ADOPTED by the City Council of the City of Sulphur, Louisiana, on this 9th day of May, 2022.

, Chairman


ATTEST:

ARLENE BLANCHARD, Clerk



Memo

To: Mayor Mike Danahay

From: Austin Abrahams
Director of Public Works 

cc: City Council w/ att, Arlene Blanchard w/ att, Chad Bynum

Date: April 14, 2022

Re: Annual Municipal Water Pollution Prevention Audit

Comments: Attached is the Environmental Audit, dated 4/12/2022. Appropriate action relative to this report will be required at the next meeting of the City Council. The report is hereby provided to you and the council for review. Should there be any questions relative to the report, please let me know.

Please make note of the following:

- **The total score this year is 140 out of a maximum of 560.**
 - The lower the score the better.
 - Last year's audit scored 187.5 out of the 560 maximum.
- 1. Influent Flow/Loadings – scored 25 out of 80 points
- 2. Effluent quality - scored 30 out of 100 points. The points are attributable to a plant performance due to infiltration and inflow that occurred due to multiple extreme rain events. Sewer Lining Program has begun to improve the collection system.
- 3. Age of WWTF - Plant age accounts for 35 points out of a maximum of 50.
- 4. Overflows and Bypasses - Our facilities scored 0 out of 100 points
- 5. Disposition of Sludge - The city does not provide for onsite storage of processed sludge. We are assessed 50 points out of 100 on this item. It is an operational and budgetary consideration to forego onsite sludge storage.
- 6. New Development – scored 0 out of 30 points
- 7. Operator Certification Training – scored 0 points out of 100

LOUISIANA
MUNICIPAL WATER
POLLUTION PREVENTION
MWPP



Facility Name:	Sulphur Regional Wastewater Plant
LPDES Permit Number:	LA0067083
Agency Interest (AI) Number:	19201
Address:	P.O. Box 1309 Sulphur LA. 70664-1309
	3400 Bayou D'Inde Rd. Westlake La. 70669
Parish:	Calcasieu
(Person Completing Form) Name:	Chad Bynum
Title:	Wastewater Plant Supervisor
Date Completed:	4/12/2022

INSTRUCTIONS

1. Complete only the sections of the Environmental Audit which apply to your wastewater treatment system. Leave sections that do not apply blank and enter a "0" for the point value.
2. Parts 1 through 7 contain questions for which points may be generated. These points are intended to communicate to the department and the governing body or owner what actions will be necessary to prevent effluent violations. Place the point totals from parts 1 through 7 on the Point Calculation page.
3. Add up the point totals.
4. Submit the Environmental Audit to the governing body or owner for review and approval.
5. The governing body must pass a resolution which contains the following items:
 - a. The resolution or letter must acknowledge the governing body or owner has reviewed the Environmental Audit.
 - b. This resolution must indicate specific actions, if any, will be taken to maintain compliance and prevent effluent violations. Proposed actions should address the parts where maximum or close to maximum points were generated in the Environmental Audit.
 - c. The resolution should provide any other information the governing body deems appropriate.

Permit #:

0

LA0067083

PART I. INFLUENT FLOW/LOADINGS (all plants)

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

Column 1 Average Monthly Flow (million gallons per day, MGD)		Column 2 Average Monthly BOD5 Concentration (mg/l)		Column 3 Average Monthly BOD5 Loading (pounds per day, lb/day)
5.67	x	282	x 8.34 =	13335
7.22	x	219	x 8.34 =	13187
7.20	x	72.6	x 8.34 =	4359
6.44	x	77.2	x 8.34 =	4146
6.12	x	60.6	x 8.34 =	3093
7.47	x	48.3	x 8.34 =	3009
4.42	x	63.9	x 8.34 =	2356
4.50	x	101	x 8.34 =	3791
4.50	x	102	x 8.34 =	3828
4.94	x	103	x 8.34 =	4244
4.60	x	90.0	x 8.34 =	3453
5.05	x	86.6	x 8.34 =	3647

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

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

Design Flow, MGD:

9.0

x 0.90 =

8.10

Design BOD, lb/day:

11,259

x 0.90 =

10,133

Permit #:

0

LA0067083

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

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

Write 0 or 5 in the C point total box

0

C Point Total

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

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

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

0

D Point Total

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

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

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

5

E Point Total

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

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

Write 0, 10, 20, 30, 40 or 50 in the F point total box

20

F Point Total

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

TOTAL POINT VALUE FOR PART 1:

25

(max = 80)

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

Permit #:

0 LA0067083

PART 2 EFFLUENT QUALITY / PLANT PERFORMANCE

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

Month	Column 1 Average Monthly BOD (mg/l)	Column 2 Average Monthly TSS (mg/l)
APRIL	12.9	31.6
MAY	15.2	24.5
JUNE	17.0	14.8
JULY	16.6	25.3
AUGUST	6.46	5.10
SEPTEMBER	7.65	14.2
OCTOBER	11.4	30.1
NOVEMBER	24.9	47.5
DECEMBER	11.1	18.7
JANUARY	5.65	7.18
FEBRUARY	2.93	17.3
MARCH	7.92	15.0

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

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

Permit #:

0

LA0067083

C. Continuous Discharge to Surface Water.

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

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

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

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

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

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

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

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

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

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

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

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

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

TOTAL POINT VALUE FOR PART 2: (max = 100)

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

Permit #:

0

LA0067083

D. Other Monitoring and Limitations

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

✓ Check one box.

☒

Yes

☐

No

If Yes, Please describe:

FECAL, UV SYSTEM STILL EXPERIENCING STORM RELATED OPERATION ISSUES. PLAN IN PLACE TO REHAB THE WIPER SYSTEM ON UV UNIT AND WORKING TOWARD A COMPLETE REHAB OF THE ENTIRE SYSTEM.

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

✓ Check one box.

☐

Yes

☒

No

If Yes, Please describe:

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

✓ Check one box.

☐

Yes

☒

No

If Yes, Please describe:

Permit #:

0 LA0067083

PART 3 AGE OF THE WASTEWATER TREATMENT FACILITY

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

2008

Current Year - Answer to A = Age in years

2022

2008

14

Enter Age in Part C below.

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

FACTOR:

<input type="checkbox"/>	Mechanical Treatment Plant (trickling filter, activated sludge, etc...) Specify Type: <u>SBR</u>	2.5
<input type="checkbox"/>	Aerated Lagoon	2.0
<input type="checkbox"/>	Stabilization Pond	1.5
<input type="checkbox"/>	Other Specify Type: _____	1.0

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

TOTAL POINT VALUE FOR PART 3 =

$$\frac{2.5}{\text{Factor}} \times \frac{14}{\text{Age}} = \boxed{35} \text{ (max = 50)}$$

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

- D. Please attach a schematic of the treatment plant.

Permit #:

0

LA0067083

PART 4. OVERFLOWS AND BYPASSES

A.

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

0

✓ Check one box.

☒

0 = 0 points

☐

3 = 15 points

☐

1 = 5 points

☐

4 = 30 points

☐

2 = 10 points

☐

5 or more = 50 points

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

Collection System: 0

Treatment Plant: 0

B.

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

0

✓ Check one box.

☒

0 = 0 points

☐

3 = 15 points

☐

1 = 5 points

☐

4 = 30 points

☐

2 = 10 points

☐

5 or more = 50 points

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

Collection System: 0

Treatment Plant: 0

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

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

TOTAL POINT VALUE FOR PART 4:

(max = 100)

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

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

Describe the procedure for gathering, compiling and reporting:

Permit #:

0 LA0067083

PART 5: SEWAGE SLUDGE STORAGE, USE, AND DISPOSAL

A. Sewage Sludge Storage

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

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

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

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

50

A Point Total

B. For how many months does your facility have approval to use or dispose of sewage sludge at a properly permitted landfill, land application site, or sewage sludge incinerator?

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

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

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

0

B Point Total

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

TOTAL POINT VALUE FOR PART 5:

50

(max = 100)

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

Permit #:

0 LA0067083

PART 6: NEW DEVELOPMENT

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

Design Population: 35000

Design Flow: 9.0 MGD

Design BOD: 11259 mg/l

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

✓ Check one box.

☐

Yes = 15 points

☒

No = 0 points

If Yes, Please describe:

List any new pollutants:

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

✓ Check one box.

☐

Yes = 15 points

☒

No = 0 points

If Yes, Please describe:

List any new pollutants you anticipate:

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

TOTAL POINT VALUE FOR PART 6:

0

(max = 30)

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

Permit #:

0 LA0067083

PART 7. OPERATOR CERTIFICATION AND EDUCATION

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

Name: CHAD BYNUM

- B. What is his or her certification number:

Cert. #: 01-974

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

Level Required: IV

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

Level Certified: IV

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

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

Write 0 or 50 in the E point total box E Point Total

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

✓ Check one box. ☒ Yes ☐ No

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

✓ Check one box. ☒ > 12 hours = 0 points ☐ < 12 hours = 50 points

Write 0 or 50 in the G point total box G Point Total

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

✓ Check one box. ☒ Yes ☐ No

Explain: LA DEQ POLICY 8 HR CEUs PER CERTIFICATION
BI-ANNUALLY

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

By the permittee? 100% By the operator? 0

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

TOTAL POINT VALUE FOR PART 7: (max = 100)

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

Permit #:

0 LA0067083

PART 8. FINANCIAL STATUS

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

✓ Check one box.

☒

Yes

☐

No

If No, How are O&M costs financed?

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

PUBLIC UTILITY RESERVE FUND, SALES TAX PROCEEDS,
FEDERAL MATCHING GRANTS

Permit #:

0

LA0067083

C. Treatment Plants

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

☒ Yes ☐ No (✓ Check one box.)

JANUARY 2022
Influent flow meter calibration date(s)

JANUARY 2022
Effluent flow meter calibration date(s)

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

Repairs/ replacement to Hurricane damaged equipment is ongoing.
Difficulty hiring and retaining qualified operators. Pay scale not adequate.

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

✓ Check one box. ☐ Yes ☐ No *If Yes, Please describe:*

Permit #:

0 LA0067083

D. Preventive Maintenance

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

✓ Check one box.

☒ Yes

☐ No

If Yes, Please describe:

O & M MANUALS

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

☒ Yes

☐ No

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

☒ Yes

☐ No

E. Sewer Use Ordinance

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

✓ Check one box.

☒ Yes

☐ No

If Yes, Please describe:

SEWER USE ORDINANCE 007-MC, CITY OF SULPHUR CODE OF ORDINANCE 22

- ii. Has it been necessary to enforce?

✓ Check one box.

☐ Yes

☒ No

If Yes, Please describe:

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

A GREASE TRAP INSPECTION PROGRAM NEEDS TO BE IMPLEMENTED AND ENFORCED

Permit #:

0

LA0067083

POINT CALCULATION TABLE

	Actual Values	Maximum
Part 1: <i>Influent Flow/Loadings</i>	<u>25</u>	80 points
Part 2: <i>Effluent Quality / Plant Performance</i>	<u>30</u>	100 points
Part 3: <i>Age of WWTF</i>	<u>35</u>	50 points
Part 4: <i>Overflows and Bypasses</i>	<u>0</u>	100 points
Part 5: <i>Ultimate Disposition of Sludge</i>	<u>50</u>	100 points
Part 6: <i>New Development</i>	<u>0</u>	30 points
Part 7: <i>Operator Certification Training</i>	<u>0</u>	100 points

TOTAL POINTS:

140

RESOLUTION NO. _____, M-C SERIES

Resolution reappointing Melinda Hardy to the CPPJ Human Services Advisory Board.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby reappoint Melinda Hardy to the Calcasieu Parish Police Jury Human Services Advisory Board with term expiring May, 2026.

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

, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

Resolution approving liquor license for Grab N Geaux 16, located at 2729 Ruth Street.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby approve liquor license for Grab N Geaux 16 located at 2729 Ruth Street.

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

, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk



LIQUOR LICENSE APPLICATION APPROVAL SHEET

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

Business Name: Grab N Geaux #16

Owner: Rahim & Tran Hashim

Business Location: 2729 Ruth St Sulphur, La 70663

Date of Application: April 18, 2022

Class: ☐ A ☒ B

Content: ☒ High ☐ Low

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

City of Sulphur Issuance Agent [Signature]

Director of Finance _____

☒ Recommend ☐ Deny

City Council Approval: ☐ ACCEPTED ☐ DENIED

Council Representative Signature _____

Date: _____

Special Comments: _____

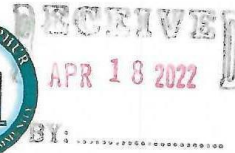


Denise Chandler, Director of Municipal Services

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



Mike Danahay, Mayor



City of Sulphur
Liquor License Application

Name of Business: Grab N' Goats 16
Location of Business: 2729 Ruth Street Sulphur, LA 70665
Legal Name of Owner: XVII Q, LLC
Home/Corp Address: 2846 Country Club Road Lake Charles, LA 70605
Mailing Address: 2846 Country Club Rd, LCH, LA 70605
Application is for: ☐ CLASS "A" ☒ CLASS "B"
Content: ☐ HIGH ☐ LOW ☒ HIGH & LOW
Sole Proprietor: ☐ Partnership ☒ Corp/LLC
Has a homeowner petition been signed by residents? ☐ YES ☒ NO
Have you applied for a state license? ☒ YES ☐ NO
Are you the owner of the premises to be licensed? ☐ YES ☒ NO
If NO, do you hold a bona Fide Lease? ☐ YES ☒ NO
Owner's name and address of the premises KP Thind, LLC 5666 S. Ridge Dr, LCH LA 70605
Is the business to be conducted wholly by you or by more than one representative? Rahim Hashim
Federal Tax #: 87-1093281 La. State Tax #: 245 2949-001

SULPHUR ORDINANCE

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

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

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

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

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

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

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

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

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

NOTE: The City of Sulphur will validate all measurements

FAITH



FAMILY



COMMUNITY

Revised 8/16/2021

Page 2 of 5



LOUISIANA
DEPARTMENT OF REVENUE

Post Office Box 4969
Baton Rouge, LA 70821-4969



XVII Q LLC
2846 COUNTRY CLUB RD
LAKE CHARLES LA 70605-5916

14



Date of Notice: 07/30/2021
Letter ID: L1870086672
Account ID: 2452949-001-400
Tax Type: Sales

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

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

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

Clearance will expire one year from date issued

Date: 07/30/2021

Department of Revenue Account Number: 2452949-001

Federal Identification Number: 871093281

State ATC Permit Number:

Local Sales Tax Agency Account Number:

Local ABC Permit Number:

Location Address of Applicant: 2729 RUTH ST
SULPHUR LA 70665-7466

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

State

Signature

Director

Title

July 30, 2021

Date

Local

Signature

Title

Date



Sales and Use Tax Department
PO Drawer 2050; 2439 6th Street Lake Charles, LA 70602-2050

Calcasieu Parish School Board

B U I L D I N G F O U N D A T I O N S F O R T H E F U T U R E

www.calcasieusalestax.org
(337) 217-4280 Fax (337) 217-4281

Karl Bruchhaus, Superintendent

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

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

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

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

Calcasieu Parish Taxpayer Number: 00057356
Federal Employer Identification Number: 87-1093281
LA Department of Revenue & Taxation No: 2452949-001
Taxpayer Name: XVII Q LLC
Trade Name (if different): GRAB-N-GEAUX #16

Location Address: 2729 RUTH ST
SULPHUR, LA 70665

Mailing Address: 2846 COUNTRY CLUB RD
LAKE CHARLES, LA 70605

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

Danna Ingram // Clerk // 3/30/2022
Authorized Signature Title Date
Calcasieu Parish Sales & Use Tax Department

F032/(5/2017)

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

Anna Manuel

From: Caitlen Johnson
Sent: Thursday, April 21, 2022 11:42 AM
To: Anna Manuel
Cc: Lewis Coats
Subject: RE: background check / Rahim & Tran Hashim

****NOTE:**** The response to this request for a Criminal Record Check is based on a review of the Sulphur Police Department's Database. This does not include the existence of a record in another local agency such as Sulphur City Court; Sulphur City Marshal's Office; Calcasieu Parish Sheriff's Office; the Louisiana State Police and the FBI Identification Division.

Rahim Hashim: Clear- ONLY for Sulphur Police Data Base
Tran Hashim: Clear- ONLY for Sulphur Police Data Base

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

From: Anna Manuel <amanuel@sulphur.org>
Sent: Thursday, April 21, 2022 11:29 AM
To: Caitlen Johnson <cjohnson@sulphur.org>
Cc: Anna Manuel <amanuel@sulphur.org>
Subject: background check / Rahim & Tran Hashim

Thank you and have a blessed day!

Anna Manuel
License Department
City of Sulphur
110 N Huntington St. Sulphur, La 70663
amanuel@sulphur.org
Office: 337-527-4517
Fax: 337-527-2053

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RESOLUTION NO. _____, M-C SERIES

Resolution authorizing the advertisement of bids for property (movable and immovable) located at 799 East Burton Street.

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 movable and immovable property located at 799 East Burton Street, said bids to be in accordance with the quantities and specifications on file with the City of Sulphur Purchasing Department located at 101 North Huntington Street, Sulphur LA 70663 or online at BidXpress.

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

NOTICE TO BIDDERS

Separate and sealed bids for the advertisement of bids for movable and immovable property located at 799 East Burton Street, will be received by the Clerk of the Council until 10:00 a.m. on the 1st day of June, 2022, at which time bids will be opened and read aloud in an open and public bid opening session to be conducted by the Director of Finance in the Conference Room at the City Hall, and the City Council shall at a regular meeting on the 13th day of June, 2022, at 5:30 p.m. proceed to award the bid to the lowest bidder, to waive irregularities, or to reject any and all bids, or otherwise proceed thereto as provided by law. Bids are also available electronically at www.bidexpress.com; free membership is required to access. Said bids to be in accordance with the quantities and specifications on file with the City of Sulphur Purchasing Department located at 101 North Huntington Street, Sulphur LA 70663 or online at BidXpress.

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

_____, Chairman

ARLENE BLANCHARD, Clerk