AGENDA SULPHUR CITY COUNCIL MEETING MONDAY, SEPTEMBER 11, 2023, AT 5:30 P.M.

THERE WILL BE A REGULAR MEETING OF THE SULPHUR CITY COUNCIL MONDAY, SEPTEMBER 11, 2023, 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. Stitch Guillory, candidate for Sheriff for Calcasieu Parish. I13-23 (Mayor Danahay)
- 2. Dr. Cathy Banks, candidate for District 7, Louisiana State Board of Elementary and Secondary Education. I14-23 (Mandy Thomas)
- 3. PROCLAMATION to SHS Golden Tornado Band. I15-23 (Joy Abshire)
- 4. PROCLAMATION to Sulphur Parks and Recreation on their 75th anniversary. I16-23 (Joy Abshire)
- 5. Extension for temporary housing in recreational vehicles due to damage caused by Hurricane Laura for the following addresses:
 - a. To extend temporary housing in a recreational vehicle located at 1906 Diane Drive, in accordance with Ordinance No. 1693, M-C Series. (Joy Abshire)
- 6. PUBLIC HEARING on ordinance granting a rezone to Mark Deshotel, 2210 Saunier Street, from Residential to Mixed Residential to allow for a manufactured home. ORD106-23 (Nick Nezat)
- PUBLIC HEARING on ordinance authorizing Mayor Danahay to sign Amendment Number One to the Cooperative Endeavor Agreement with Calcasieu Parish Police Jury for the extension of Carlyss Blvd. between Wright Road and Beglis Parkway (original Ordinance No. 1509 M-C Series). ORD107-23 (Mayor Danahay)

- 8. PUBLIC HEARING on ordinance declaring certain surplus movable property of the City of Sulphur and providing for the disposal thereof (scrap metal). ORD108-23 (Mayor Danahay)
- 9. PUBLIC HEARING on ordinance authorizing Mayor Danahay to sign Emergency Shelter and Staging Agreement with Beauregard Parish School Board for temporary shelter and emergency equipment staging area at Singer High School for Hurricane 2023 Season for the City of Sulphur. ORD109-23 (Mayor Danahay)
- PUBLIC HEARING on ordinance authorizing Mayor Danahay to sign a 10-foot-wide drainage servitude with DSLD Homes, LLC, in Belle Savanne Subdivision, Phase II. ORD110-23 (Mayor Danahay)
- 11. PUBLIC HEARING on ordinance amending Appendix B, Article IV, Part III, Section 2 of the Code of Ordinances of the City of Sulphur neighborhood commercial uses. ORD111-23 (Mayor Danahay)
- 12. INTRODUCTION OF ORDINANCE authorizing Mayor Danahay to enter into a Cooperative Endeavor Agreement with the Department of Treasury, State of Louisiana to receive allocated funds in the amount of \$250,000.00. ORD112-23 (Mayor Danahay).
- 13. INTRODUCTION OF ORDINANCE amending Ordinance No. 1861, M-C Series, adopted June 12, 2023, to increase the minimum number of maintenance cycles in Fiscal Year 2023 from four cycles to five cycles (maintenance/mowing agreement with DOTD). ORD113-23 (Mayor Danahay)
- 14. RESOLUTION approving liquor license for El Tapatio Mexican Cosina LLC, located at 102 Benoit Lane. RES49-23 (Mayor Danahay)
- 15. RESOLUTION accepting Substantial Completion for Henning Drive and Weekly Road overlay project. RES50-23 (Mayor Danahay)
- 16. 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 Tuesday, October 10, 2023, at 5:30 p.m. in the Council Chambers located at 1551 East Napoleon Street, Sulphur, LA.

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

Arlene Blanchard, Council Clerk City of Sulphur 101 North Huntington Street Sulphur, LA 70663 (337) 527-4500 ORDINANCE NO. M-C SERIES

ORDINANCE GRANTING A REZONE TO MARK DESHOTEL, 2210 SAUNIER STREET, FROM RESIDENTIAL DISTRICT TO MIXED RESIDENTIAL DISTRICT TO ALLOW FOR A MANUFACTURED HOME.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a rezone to Mark Deshotel, 2210 Saunier Street, from Residential District to Mixed Residential District to allow for a manufactured home for the following described property:

> COMMENCING AT A POINT ON THE EAST SIDE OF SAUNIER STREET BEING 20 FEET EAST OF THE NORTHWEST CORNER OF THE S/2 OF NE/4 OF NW/4 OF SW/4 OF SECTION 3, TOWNSHIP 10 SOUTH, RANGE 10 WEST, LA. MER., THENCE EAST 100 FEET, THENCE SOUTH 145 FEET TO THE NORTH LINE OF BOICE STREET, THENCE WEST 100 FEET TO THE EAST LINE OF SAUNIER STREET, THENCE NORTH 145 FEET TO THE POINT OF COMMENCEMENT.

BE IT FURTHER RESOLVED, that a six (6) foot tall buffer constructed of wood or brick masonry shall be constructed on the north and east side of the property.

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 FURTHEREST ORDAINED by the City of Sulphur of the City of Sulphur, Louisiana, that they do hereby grant a rezone to rezone to Mark Deshotel, 2210 Saunier Street, from Residential District to Mixed Residential District to allow for a manufactured home with the above stipulation.

> APPROVED AND ADOPTED by the City Council of the City of Sulphur, Louisiana, on this _____ day of ____, 2023.

DRU ELLENDER, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this ____ day of _____ 2023, 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 _____ 2023, the foregoing ordinance which has approved/vetoed by the Mayor.

A A A	CITTY
HOH	SUILPHUUR
	FAITH + FAMILY + COMMUNITY

CITY OF SULPHUR

APPLICATION FOR

Date Received 8-2-23

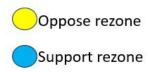
DEVELOPMENT APPROVAL _____\$50.00 Fee (Non-Refundable)_______ (Exact cash or check only)

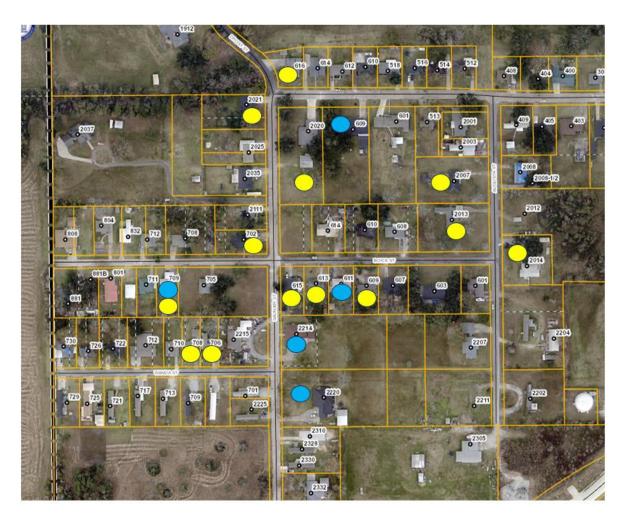
23

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	Jania	Kwi	Son	DATE	8	2

PROPERTY OWNER INFORMATION
Name of Property Owner Mark A, Deshotel
(Owner must provide proof of ownership such as property tax record or recorded deed)
Mailing Address: 1418 Lewis ST City: Sulphur State: LA Email: JK Wilson 20 bell South Me
Physical Address: Same City: State:
Phone Number (H) 337 661 - 3787 (W) (C) 337 485 - 1373
Location Address: 2210 Saunler ST.
Present Zoned Classification:
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 MED
REQUEST INFORMATION
REZONE 🗌 EXCEPTION 🗍 SUBDIVISION 🗍 BILLBOARD 🗍 PRE. PLAT 🗍 FINAL PLAT
DOES REZONE REQUIRE FENCING NAME OF SUBDIVISION
Zoning Change: From Residential To Mixed Residential
Zoning Change: From Residential To Mixed Residentia
Purpose of Request: Elderly Couple that had home destroyed wants TO purchase property TO put a Manufactore Home (double wide) which will be Brand new,
property TO put a Manufactore Home double wide which will be Brind new,
with all improvements which includes Privacy Fence, new prive way of
any other Requirements. For a Single Fumily Home
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: May H. Dellabel Date: 8-2-23
Yes No N/A
1. Is site located within the City Limits?
2. Will the proposed use be a nuisance to the surrounding area because
of odors, vibrations, unsightly areas or other unwarranted elements?
3. Is the capacity of the road and off-street parking facilities adequate
for use by the proposed development?
4. Will the location be served by a fire protection?
5. Can the proposed development be expected to adversely affect the
character/aesthetics of the area involved?
6. Is property within a designated flood hazard area?
Flood zone classification bfe ft





OPPOSITION PETITION

Ang. 18, 2023 The following people of Jolet Subdivision are against the Rezonig from residental to mixed residental, on the corner of Boice Street and Sannier Street. Address Name 2020 Saunier St. 702 Boice St. ha, Murrell yuthing Nomis 601 Borce St. 001 Darkes 613 Boice St. 615 Boice st. 2207 Augusta St. 615 Boice St. C. Granger in Bush 708 Manda St -2014 August st. Rout Victoria Dunur 2013 AuguSTA ST. 2021 Saunier St. 616 Nabarre St Egtre May lin Kim Suarez 109 Bolie St. Jam Sugar em Il/olito

TO WHOM IT MAY CONCERN

Petition to Rezone Lot 2210 Saunier St. Sulphur, LA. 70663

As verified by my signature below, I have no objection to rezoning lot 2210 Saunier St. 70663, located at the corner of Saunier and Boice Streets, from Residential to Mixed Residential. In addition, I have no objection to placement of a custom constructed manufactured home, new build, described as: 28ft x 48ft single family home with gable roof, hardy-board siding, covered porches, carport, paved driveway, landscaping and fenced yard, to resemble the attached photos upon completion.

SIGNATURE	ADDRESS	DATE
1. 23 Monil	609 Navarre St.	8-16-23
2. bany Dyapa	2220 Saunicy Si	8.14-23
3. Sina Sousa	of 2214 Danne	8-16-23
4. Brely Molito		8-16-23
5. Tampling	Malitor 709 BoiceSt.	8-16-23
6. Jackie Fr	ruge	8-16-23
7	0	

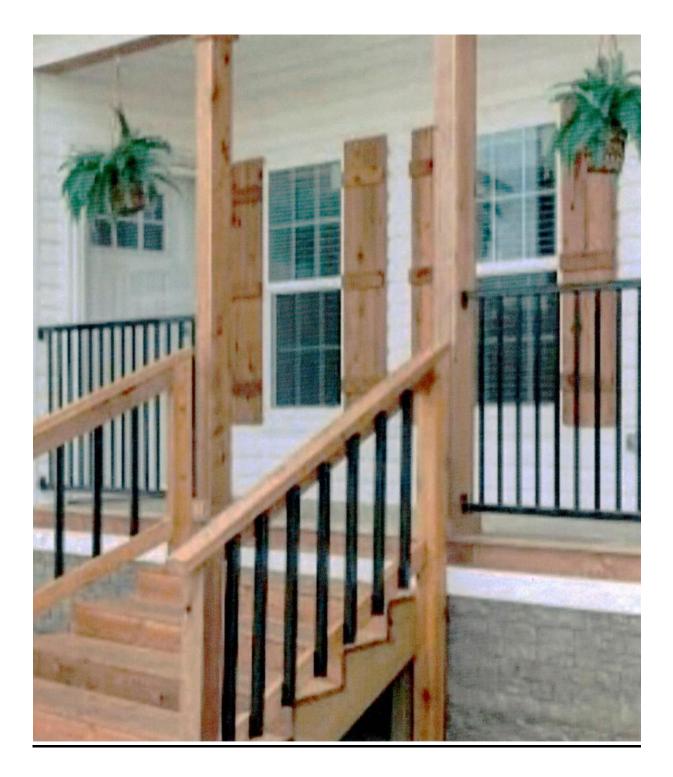
TO WHOM IT MAY CONCERN

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ADDRESS 611 Boice 54 SIGNATURE DATE 8. 1./ 2.













ORDINANCE NO. , M-C SERIES

ORDINANCE AUTHORIZING MAYOR DANAHAY TO SIGN AMENDMENT NUMBER ONE TO THE COOPERATIVE ENDEAVOR AGREEMENT WITH CALCASIEU PARISH POLICE JURY FOR THE EXTENSION OF CARLYSS BLVD. BETWEEN WRIGHT ROAD AND **BEGLIS PARKWAY.**

WHEREAS, City Council previously adopted Ordinance No. 1509 M-C Series, on the 12th day November, 2017 for the proposed extension of Carlyss Drive between Wright Road and Louisiana Highway 27 (Beglis Parkway), south of Sulphur, Louisiana (Carlyss Drive Extension Phase II Project).

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 attached Exhibit A, Amendment Number One to the Cooperative Endeavor Agreement with Calcasieu Parish Police Jury for the extension of Carlyss Boulevard between Wright Road and Beglis Parkway.

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 _____, 2023.

DRU ELLENDER, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this day of 2023, at _____ o'clock ____.m. I HEREBY CERTIFY that I have received from the Mayor at o'clock .m. on this _____ day of _____ 2023, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

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

STATE OF LOUISIANA PARISH OF CALCASIEU

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

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

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

Section 1 of Original Agreement - Scope of Agreement

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

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

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

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

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

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

- 1. Preparation of a Runoff Management Plan (RMP) by a professional engineer, providing a detailed design and explanation of mitigation measures required to meet watershed performance standards and avoiding any adverse impact to surrounding properties.
- 2. Mitigation measures identified in the RMP are to be constructed in the beginning phases of the construction project.
- 3. Prohibition of fill or other obstruction on or over any portion of a regulatory floodway or area of special flood hazard which contributes to the impediment of drainage efficiency.
- 4. Fill mitigation, maintaining the pre-development storm water storage conditions, below the ten-year water surface elevation.
- 5. Drainage easements and drainage maintenance easements as may be required by the jurisdictional gravity drainage district or the parish engineer located within the project area.
- 1.14 The CITY agrees to adopt the following access restrictions :
 - Vehicular driveway access from residential lots shall be prohibited when such lots abut Carlyss Drive Extension, between LA 1256 (Ruth Street) and LA 27 (Beglis Parkway). Such access restriction shall be noted directly upon the plat, adjacent to the lot in question.
 - Lot frontage, abutting Carlyss Drive Extension, for commercial lots, which have a driveway connection to Carlyss Drive Extension, between LA 1256 (Ruth Street) and LA 27 (Beglis Parkway), shall not measure less than 250 feet.
 - 3. Curb cuts for commercial driveways shall not exceed 36 feet in width as measured along the back of curb line or edge of pavement line.
 - 4. The CITY agrees to refrain from approving any permits, agreements or other authorizations for site development for any parcel abutting Carlyss Drive Extension between LA 1256 (Ruth Street) and LA 27 (Beglis Parkway) in the absence of the proposed development meeting the aforementioned access restrictions.

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

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

Section 3 of Original Agreement - Payment Terms

The first paragraph of Section 3 of the original agreement is deleted in its entirety and replaced with the following:

All costs associated with the design, bidding and construction of the PROJECT shall be initially borne by the PARISH. Upon substantial completion of the PROJECT, the PARISH and the CITY agree that the PARISH will submit request for reimbursement and the CITY will reimburse to the PARISH one million five hundred thousand dollars (\$1,500,000). Upon transfer of ownership of the PROJECT to the CITY, all operating and maintenance costs, including sewer collection, pumping and transport facilities, excluding the potable water main, shall be borne by the CITY, irrespective of whether those facilities are within the CITY's municipal boundaries.

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

THUS DONE AND SIGNED on the _____ day of _____ 2023, in Lake Charles, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

CALCASIEU PARISH POLICE JURY:

Witness Signature

BY: _____CHRI

CHRIS E. LANDRY, PRESIDENT

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name and Identification Number THUS DONE AND SIGNED on the _____ day of _____ 2023, in Sulphur, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

CITY OF SULPHUR:

BY:

MIKE DANAHAY, MAYOR

Printed Witness Name

Witness Signature

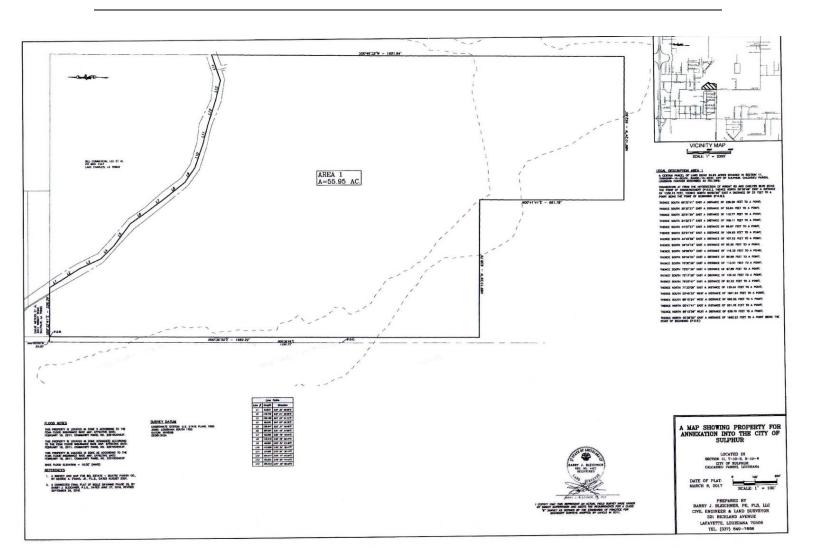
Witness Signature

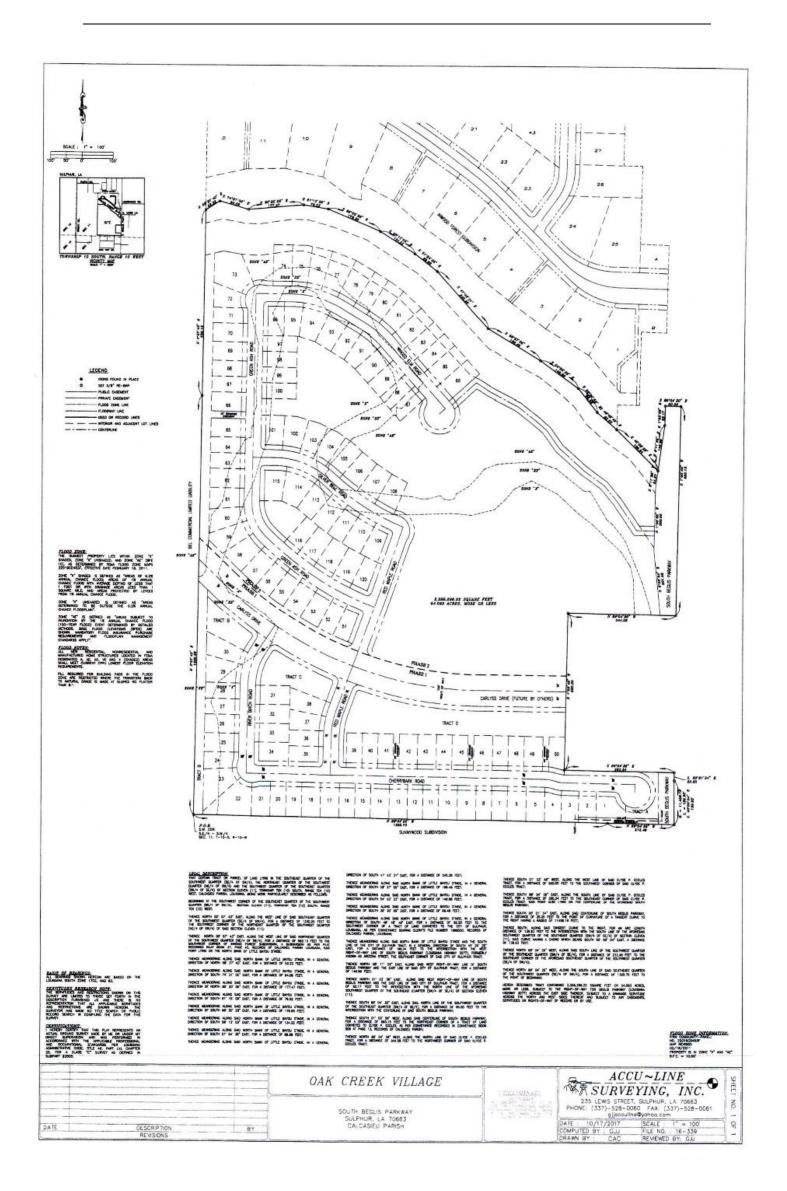
Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name and Identification Number

EXHIBIT A





ORDINANCE NO. , M-C SERIES

AN ORDINANCE DECLARING CERTAIN SURPLUS MOVABLE PROPERTY OF THE CITY OF SULPHUR AND PROVIDING FOR THE DISPOSAL THEREOF (SCRAP METAL).

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, and in accordance with LA. R.S. 33:4712, that the following described surplus movable property of the City of Sulphur, not needed for public purposes, after having been duly advertised be declared surplus:

Dept.	Туре	Description	Reason	Date	Est. Value
Shop	Misc.	Scrap metal	Junk	7/25/23	225.00

BE IT FURTHER ORDAINED that Mayor Mike Danahay is authorized to dispose of the above-mentioned surplus movable property and to sign all paperwork in connection therewith.

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

> APPROVED AND ADOPTED by the City Council of the City of Sulphur, Louisiana, on this _____day of _____, 2023.

DRU ELLENDER, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this day of ____ 2023, at _____ o'clock _____.m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received from the Mayor at _____ o'clock ___.m. __day of ___ on this _____ 2023, the foregoing ordinance which has approved/vetoed by the Mayor.

ORDINANCE NO. , M-C SERIES

ORDINANCE AUTHORIZING MAYOR DANAHAY TO SIGN EMERGENCY SHELTER AND STAGING AGREEMENT WITH BEAUREGARD PARISH SCHOOL BOARD FOR TEMPORARY SHELTER AND EMERGENCY EQUIPMENT STAGING AREA AT SINGER HIGH SCHOOL FOR HURRICANE 2023 SEASON FOR THE CITY OF SULPHUR.

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 sign Emergency Shelter and Staging Agreement with Beauregard Parish School Board for temporary shelter and emergency equipment staging area at Singer High School for Hurricane 2023 Season for the City of Sulphur.

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 ______, 2023.

DRU ELLENDER, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this _____ day of _____, 2023, 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 ______ 2023, the foregoing ordinance which has approved/vetoed by the Mayor.

EMERGENCY SHELTER AND STAGING AGREEMENT

The Beauregard Parish School Board will provide temporary sheiter and emergency equipment staging

Area at Singer High School with Deridder High School as emergency back-up for Hurricane 2023 Season (June 1, 2023 – November 30, 2023), for the city of Sulphur, Louisiana.

Terms and Conditions:

- The Beauregard Parish School Board will provide a building or buildings for temporary sheltering of emergency response personnel from the City of Sulphur and an area large enough for emergency equipment to be staged prior to the return to the storm area.
- The City of Sulphur will provide its own resources to the storm area.
- The City of Sulphur will be required to maintain detailed records on the condition of the temporary shelter and staging area upon arrival and departure and provide a copy of these records to the Beauregard Parish School Board.
- The City of Sulphur will be required to reimburse the Beauregard Parish School Board for Any damages or other costs such as utilities or similar services for the use of the facilities.

Contract Informa		
Beauregard Paris	h School Board	
Contact person:	Cord Ensminge	er
Title:	Assistant Supe	erintendent
Address:		Street, DeRidder, LA 70634
Phone #:	337-463-5551	/ 337-348-9694
Fax #	337-463-6735	
Email:	censminger@	beau.k12.la.us
Singer High Schoo	l:	
Contact person	Roy Harris	
Title:	Principal	
Address:		10 E., Singer, LA 70660
Phone #	337-463-590	08 / 850-625-8847
Fax #	337-463-590	
Email:	rharris@beau	
City of Sulphur		
Contact person	Larry Guillotte	Craig Fortenberry
Title:	Asst. Chief of Police	Mayor
Address:	5008 Huntington st	same
Phone #:	337-527-4589/ 337-244-3641	337-527-4560
Fax #	337-527-0406	
Email	guillotte@sulphur.org	ciortenberry@suiphur.org
his AGREEMENT EN	TERED INTO This Day of	4 4 9 05 + 2023, BETWEEN THE
	H SCHOOL BOARD AND THE CITY O	
		r Solfhur, Lq.
Beauregard Parish	School Board By:	Elty of Sulphur, LA, By:
49		acity of Sulping Cy, By:
a can		1 mm songla
Print name: Cor	Ensminger	M.K. Dout
		Print name: 1110 for and
Title: Assi	stant Superintendent	Title; Mayor

EMERGENCY SHELTER AND STAGING AGREEMENT

The Beauregard Parish School Board will provide temporary shelter and emergency equipment staging area at Singer High School with DeRidder High School as emergency back-up for Hurricane 2023 Season (June 1, 2023 – November 30, 2023), for the City of Sulphur, Louisiana.

Terms and Conditions:

- 1. The Beauregard Parish School Board will provide a building or buildings for temporary sheltering of emergency response personnel from the City of Sulphur and an area large enough for emergency equipment to be staged prior to the return to the storm area.
- 2. The City of Sulphur will provide its own resources to the storm area.
- 3. The City of Sulphur will be required to maintain detailed records on the condition of the temporary shelter and staging area upon arrival and departure and provide a copy of these records to the Beauregard Parish School Board.
- 4. The City of Sulphur will be required to reimburse the Beauregard Parish School Board for any damages or other costs such as utilities or similar services for the use of the facilities.

Contact Information:

Beauregard Parish School Board

Contact Person:		
Title:		
Address:		
Phone Number:		
Fax Number:		
Email Address:		
Cell Number:		
Singer High School		
Contact Person:		
Title:		
Address:		
Phone Number:		
Fax Number:		
Email Address:		
Cell Number:		
<u>City of Sulphur</u>		
Contact Person:	Larry Guillotte	Craig Fortenberry
Title:	Asst. Chief of Police	Major
Address:	500B North Huntington	Same

Phone Number: Fax Number: Email Address: Cell Number:

337-527-4589/337-244-3541 337-527-4560 337-527-0406 lguillotte@sulphur.org 337-244-3641

Same cfortenberry@sulphur.org 337-499-9523

___, 2023, BETWEEN THIS AGREEMENT ENTERED INTO THIS _____ DAY OF __ THE BEAUREGARD PARISH SCHOOL BOARD AND THE CITY OF SULPHUR, LA.

Beauregard Parish School Board By:

City of Sulphur, LA By:

Print Name:	
Title:	

Print Name:_		
Title:	 	

ORDINANCE NO. , M-C SERIES

INTRODUCTION OF ORDINANCE AUTHORIZING MAYOR DANAHAY TO SIGN A 10-FOOT-WIDE DRAINAGE SERVITUDE WITH DSLD HOMES, LLC, IN BELLE SAVANNE SUBDIVISION, PHASE II.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that Mayor Mike Danahay is hereby authorized to sign a 10-foot-wide drainage servitude with DSLD Homes, LLC, in Belle Savanne Subdivision Phase II, affecting the below described property:

A ten (10') foot wide area of land upon the following described property as shown on the below described "Exhibit A" hereto:

TWO (2) CERTAIN LOTS OR PARCELS OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging in or in anywise appertaining, situated in the City of Sulphur, Parish of Calcasieu, Louisiana, in that subdivision thereof known as **BELLE SAVANNE**, PHASE II, and being designated on the official plat thereof in the office of the Clerk and Recorder for Calcasieu Parish, Louisiana, as LOT NUMBER 1 and LOT NUMBER 171, said subdivision, said Lots having such bearings and dimensions and being subject to such servitudes and building line restrictions of record and as shown on the official subdivision plat.

BE IT ORDAINED that Mayor Mike Danahay is hereby authorized and empowered, to execute the Drainage Servitude with DSLD Homes, LLC.

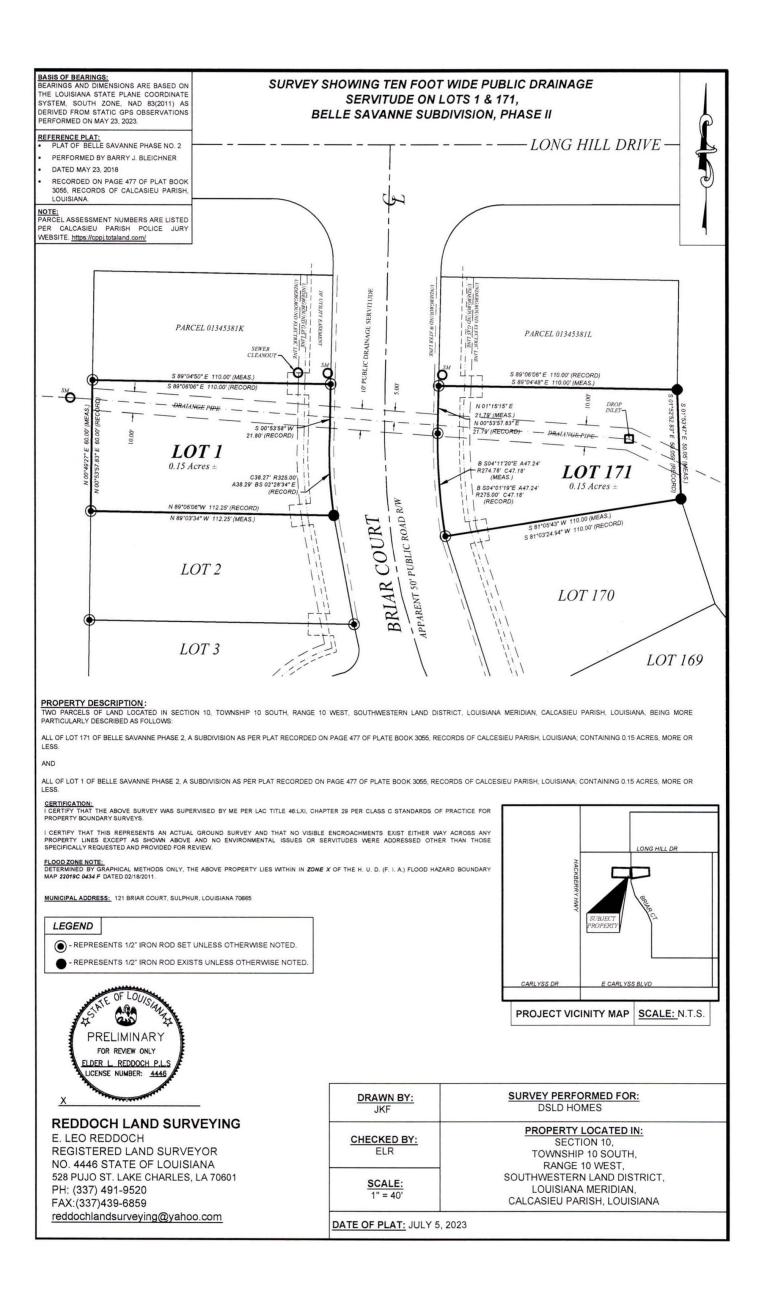
NOW THEREFORE, BE IT FURTHER ORDAINED that this Ordinance shall become effective upon the Mayor's signature contingent upon acquisition of property and filed for registry in the conveyance records of Calcasieu Parish Clerk of Court.

> APPROVED AND ADOPTED by the City Council of the City of Sulphur, Louisiana, on this ____ day of _____, 2015.

DRU ELLENDER, Chairman

HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this day of ___ 2015, at _____ o'clock .m. I HEREBY CERTIFY that I have received from the Mayor at _____ o'clock ___.m. on this _____ day of __ 2015, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk





DEDICATION AND ACCEPTANCE OF PUBLIC SERVITUDE

STATE OF LOUISIANA

PARISHES OF EAST BATON ROUGE AND CALCASIEU

BEFORE the undersigned Notaries Public, within and for the above respective

jurisdictions, and in the presence of the undersigned competent witnesses, personally came and

appeared:

DSLD Homes, LLC, a Delaware limited liability company, authorized to do and doing business in the State of Louisiana, represented by its duly authorized Agent, Jeffery P. Purpera, Jr., whose permanent mailing address is declared to be 7660 Pecue Lane, Suite 100, Baton Rouge, Louisiana 70809, herein called "GRANTOR"; and

City of Sulphur, a local governmental subdivision of the State of Louisiana, operating under a duly adopted Home Rule Charter, represented herein by its duly authorized representative, ______, pursuant to resolution or ordinance duly adopted, whose permanent mailing address is declared to be 101 North Huntington Street, Sulphur, Louisiana 70663, herein called "**GRANTEE**";

Grantor declared that it is the owner of the below described immovable property, and does by these

presents hereby grant and dedicate, to the perpetual use of the public, a public drainage servitude

on and under the following described property:

A ten (10') foot wide area of land upon the following described property as shown on the below described "Exhibit A" hereto:

TWO (2) CERTAIN LOTS OR PARCELS OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging in or in anywise appertaining, situated in the City of Sulphur, Parish of Calcasieu, Louisiana, in that subdivision thereof known as **BELLE SAVANNE, PHASE II**, and being designated on the official plat thereof in the office of the Clerk and Recorder for Calcasieu Parish, Louisiana, as **LOT NUMBER 1 and LOT NUMBER 171**, said subdivision, said Lots having such bearings and dimensions and being subject to such servitudes and building line restrictions of record and as shown on the official subdivision plat.

Said area of servitude being referred to as "10' Public Drainage Servitude" on a map entitled "Survey Showing Ten Foot Wide Public Drainage Servitude on Lots 1 & 171, Belle Savanne Subdivision, Phase II" prepared by Reddoch Land Surveying, attached hereto as "Exhibit A".

This servitude is perpetually and irrevocably granted to the City of Sulphur, or the public utility company or special district having jurisdiction, for the perpetual use by the public for drainage purposes, including subsurface drainage, or other proper purpose for the general use of the public not inconsistent with the intent of this dedication of servitude. No trees, shrubs or plants may be planted, nor shall any building, fence, structure, or other improvement be constructed or installed within or over the herein dedicated servitude as to prevent or unreasonably interfere with any purpose for which the servitude is granted.

Grantee accepts this dedication and acknowledges that the servitude dedicated herein shall be used solely for the purposes expressed herein, and Grantee's acceptance of the servitude includes the obligation to maintain said servitude and any drainage infrastructure located therein.

SWORN TO AND SUBSCRIBED BEFORE ME, Notary, and in the presence of the two undersigned competent witnesses, on the _____ day of _____,

2023, at Baton Rouge, Louisiana.

WITNESSES:

DSLD Homes, LLC, Grantor

By: Jeffery P. Purpera, Jr.

Notary Public Notary Name:______ Notary I.D./Bar Roll No. _____

SWORN TO AND SUBSCRIBED BEFORE ME, Notary, and in the presence of the two

undersigned competent witnesses, on the _____ day of _____,

2023, at Sulphur, Louisiana.

WITNESSES:

City of Sulphur, Grantee

By:

Notary Public

Notary Name:______ Notary I.D./Bar Roll No.

ORDINANCE NO. M-C SERIES

ORDINANCE AMENDING APPENDIX B, ARTICLE IV, PART III, SECTION 2 OF THE CODE OF ORDINANCES OF THE CITY OF SULPHUR – NEIGHBORHOOD COMMERCIAL USES.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby amend Appendix B, Article IV, Part III, Section 2 of the Code of Ordinances of the City of Sulphur – Neighborhood Commercial Uses to read as follows:

APPENDIX B, ARTICLE IV, PART III

Section 2. Mixed residential district.

- (1) *Permitted Uses.*
 - (a) All uses as permitted in Residential Land Use Classifications
 - (b) Multi-Family.
 - (c) Day Care.
 - (d) Manufactured housing units/mobile home units, provided that:
 - (1) All mobile units shall be securely fastened, anchored or tied down with a minimum of four (4) placements at the corner in a suitable fashion consistent with normally acceptable standards in mobile home industry.
 - (2) All mobile home units shall provide for two (2) parking spaces per unit off street.

(e) Neighborhood Commercial Uses.

- (2) Permitted as Exceptions by Land Use Commission and City Council.
 - (a) Agriculture Use, small scale provided that:
 - (1) There shall be no outdoor storage of machinery, equipment, supplies or materials.
 - (2) There shall be no on-site bulk storage of fertilizers, pesticides or herbicides.
 - (3) Minimum lot size shall be thirty thousand (30,000) square feet.
 - (4) Dumpsters shall be screened on all sides.
 - (5) There shall be no production of noxious, offensive or hazardous effects or conditions by reason of vehicular traffic, noise, vibration, smoke, dust or other particulate matter, odorous matter, heat, humidity, glare, refuse, radiation or other objectionable emissions.
 - (6) Permitted crops shall not be considered to be weeds or noxious growth, as provided for in chapter 12 of the Code of Ordinances, during the conventional growing season, contingent upon continued operation of this use as evidenced in part by all permitting, licensing and utility payments being current.
 - (7) Crops shall not be located within twenty (20) feet of the side or rear property line or within twenty-five (25) feet of any property line which coincides with a street right-of-way line.
 - (b) Neighborhood Commercial Uses:

- (1) Barbershops
- (2) Beauty Shops
- (3) Drugstores
- (4) Grocery Stores (small scale)
- (5) Laundromats
- (6) Variety Stores
- (7) Service Stations
- (8) Restaurants
- (3) Development Standards.
 - (a) The proportion of lot area covered by buildings shall not exceed a maximum of forty (40) percent on any parcel within this district.
 - (b) No front foot dimension of a lot shall be less than fifty (50) feet. The total area of a lot shall not be less than six thousand (6,000) square feet.
 - *Exception.* No front foot dimension of any lot in a cul-de-sac shall be less than thirty (30) feet and a total area of a lot shall not be less than ten thousand (10,000) square feet. In a cul-de-sac with a front foot of fifty (50) feet or more the lot shall not be exempt from the requirement of (b) of Article IV, Part 3, Section 2(2).
 - (c) All development in the Mixed Residential District shall conform to the development standards set out in the following table:

Use	Density	Lot Size (sq. ft.)	Front Setback (sq. ft.)	Height (ft.)
s/f det. Multi-family	7 du/a 12 du/a	6,000 6,000	30 30	35 35
Churches	—	1 acre	50	35
Schools, Public Uses	FAR .35	—	50	35
Rec. (low intensive)		—	50	35
Mfg. Housing	7 du/a	6,000	30	35
Mobile Homes	7 du/a	6,000	30	35
Neighborhood Commercial	FAR .5	5,000	30	35

Side and rear setbacks to be determined by building codes adopted by city.

APPROVED AND ADOPTED by the City Council of the City of Sulphur, Louisiana on this _____ day of _____, 2023.

DRU ELLENDER, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this _____ day of _____, 2023, at _____ o'clock ____.m.

I HEREBY CERTIFY that I have received from the Mayor at ______ o'clock ____.m. on this ______ day of ______, 2023, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ORDINANCE NO. , M-C SERIES

ORDINANCE AMENDING ORDINANCE NO. 1861, M-C SERIES, ADOPTED JUNE 12, 2023, TO INCREASE THE MINIMUM NUMBER OF MAINTENANCE CYCLES IN FISCAL YEAR 2023 FROM FOUR CYCLES TO FIVE CYCLES FOR THE MAINTENANCE/MOWING AGREEMENT WITH DOTD.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Ordinance No. 1861, M-C Series, adopted June 12, 2023, to increase the minimum number of maintenance cycles in fiscal year 2023 from four cycles to five cycles for the maintenance/moving agreement with Department of Transportation and Development.

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 _____, 2023.

DRU ELLENDER, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this _ day of _____ 2023, at _____ o'clock ____.m.

I HEREBY CERTIFY that I have received from the Mayor at _____ o'clock ____.m. on this _____ day of _____, 2023, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

AMENDMENT NO. 1

CONTRACT NO. 4400002003

MAINTENANCE AGREEMENT INCLUDING MOWING AND LITTER PICKUP

THROUGH FISCAL YEAR ENDING JUNE 30, 2024

BETWEEN

CITY OF SULPHUR

AND

STATE OF LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT OFFICE OF ENGINEERING

This Amendment (Amendment No. 1) to the referenced Contract No. 4400002003 ("referenced contract)" between the Department of Transportation and Development, State of Louisiana ("DOTD"), and City of Sulphur ("Municipality") is entered enter into on this day of _______, 2023.

Whereas additional state funds ("funds") have become available for maintenance of DOTD right-of-way statewide;

Whereas DOTD proposes to make some of the funds available to Municipality to offset in part one (1) additional maintenance cycle completed by Municipality during Fiscal Year 2023/2024;

Whereas Municipality has accepted the offer to make supplemental funding available to Municipality and has agreed to perform one additional maintenance cycle to remove litter and mow vegetation on certain state right-of-way within the jurisdiction of Municipality;

Therefore, the parties agree to amend Article II of the referenced contract to increase the stipulated minimum number of maintenance cycles in Fiscal Year 2023 from **four (4)** to **five (5)**.

Further, the parties agree that all provisions of the referenced contract shall remain in full force and effect to the extent not inconsistent with this amendment and that the provisions of the referenced contract and this amendment to the referenced contract notwithstanding, the parties:

- A. Affirm their respective rights and obligations under the provisions of the referenced contract as amended or supplemented; and
- B. Confirm that, by approving and entering into this agreement, DOTD and Municipality do not intend to extinguish in whole or in part, to novate, or to otherwise modify or alter, the rights and obligations of the parties under the provisions of the referenced contract as amended and supplemented except to the extent expressly modified, amended, or extinguished by the express provisions of this Amendment No. 1 to the referenced contract.

THUS DONE AND SIGNED at ______, Louisiana, on this _____ day of ______, 2023.

CITY OF SULPHUR

Signed Name of Representative

Printed Name of Representative

PO Box 1309, Sulphur, LA 70664 (337) 527-4500 (Phone) (337) 527-4529 (Fax) 72-6001361 (Taxpayer I.D.)

WITNESSES:

Signature

Printed Name

Signature

Printed Name

Amendment No 1. Maintenance Agreement Page 3 of 3

THUS DONE AND SIGNED at		, Louisiana, on this	
of	, 2023.		

DEPARTMENT OF TRANSPORTATION & DEVELOPMENT

Signed Name of Representative

Seth J. Woods, P.E., M.S.C.M. District Engineer Administrator

WITNESSES:

Signature

Printed Name

Signature

Printed Name

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MAINTENANCE AGREEMENT INCLUDING MOWING AND LITTER PICKUP

FOR THE FISCAL YEAR ENDING JUNE 30, 2024

BETWEEN

CITY OF SULPHUR

AND

STATE OF LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT OFFICE OF ENGINEERING

Municipal Agreement Page 2 of 13

AGREEMENT

This AGREEMENT, ("Agreement") is made and entered into this _____day of, ______d022, 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:

<u>ARTICLE I:</u> 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

Municipal Agreement Page 3 of 13

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-ofways 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 Municipal Agreement Page 4 of 13

way. For purposes of this Agreement, <u>mowable vegetation is defined as</u> 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. <u>The dates of the mowing operations shall be set forth on the Mowing Plan</u> 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

Municipal Agreement Page 5 of 13

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.

Municipal Agreement Page 6 of 13

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**.

Municipal Agreement Page 7 of 13

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. Municipal Agreement Page 8 of 13

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, 2023**, and shall end on **June 30, 2024**, 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.

Municipal Agreement Page 9 of 13

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

Municipal Agreement Page 10 of 13

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.

Municipal Agreement Page 11 of 13

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 , 2023. WITNESSES Municipality BY: (Signed Name) (Printed Name) Municipality: City of Sulphur Address: P.O. Box 1309 Sulphur LA 70664 (337) <u>527-4500</u> (Phone) (337) <u>527-4529</u> (Fax) Tax ID. # 72-6001361 THUS DONE AND SIGNED at Lake Charles, Louisiana, this _____ day of <u>, 2023</u>. WITNESSES: DOTD BY: SETH J. WOODS, P.E., M.S.C.M.

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 HuntingtonStLewis 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 Undivided7.76Total Divided1.54Total Miles9.30

"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

DATE	TRASH, yd ³	ACRES MOWED
	and the second	

Signed By:

Printed Name:

RESOLUTION NO. , M-C SERIES

Resolution approving liquor license for El Tapatio Mexican Cosina LLC, located at 102 Benoit Lane.

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 El Tapatio Mexican Cosina LLC, located at 102 Benoit Lane.

APPROVED AND ADOPTED by the City Council of the City of Sulphur, Louisiana, on this day of ______, 2023.

DRU ELLENDER, 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: El Tapatio Mexican Cosina LLC
Owner: Jose Camarena-Melendez / Javier Angel / Marie Melendez
Business Location: 102 Benoit Ln Sulphur, La 70663
Date of Application: August 28,2023
Class: 🗖 A 🗖 B Content: 🖬 High 🖬 Low
Applicant has provided all required documentation to the City of Sulphur Licensing Department.
Director of Finance Recommend Deny
City Council Approval: CACCEPTED CENIED
Council Representative Signature
Date:
Special Comments:

City of Sulphur Occupational License P O Box 1309 Sulphur, LA 70664 Phone: 337-527-4517 license@sulphur.org		
City of Sulphur Liquor License Application Name of Business: <u>El Tapatio Mexican Cosina</u> Location of Business: <u>102 Beneit Lane Sulphur, IA TO663</u> Legal Name of Owner: <u>El Tapatio Cuatro LLC</u> Home/Corp Address: <u>102 Beneit Lane Sulphur, IA TO663</u> Mailing Address: <u>102 Beneit Lane Sulphur, IA TO663</u> Mailing Address: <u>102 Beneit Lane Sulphur, IA TO663</u> Application is for: D CLASS "A" D CLASS "B" Content: D HIGH D LOW D HIGH & LOW		
Sole Proprietor: D Partnership D Corp/LLC		
Has a homeowner petition been signed by residents? YES YES		
Have you applied for a state license? ZYES 🗖 NO		
Are you the owner of the premises to be licensed? TYES INO		
If NO, do you hold a bona Fide Lease? 🗹 YES 🗖 NO		
Owner's name and address of the premises Robert King		
Is the business to be conducted wholly by you or by more than one representative? $\frac{no}{16}$ Federal Tax #: $\frac{93-1429833}{12000}$ La. State Tax #: $\frac{2656027-001}{10000}$		
 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? If YES INO N/A If YES, what are the measurements in feet?Ft. IN/A		
Are there any residents located within 300 feet of premise to be licensed? YES NO N/A		
If YES, has measurements been taken? \square YES \square NO \square N/A If YES, what are the measurements in feet?Ft. \square N/A		
NOTE: The City of Sulphur will validate all measurements		

FAITH & FAMILY COMMUNITY Revised 8/16/2021 Page 2 of 5



Post Office Box 201 Baton Rouge, LA 70821-0201

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Date of Notice: Letter ID: Account ID: Tax Type: 07/06/2023 L1680096912 2656027-001-400 Sales

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

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

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

Clearance will expire one year from date issued

Date: 07/06/2023

Federal Identification Number: 931429833

State ATC Permit Number: NA

Local sales tax agency account number:

Local ABC permit number:

Location Address: 1700 BOYS VILLAGE RD IOWA LA 70647-4402

10WA LA 10047-4402

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

	0 111		
State	and ante	Director	June 29, 2023
	Signature	Title	Date
Local			
	Signature	Title	Date



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: 00059683 Federal Employer Identification Number: 93-1429833 LA Department of Revenue & Taxation No: Taxpayer Name: EL TAPATIO CUATRO LLC Trade Name (if different): EL TAPATIO CUATRO Location Address: 102 BENOIT LANE SULPHUR, LA 70663 Mailing Address: **102 BENOIT LANE** SULPHUR, LA 70663 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. __//_ Clerk 7/17/2023

Monica Harringtin// Clerk// 7/17/2023Authorized SignatureTitleDateCalcasieu Parish Sales & Use Tax DepartmentDate

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:	Monday, August 28, 2023 10:30 AM
То:	Anna Manuel
Subject:	RE: background check / Maria Melendez - Javier Angel - Jose Melendez

These individuals are clear ONLY with Sulphur Police Department.

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.

-----Original Message-----From: Anna Manuel <amanuel@sulphur.org> Sent: Monday, August 28, 2023 10:24 AM To: Caitlen Johnson <cjohnson@sulphur.org> Cc: Anna Manuel <amanuel@sulphur.org>; MBC License <license@sulphur.org> Subject: background check / Maria Melendez - Javier Angel - Jose Melendez

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