

AGENDA
SULPHUR CITY COUNCIL MEETING
TUESDAY, OCTOBER 10, 2023, AT 5:30 P.M.

THERE WILL BE A REGULAR MEETING OF THE SULPHUR CITY COUNCIL
TUESDAY, OCTOBER 10, 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. PUBLIC HEARING on 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.
ORD114-23 (Mayor Danahay).
2. PUBLIC HEARING on 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). ORD115-23 (Mayor Danahay)
3. PUBLIC HEARING on ordinance granting a rezone from Business to Commercial to DGP Properties, LLC, 822 North Beglis Parkway, to allow for a bar.
ORD116-23 (Melinda Hardy)
4. RESOLUTION approving liquor license for Gator Bar, 822 North Beglis Parkway.
RES51-23 (Mayor Danahay)
5. RULE TO SHOW CAUSE for the condition of the following addresses:
 - a. To condemn building or structure located at 3409 Maplewood Drive, in accordance with Article IX, Section 5-286 through 5-296. (Joy Abshire)
6. RESOLUTION granting a variance to Regina Primeaux, 417 Virginia Street, to allow for a 14x64 mobile home to be greater than 10 years of age (2005).
RES52-23 (Dru Ellender)

7. RESOLUTION granting a variance to Ronnie Hossain, 1507 Weekly Road, to allow for a 480 sq. ft. manufactured home rather than the required 600 sq. ft. (*postponed from August, 2023 agenda*) RES53-23 (Nick Nezat)
8. RESOLUTION authorizing the advertisement of bids for the annual supply of pipe and fittings, limestone and asphalt mix and chemical supplies for the City of Sulphur. RES54-23 (Mayor Danahay)
9. RESOLUTION re-appointing John Hardy, Jr. to the Sulphur Industrial Development Board. RES55-23 (Melinda Hardy)
10. PUBLIC COMMENT - 3 MINUTES PER SPEAKER - ONLY SPEAK 1 TIME PER ITEM.

This ends the public comment section of the meeting.

ADJOURNMENT

The next regular City Council meeting will be held on Monday, November 13, 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 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.

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.

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:

Amendment No 1.
Maintenance Agreement
Page 2 of 3

- 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

THUS DONE AND SIGNED at _____, Louisiana, on this _____ day
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**

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, 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.

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 _____, 2023.

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 _____, 2023.

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 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 GRANTING A REZONE TO DGP PROPERTIES, 822 NORTH
BEGGIS PARKWAY, FROM BUSINESS TO COMMERCIAL TO
ALLOW FOR A BAR.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a rezone to DGP Properties, 822 North Beglis Parkway, from Business to Commercial to allow for a bar for the following described property:

COM @ NWC OF NW/4 SE/4 SECT 26.9.10; TH E 78.31 FT; TH S 825.05 FT ALG E
SIDE OF STATE HIGHWAY 27 AND S ROW LINE OF LOUIS ALLEMAND RD
BEING POB; TH N 89 DEGS E 249.42 FT; TH S 264.30 FT; TH N 88 DEGS W 250 FT
(MEASURES 249.79 FT); TH N 259.09 FT TO POB

BE IT FURTHER ORDAINED, that in accordance with Article IV, Part 2, Section 8 of the Land Use Ordinance of the City of Sulphur the following bufferyard shall apply:

Section 8. Bufferyards.

Whenever an existing residential use is bounded by a less restricted use, the proposed use will install a six (6) foot tall buffer constructed of wood or brick masonry. Furthermore, a twenty (20) foot buffer width will also be maintained that will be void of any parking apron, construction, accessory use, etc. The bufferyard is to remain free, clear and open of any obstruction.

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 Council of the City of Sulphur, Louisiana, that they do hereby grant a rezone to DGP Properties, 822 North Beglis Parkway, from Business to Commercial to allow for a bar.

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

DR 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.

ARLENE BLANCHARD, Clerk



CITY OF SULPHUR
APPLICATION FOR
DEVELOPMENT APPROVAL

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

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

PRINT NAME _____ DATE _____

PROPERTY OWNER INFORMATION

Name of Property Owner DGP Properties LLC

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

Mailing Address: 820 North Beglis Parkway Sulphur, LA 70663

Physical Address: 822 N Beglis Parkway City: Sulphur State: LA 70663

Phone Number (H) 337-570-9513 (W) 337-570-9513 (C) 337-570-9513

PROPERTY INFORMATION

Location Address: 822 N Beglis Pkwy Sulphur LA 70663

Present Zoned Classification: Business

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 GS

REQUEST INFORMATION

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

☐ DOES REZONE REQUIRE FENCING NAME OF SUBDIVISION _____

Zoning Change: From Business To Commercial

Purpose of Request: Bar application

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

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

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

Applicant Signature: [Signature] Date: 9-5-2023

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



MEMORANDUM

To: Board of Zoning and Land Use Commission
From: Austin Abrahams 
Public Works Director, Land Use Administrator
cc: Arlene Blanchard, Mayor Mike Danahay
Date: 9-13-2023
RE: 1. Rezone 822 North Beglis Parkway from Business to Commercial

Summary of Recommendation:

No objection to the requested rezone.

Application:

Resolution granting a rezone from Business to Commercial to DGP Properties, LLC, 822 North Beglis Parkway, to allow for a bar.

Situation:

The applicant is requesting a rezone from Business to Commercial to allow for a bar. The lot is currently being used as a convenient store, which would also be allowed in Commercial District.





Findings:

In accordance with Article III, Part 2, Section 5(3) of the Land Use Ordinance the application has been reviewed. The following findings are offered for your consideration:

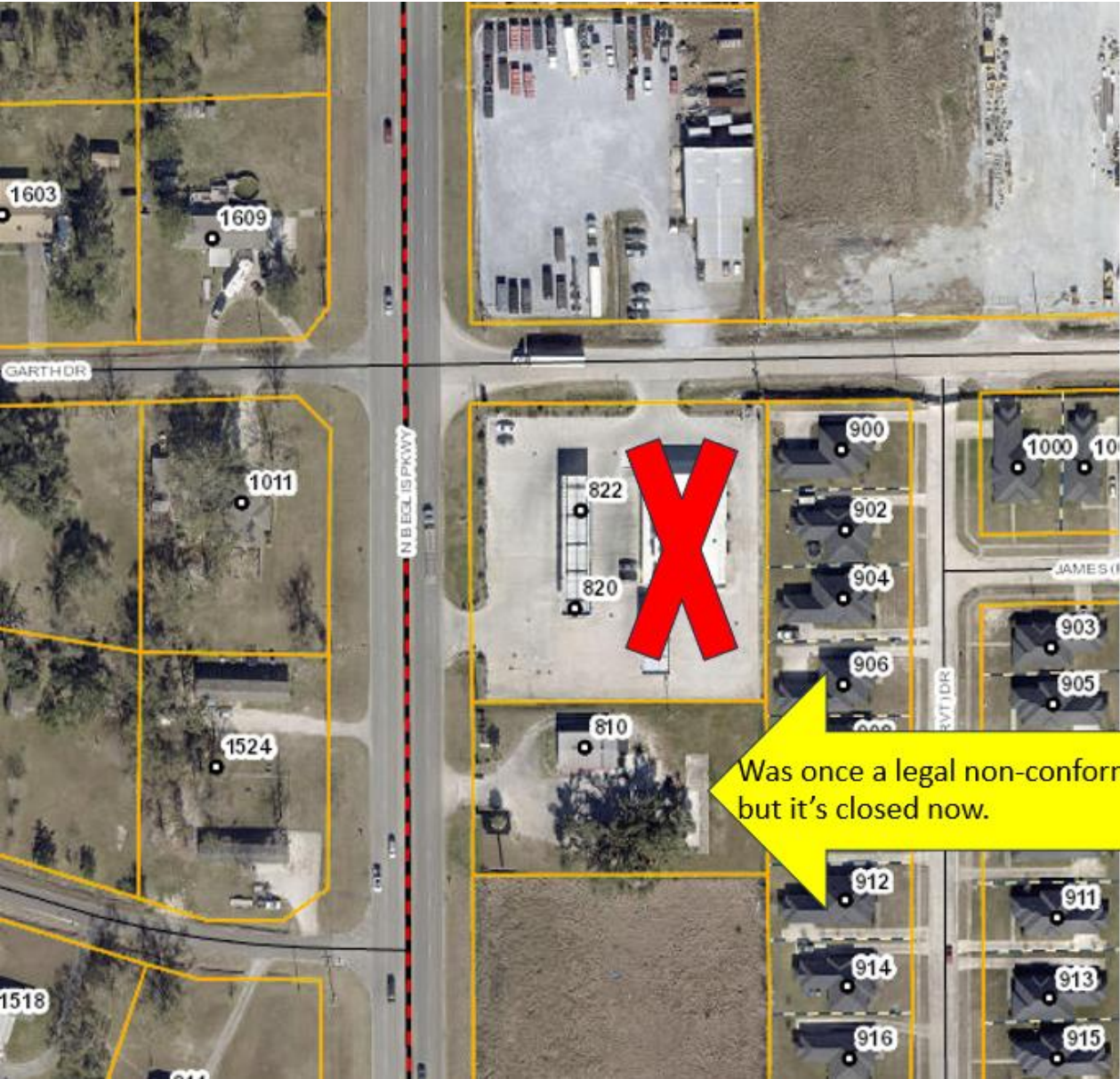
1. Commercial zoning exists to the North across Louis Alleman Pkwy, and Business District to the South. Residential uses to the East and West across Beglis Pkwy.
2. The lot to the South exists a bar which is a legally nonconforming use as it was established prior to adoption of zoning in 2003.

Recommendation:

Based on the above findings, no objection is offered to the requested rezone.

The following stipulations are suggested:

- 1.



RESOLUTION NO. _____, M-C SERIES

Resolution approving liquor license for Gator Bar located at 822 North Beglis Parkway.

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 Gator Bar located at 822 North Beglis Parkway.

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: Gator Bar

Owner: GST Investments LLC / Gurmesh Thind

Business Location: 822 N Beglis Pkwy Sulphur, La 70663

Date of Application: july 17, 2023

Class: ☒ A ☐ B

Content: ☒ High ☐ Low

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

City of Sulphur Issuance Agent [Signature]

Director of Finance [Signature]

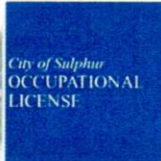
☒ Recommend ☐ Deny

City Council Approval: ☐ ACCEPTED ☐ DENIED

Council Representative Signature _____

Date: _____

Special Comments: _____



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
JUL 17 2023
By: *[Signature]*

City of Sulphur
Liquor License Application

Name of Business: Gator Bar
Location of Business: 822 North Begli's Parkway, Sulphur, LA 70663
Legal Name of Owner: GST Investments, LLC
Home/Corp Address: 820 N Begli's Parkway, Sulphur, LA 70663
Mailing Address: 820 N Begli's Parkway, Sulphur, LA 70663
Application is for: ☒ CLASS "A" ☐ CLASS "B"
Content: ☐ HIGH ☐ LOW ☒ HIGH & LOW
Sole Proprietor: ☐ Partnership ☒ Corp/LLC
Has a homeowner petition been signed by residents? ☐ YES ☒ NO
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 DGP Properties, LLC
Is the business to be conducted wholly by you or by more than one representative? no
Federal Tax #: 921190060 La. State Tax #: 2620380-001

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



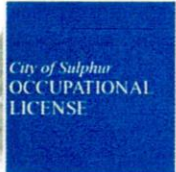
FAMILY



COMMUNITY

Revised 8/16/2021

Page 2 of 5



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

AFFIDAVIT

STATE OF LOUISIANA

PARISH OF CALCASIEU

I, Gurmesh Thind, being the owner/partner/shareholder of the above-named premises, hereby certifies that the above information is true and correct according to the best of my knowledge, information, and belief.

I further certify that I have been a resident of the State of Louisiana for in excess of two (2) years unless a corporation or limited liability corporation; that I or my spouse have never been convicted of a felony under the laws of the State of Louisiana or any other state or country; that I have never had any license to sell or deal in alcoholic beverages revoked by any state or the United States within five (5) years prior to the date of this application. I further understand that any misstatement or concealment of the facts of the above application shall be grounds for revocation of the permit to be issued herein.

Applicant Signature

Sworn to and subscribed before me, this 11th day of January, 2023

Notary Public





Sales and Use Tax Department

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

Calcasieu Parish School Board

BUILDING FOUNDATIONS FOR THE FUTURE

www.calcasieusalestax.org

(337) 217-4280 Fax (337) 217-4281

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: 00058919

Federal Employer Identification Number: 92-1190060

LA Department of Revenue & Taxation No:

Taxpayer Name: GST INVESTMENTS LLC

Trade Name (if different): GATOR BAR

Location Address: 822 N BEGLIS PKWY
SULPHUR, LA 70663

Mailing Address: 1130 BROAD ST
LAKE CHARLES, LA 70601

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

<u>Donna Ingram</u>	//	Clerk	//	12/9/2022
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



LOUISIANA
DEPARTMENT of REVENUE

Post Office Box 4969
Baton Rouge, LA 70821-4969

GST INVESTMENTS LLC
GATOR BAR
822 N BEGLIS PKWY
SULPHUR LA 70663-1502

Date of Notice: 07/31/2023
Letter ID: L1149424016
Account ID: 2620380-001-400
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: 07/31/2023

Department of Revenue Account Number: 2620380-001

Federal Identification Number: 921190060

State ATC Permit Number: N/A

Local Sales Tax Agency Account Number:

Local ABC Permit Number:

Location Address of Applicant: 822 N BEGLIS PKWY
SULPHUR LA 70663-1502

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 31, 2023

Date

Local

Signature

Title

Date

Anna Manuel

From: Caitlen Johnson
Sent: Tuesday, August 1, 2023 7:29 AM
To: Anna Manuel
Subject: RE: background check for Gurmesh Thind

This individual is clear with Sulphur Police ONLY.

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: Tuesday, August 1, 2023 7:25 AM
To: Caitlen Johnson <cjohnson@sulphur.org>
Cc: Anna Manuel <amanuel@sulphur.org>
Subject: background check for Gurmesh Thind

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 GRANTING A VARIANCE TO REGINA PRIMEAUX, 417 VIRGINIA STREET, TO ALLOW FOR A 14X64 2005 MOBILE HOME TO BE GREATER THAN 10 YEARS OF AGE.

WHEREAS, in accordance with Chapter 14, Section 5(a)(1)(a) of the Code of Ordinances, a variance may be considered by City Council for mobile/manufactured homes that are greater than 10 years of age.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a variance to Regina Primeaux, 417 Virginia Street, to allow for a 14x64 2005 mobile home to be greater than 10 years of age for the following described property:

LOT 7 BLK 13 DOIRON SUB NWNE 34.9.10

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

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

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

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

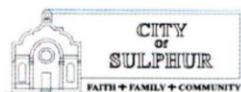
BE IT FURTHER RESOLVED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a variance to Regina Primeaux, 417 Virginia Street, to allow for a 14x64 2005 mobile home to be greater than 10 years of age.

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



CITY OF SULPHUR

APPLICATION FOR

DEVELOPMENT APPROVAL - VARIANCE

Date Received

7/31/23

\$50.00 Fee (Non-Refundable)

pd.

(Exact cash or check only)

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

Print Name Regina Primeaux

Date 07-31-2023

PROPERTY OWNER INFORMATION

Name of Property Owner Regina Primeaux

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

Mailing Address: 615 ETON ST. City: Sulphur State: LA Email: _____

Physical Address: 615 ETON ST. City: Sulphur State: LA

Phone Number (H) 337.309.6862 (W) _____ (C) _____

PROPERTY INFORMATION

Location Address: 417 Virginia

Present Zoned Classification: Mixed Residential

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

Lot 7 BIK 13 Doiron Sub 34.9.10 NWNE

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

YES

NO

YOU, OR A REPRESENTATIVE, MUST ATTEND THE SCHEDULED MEETING

INITIAL RP

VARIANCE REQUEST INFORMATION

Purpose of Variance Request: To move a 2005 mobile home from 202 Lonnie Smith Road to 417 Virginia. Mobile home is 14x64

How did you find out you needed a variance? Inspector

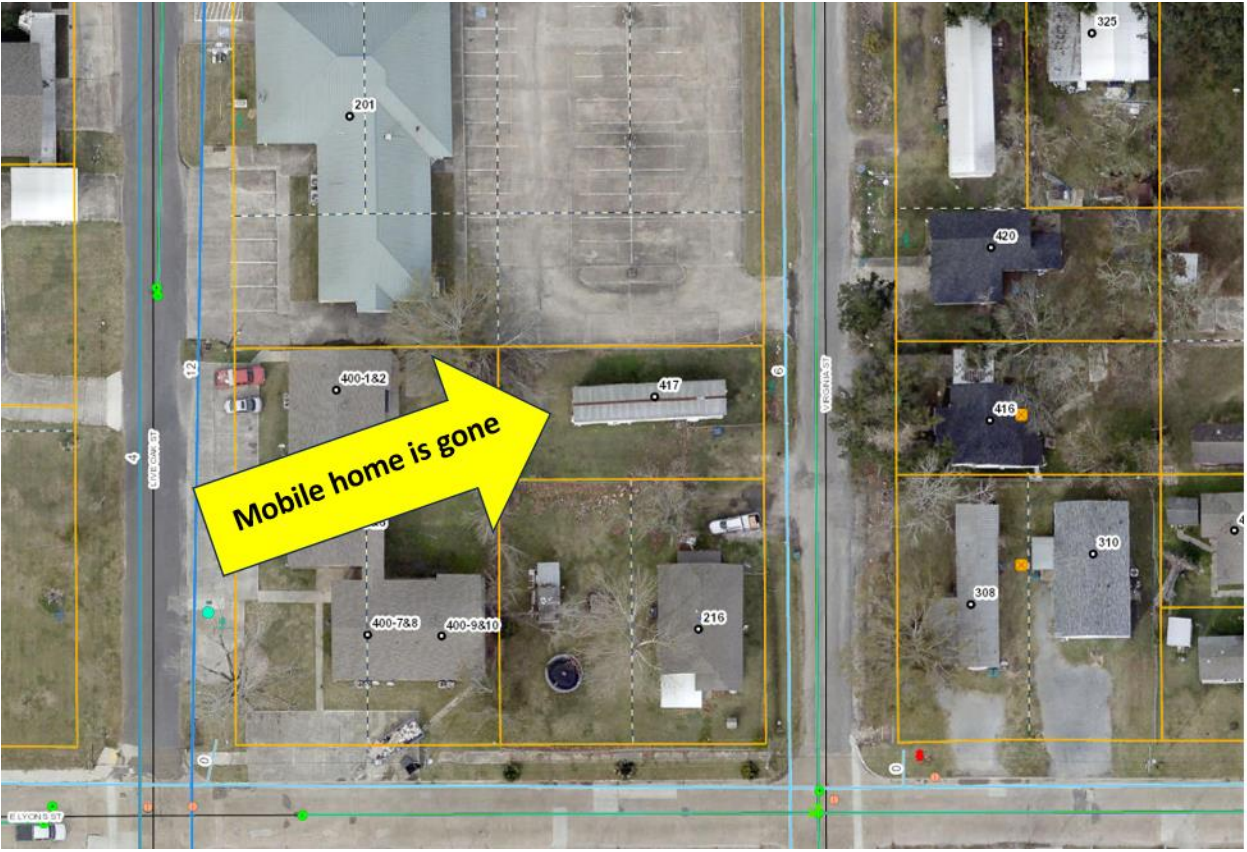
I do hereby understand that no petition for a change in the classification of property shall be filed unless such petition is duly signed and acknowledged by the owners of authorized agents of not less than fifty (50) percent of the area of land for which a change of classification is requested; provided 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 sign(s) placed on my property after the hearing.

Applicant Signature: Regina Primeaux Date: 07-31-2023

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















AS EVIDENCED BY THIS LABEL NO. GE01433739

THE MANUFACTURER CERTIFIES TO THE BEST OF THE
MANUFACTURER'S KNOWLEDGE AND BELIEF THAT THIS
MANUFACTURED HOME HAS BEEN INSPECTED IN ACCORD-
ANCE WITH THE REQUIREMENTS OF THE DEPARTMENT OF
HOUSING AND URBAN DEVELOPMENT AND IS CONSTRUCTED
IN CONFORMANCE WITH THE FEDERAL MANUFACTURED
HOME CONSTRUCTION AND SAFETY STANDARDS IN EFFECT
ON THE DATE OF MANUFACTURE. SEE DATA PLATE.





















RESOLUTION NO. _____, M-C SERIES

Resolution granting a variance to Ronnie Hossain, 1507 Weekly Road, to allow for a 480 sq. ft. mobile home rather than the required 600 sq. ft.

WHEREAS, in accordance with Chapter 14, Section 5 of the Code of Ordinances of the City of Sulphur, each mobile/manufactured home shall be a minimum size of six hundred (600) square feet; and

WHEREAS, applicant is requesting a variance to allow for the mobile/manufactured home to be 480 square feet rather than the required 600 square feet; and

WHEREAS, the following described property located in the City of Sulphur, State of Louisiana, is owned by Ronnie Hossain, 1507 Weekly Road, Sulphur, Louisiana 70663, to-wit:

LOT 9 OF EARL PERKINS SUB OF LOTS 67 & 68 THIRD SUB OF
SUL FARMS

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SULPHUR, LOUISIANA, IN REGULAR SESSION CONVENED THAT:

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

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

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

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

DRU ELLENDER, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk



CITY OF SULPHUR
APPLICATION FOR
DEVELOPMENT APPROVAL - VARIANCE

Date Received _____ \$50.00 Fee (Non-Refundable) pd. SB
(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 VARIANCE IS APPROVED/DISAPPROVED, APPLICANT MUST REMOVE SIGN FROM PROPERTY

Print Name _____ Date _____

PROPERTY OWNER INFORMATION

Name of Property Owner RONNIE HOSSAIN

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

Mailing Address: 1507 WEEKLY ROAD City: SULPHUR State: LA Email: ronniehossain@yahoo.com

Physical Address: 1507 WEEKLY ROAD City: SULPHUR State: LA

Phone Number (H) _____ (W) _____ (C) 337-853-3939

PROPERTY INFORMATION

Location Address: 1507 WEEKLY ROAD, SULPHUR, LA 70663

Present Zoned Classification: RESIDENTIAL

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

LOT 9 OF EARL PERKINS SUB OF LOTS 67 & 68 THIRD SUB OF SUL FARMS.

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

YES ☐

NO ☒

YOU, OR A REPRESENTATIVE, MUST ATTEND THE SCHEDULED MEETING

INITIAL RH

VARIANCE REQUEST INFORMATION

Purpose of Variance Request: 8' X 60' BACKYARD ONE BEDROOM MOBILE HOME 480 sq. ft.

Trying to get more money from Restore La. so he can finish reconstructing his home. Living in mobile home is temporary.

How did you find out you needed a variance? RED STICKER.

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 sign(s) placed on my property after the hearing.

Applicant Signature: Ronnie Hossain Date: 07/24/2023.

1. Is site located within the City Limits?

Yes

No

N/A

☒

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

☐

☒

☐

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

☐

☐

☒

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

☒

☐

☐

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

☐

☒

☐

6. Is property within a designated flood hazard area?

☐

☒

☐

Flood zone classification _____ bfe _____ ft.



Living in FEMA mobile home since Hurricane Laura

Lived in mobile home after Hurricane Rita destroyed his home in 2005. Now a storage unit





**RESTORE
LOUISIANA**
Homeowner Assistance Program

Rob Eveland
Office: 225-831-2684
Email: Rob.Eveland@restore-la.org
restore.la.gov

From: Jackie Callender
Sent: Monday, January 23, 2023 9:46:11 AM
To: Rob Eveland (RestoreLa)
Subject: FW: 1507 Weekly Road

Rob,

Please observe the 2nd page where the highlighted portion shows that he cannot have a manufactured home or mobile home placed on the property.

Thanks,



**RESTORE
LOUISIANA**

Jackie Callender Jr
Case Manager II
225-251-6899
Email: jackie.callender@restore-la.org
www.restore.la.gov

From: Ronnie Hossain <ronniehossain@yahoo.com>
Sent: Thursday, January 19, 2023 1:10 PM
To: Jackie Callender <Jackie.Callender@restore-la.org>
Subject: Fw: 1507 Weekly Road

EXTERNAL EMAIL: Please do not click on links or attachments unless you know the content is safe.

Good evening Mr. Jackie. Hope you are well. Please check attached e-mail that I received from Ms. Arlene where she highlighted with asterisk on restrictions on mobile homes.

Thank you and have wonderful day.

Ronnie
Restore ID: 200408

— Forwarded Message —

From: Arlene Blanchard <ablanchard@sulphur.org>
To: ronniehossain@yahoo.com <ronniehossain@yahoo.com>
Sent: Thursday, January 19, 2023 at 10:19:25 AM CST
Subject: FW: 1507 Weekly Road

From: Arlene Blanchard
Sent: Wednesday, January 18, 2023 1:30 PM
To: ronniehossain@yahoo.com
Subject: 1507 Weekly Road

Please see attached.

Arlene Blanchard

Restore LA - Account #: 200408

From: Jackie Callender (jackie.callender@restore-la.org)

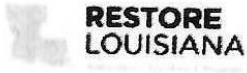
To: ronniehossain@yahoo.com

Date: Wednesday, February 1, 2023 at 12:05 PM CST

Good afternoon Mr Hossain,

I have spoken with my supervisor who advised I need to obtain your contractor's license, blueprints for the home, and all associated construction costs. Please provide as soon as possible so that I can forward to my supervisor.

Thank you,



Jackie Callender Jr

Case Manager II
225-251-6899

Email: jackie.callender@restore-la.org

www.restore.la.gov

FW: 1507 Weekly Road

From: Jackie Callender (jackie.callender@restore-la.org)

To: ronniehossain@yahoo.com

Date: Wednesday, February 1, 2023 at 12:19 PM CST

I am forwarding this e-mail to you from my supervisor. This is a screenshot of the policy stating it must be a newly constructed stick-built home. When I explained to him that you do not have a contractor and that you are looking for assistance with the completion of the existing stick-built structure on your property, he sent this policy for me to send to you.

Thank you,



Jackie Callender Jr
Case Manager II
225-251-6899
Email: jackie.callender@restore-la.org
www.restore.la.gov

From: Rob Eveland (RestoreLa) <Rob.Eveland@restore-la.org>

Sent: Wednesday, February 1, 2023 11:44 AM

To: Jackie Callender <Jackie.Callender@restore-la.org>

Subject: Re: 1507 Weekly Road

Jackie,

Per policy, it states a new stick-built single-family home. It is clipped below.

D) MHU TO STICK-BUILT REPLACEMENT

If an applicant chooses to replace his/her damaged MHU with a new stick- built single-family home on the same site as his/her damaged manufactured home or on new land outside of a Special Flood Hazard Area (SFHA), the maximum Program allowance will be determined by the classification of the original damaged MHU. A damaged singlewide MHU will yield a maximum Program allowance of \$85,000.00. A damaged doublewide MHU will yield a maximum Program allowance of \$120,000.00. The maximum Program allowance will be reduced by any duplication of benefit. An applicant's actual award will be adjusted to the lesser of the actual cost of the replacement stick-built single-family structure in lieu of an MHU or the applicant's eligible award, less any duplication of benefit. The applicant must provide proof of construction cost for the new construction stick-built home prior to closing.

Does Mr. Hossain have a signed contract with a licensed contractor? We have nothing to quantify the work he is wanting to do as well to see if we can even try to help. See the last line of the policy. The applicant must provide proof of construction cost for the **new construction stick-built home** prior to closing.

Please

Thank you for your help.

Regards,

Ronnie H.

On Tuesday, February 14, 2023 at 12:02:30 PM CST, Jackie Callender <jackie.callender@restore-la.org> wrote:

Good morning Mr. Hossain,

We go based on what FEMA has told us the money was for. According to FEMA you received \$19,583.86 for Hurricane Laura and \$1,369.26 for Hurricane Delta and these figures are based off of the amount awarded for the structure. If you do not agree with this, you will have to provide a document from FEMA specifically stating that amount was not awarded for the structure. As far as estimates, the program will not accept this as estimates, you will have to get an official estimate from the contractors in question, as well as, invoices and proof of payment for any services performed already. My supervisor cannot get upper management to consider what you are trying to do unless we have official documents. Also, remember, the project has to be paid for prior to the program awarding funds to reimburse you.

Thank you,



Jackie Callender Jr

Case Manager II

225-251-6899

Email: jackie.callender@restore-la.org

www.restore-la.org

www.restore-la.gov

From: Ronnie Hossain <ronniehossain@yahoo.com>

Sent: Monday, February 13, 2023 11:41 PM

To: Jackie Callender <Jackie.Callender@restore-la.org>

Subject: Ref: Restore ID: 200408

EXTERNAL EMAIL: Please do not click on links or attachments unless you know the content is safe.

Mr. Jackie,

Good morning. It was a pleasure speaking with you two weeks ago regarding my case. Restore LA deducted all the amount that I received from FEMA without taking into considerations of things that was given to me for personal loses and reimbursements. FEMA's whole amount given was not for home repairs only.

Following is the list with amount given to me for personal loses and reimbursements for hotel stay that should not be deducted.

1. Misc. Item (Home Furnishings) - 628.99
2. Rental assistance (Hotel stay) -1326.00
3. Personal Properties (Clothes) - 439.72

RE: Restore ID: 200408

From: Jackie Callender (jackie.callender@restore-la.org)

To: ronniehossain@yahoo.com

Date: Tuesday, February 14, 2023 at 04:02 PM CST

FEMA's money is a benefit, there is no way of getting around it. Those funds were specifically given to you for the home. We can use money spent on repairs to reduce your duplication of benefits (DOB) and if the invoices/receipts and proof of payment equal to the total of your DOB, then we can completely offset your DOB, which would allow you to use the entire grant award. Tools and supplies do not count as an eligible offset of the DOB. Unless FEMA provided a document stating the \$19,583.86 from Laura and \$1,369.26 from Delta was not all given to you for the structure, your DOB will remain the same. These are figures that FEMA provided to the program in regards to the structure of the home. As far as your invoices/receipts, I see you did provide copies of cancelled checks, however, we still need proof of payment for the invoices/receipts that were paid with a debit card or credit card. You will have to provide the bank statement or credit card statement showing those transactions.

Thank you,



Jackie Callender Jr

Case Manager II

225-251-6899

Email: jackie.callender@restore-la.org

la.org

www.restore.la.gov

From: Ronnie Hossain <ronniehossain@yahoo.com>

Sent: Tuesday, February 14, 2023 1:22 PM

To: Jackie Callender <Jackie.Callender@restore-la.org>

Subject: Re: Restore ID: 200408

EXTERNAL EMAIL: Please do not click on links or attachments unless you know the content is safe.

Mr. Jackie,

Thank you for the quick response. I will send you estimates as soon as possible. In the meantime, I requested FEMA to send me hard copies of grant letters so I can scan them and forwards them to you. I already submitted and uploaded invoices and bills that I used for roof repair and mobile home repair works where I used FEMA money and also used some borrowed money. The money I spent on mobile home by the direction of FEMA agents should not be deducted because we didn't get any benefits out of it. That is solely FEMA's fault. Also, I think Restore policies let you have the funding provided you spend them for repairs only as long contractors and prices are approved. Best way should be Restore pays the contractor directly where I will not have any hands on the grants.

RESOLUTION NO. _____ M-C SERIES

Resolution authorizing the advertisement of bids for the annual supply of pipe and fittings, limestone and asphalt mix and chemical supplies 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 authorize advertisement for bids for the annual supply of pipe and fittings, limestone and asphalt mix and chemical supplies for the City, said bid to be in accordance with the quantities and specifications on file with the City of Sulphur Finance Department.

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

NOTICE TO BIDDERS

Separate and sealed bids for the advertisement of bids for the annual supply of pipe and fittings, limestone and asphalt mix and chemical supplies for the City will be received by the Clerk of the Council until 10:00 a.m. on the 3rd day of November, 2023, 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 City Hall, and the City Council shall at a regular meeting on the 13th day of November, 2023, 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.centralbidding.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 Finance Department located at 101 North Huntington Street, Sulphur, Louisiana

CITY OF SULPHUR, LOUISIANA

BY _____
DRU ELLENDER, Chairman

BE IT FURTHER RESOLVED that the City Council of the City of Sulphur, Louisiana will meet in open and public session at their temporary location, 1551 East Napoleon Street, in the Council Chambers on the 13th day of November, 2023, at 5:30 p.m. and shall then and there proceed to award the bids to the lowest bidder or to reject any and all bids, otherwise proceed thereto as provided by law.

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

DRU ELLENDER, Chairman

RESOLUTION NO. _____, M-C SERIES

Resolution re-appointing John Hardy, Jr. to the Sulphur Industrial Development Board.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby re-appoint John Hardy, Jr. to the Sulphur Industrial Development Board which term will expire October 2028.

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