

Notice Posted: June 4, 2019 at 4:00 p.m.

NOTICE OF PUBLIC MEETING

A public meeting will be held as follows:

DATE: June 10, 2019

TIME: 5:30 p.m.

PLACE OF MEETING: Sulphur City Council Chambers
500 North Huntington Street
Sulphur, LA 70663

AGENDA:

SULPHUR CITY COUNCIL MEETING MONDAY, JUNE 10, 2019 AT 5:30 P.M.

THERE WILL BE A REGULAR MEETING OF THE SULPHUR CITY COUNCIL
MONDAY, JUNE 10, 2019 AT 5:30 P.M., IN THE COUNCIL CHAMBERS LOCATED
AT 500 NORTH HUNTINGTON STREET, SULPHUR, LOUISIANA, TO DISCUSS
AND ADOPT THE FOLLOWING:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF MINUTES OF PREVIOUS MEETING: MAY 13, 2019

APPROVAL OF AGENDA

1. PRESENTATION by Armed Forces Committee. I07-19 (Dru Ellender)
2. PROCLAMATION presented to David Spicer, Regional and State Finalist for Student of the Year for Sulphur High School. I08-19 (Melinda Hardy)
3. ADOPT the millage rates for tax year 2019. ORD55-19 (Mayor Danahay)
4. PUBLIC HEARING on ordinance accepting Final Plat from Palvest, Inc. for Park Place Subdivision Phase II, property located at the end of Cassy Drive.
ORD56-19 (Mandy Thomas)

5. INTRODUCTION OF ORDINANCE accepting streets and infrastructure in Park Place Subdivision Phase II into city's maintenance system. ORD57-19 (Mandy Thomas)
6. PUBLIC HEARING on ordinance granting a rezone to Polar Refrigeration & Sheet Metal, Inc., 320 Lewis Street and 1201/1205 Sherwood Street from Residential to Commercial. ORD58-19 (Dru Ellender)
7. PUBLIC HEARING on ordinance granting an Exception to John and Stacy Perry-Jowitt, LLC, 4004 Maplewood Drive, to allow for 6 apartments in a Business District. ORD59-19 (Mandy Thomas)
8. RULE TO SHOW CAUSE for the condition of the following addresses:
 - a. To condemn building or structure located at 124 Jacqueline Street, in accordance with Article IX, Section 5-286 through 5-296. (Dru Ellender)
 - b. To condemn building or structure located at 505 West Verdine Street, in accordance with Article IX, Section 5-286 through 5-296. (Dru Ellender)
9. PUBLIC HEARING on ordinance authorizing Mayor Danahay to sign the LA DOTD Maintenance Agreement for Mowing and Litter Pickup for FY year ending June 30, 2020. ORD60-19 (Mayor Danahay)
10. PUBLIC HEARING on ordinance granting a variance to Tracy Mele, 803 East Carlton, to allow for the enclosure for a pet pig to be located closer than 50' from residential property line. ORD61-19 (Dru Ellender)
11. PUBLIC HEARING on ordinance amending Ordinance No. 882, M-C Series which authorized a lease agreement between the City of Sulphur and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless (Benoit Lane). ORD62-19 (Mayor Danahay)
12. PUBLIC HEARING on ordinance authorizing Mayor Danahay to enter into a Cooperative Endeavor Agreement with the West Calcasieu Chamber of Commerce for sponsorship of HIGHER EDUCATION COLLEGE PREPARATION CONFERENCE (City's share \$2,500.00). ORD63-19 (Mayor Danahay)
13. RESOLUTION ratifying purchase agreement with Gathering People (aka and formerly Life Church Sulphur) located at 1551 Napoleon Street. RES34-19 (Mayor Danahay)
14. INTRODUCTION OF ORDINANCE authorizing purchase of property from Gathering People (aka and formerly Life Church Sulphur), appropriating funds for the purchase, and setting a public hearing on the ordinance for July 8, 2019, for property located at 1551 Napoleon Street. ORD64-19 (Mayor Danahay).
15. INTRODUCTION OF ORDINANCE accepting Evangeline Street and infrastructure into city's maintenance system. ORD65-19 (Joy Abshire)

16. RESOLUTION authorizing the advertisement of bids for 2018 Street Rehabilitation.
RES35-19 (Mayor Danahay)

17. RESOLUTION appointing the Official Journal for the City of Sulphur.
RES36-19 (Melinda Hardy)

18. RESOLUTION authorizing Mayor Danahay to enter into a contract with Julian
Quebedeaux, for the videoing of Sulphur City Council meetings.
RES37-19 (Melinda Hardy)

19. Public Comment. **3 MINUTES PER SPEAKER - ONLY SPEAK 1 TIME PER ITEM**

ADJOURNMENT

The next regular City Council meeting will be held on Monday, July 8, 2019 at 5:30 p.m. in the Council Chambers located at 500 North Huntington 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 527-4571, describing the assistance that is necessary.

Arlene Blanchard, Council Clerk
City of Sulphur
101 North Huntington Street
Sulphur, LA 70663
(337) 527-4571

ORDINANCE NO, M-C SERIES

ORDINANCE WHICH SETS FORTH THE GENERAL ALIMONY, STREET
MAINTENANCE, AND FIRE MAINTENANCE AUTHORIZED MILLAGE RATES
IN THE CITY OF SULPHUR FOR THE 2019 TAX YEAR.

BE IT ORDAINED, that the following millages are hereby levied on the 2019 tax roll on all property subject to taxation by City of Sulphur:

MILLAGE

General Alimony (5096 001):	5.520 mills
Street Maintenance (5096 002):	5.000 mills
Fire Maintenance (5096 003):	5.000 mills

BE IT FURTHER ORDAINED that the proper administrative officials of the Parish of Calcasieu, State of Louisiana, be and they are hereby empowered, authorized, and directed to spread said taxes, as hereinabove set forth, upon the assessment roll of said Parish for the year 2019, and to make the collection of the taxes imposed for and on behalf of the taxing authority, according to law, and that the taxes herein levied shall become a permanent lien and privilege on all property subject to taxation as herein set forth, and collection thereof shall be enforceable in the manner provided by law.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this 10th
day of June, 2019.

MELINDA HARDY, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2019, at _____ o'clock _____.m.

I HEREBY CERTIFY that I have received
from the Mayor at _____ o'clock _____.m.
on this _____ day of _____,
2019, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ARLENE BLANCHARD, Clerk

The foregoing ordinance was read in full, the roll was called on the adoption thereof, and the ordinance was adopted by the following votes:

YEAS:
NAYS:
ABSTAINED:
ABSENT:

CERTIFICATE

I hereby certify that the foregoing is a true and exact copy of the ordinance adopted at the board meeting held on June 10, 2019, at which meeting a quorum was present and voting.

Sulphur, Louisiana, this 10th day of June 2019.

Mike Danahay, Mayor
City of Sulphur

ORDINANCE NO. M-C SERIES

ORDINANCE ACCEPTING FINAL PLAT FROM PALVEST, INC.
FOR PARK PLACE SUBDIVISION PHASE II.

WHEREAS, Palvest, Inc. has submitted a final plat for Park Place Subdivision Phase II; and

WHEREAS, said examination reflects that the final plat submitted by Palvest, Inc. complies with Chapter 18 of the Code of Ordinances and Article III, Part 1, Section 1, (6) (c) and (e) of the Land Use Ordinance for the City of Sulphur.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby accept final plat from Palvest, Inc., for Park Place Subdivision, Phase II for the following described property:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 10 SOUTH, RANGE 9 WEST, CALCASIEU PARISH, LOUISIANA; THENCE SOUTH 89°24'25" EAST, A DISTANCE OF 76.54 FEET, MORE OR LESS TO A POINT OF THE WEST HIGH BANK OF A DRAINAGE DITCH, ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 89°24'25" EAST, A DISTANCE OF 373.17 FEET, MORE OR LESS; THENCE SOUTH 00°35'16" WEST, A DISTANCE OF 190.06 FEET; THENCE SOUTH 89°24'25" EAST, A DISTANCE OF 147.15 FEET, THENCE NORTH 80°14'46" EAST, A DISTANCE OF 11.05 FEET; THENCE SOUTH 90°45'14" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 80°14'46" WEST, A DISTANCE OF 15.58 FEET; THENCE NORTH 89°24'25" WEST, A DISTANCE OF 59.26 FEET; THENCE SOUTH 01°22'13" EAST, A DISTANCE OF 292.01 FEET; THENCE SOUTH 64°26'07" WEST, A DISTANCE OF 64.49 FEET, MORE OR LESS; THENCE MEANDERING NORTHWESTERLY ALONG THE WEST HIGH BANK OF A DRAINAGE DITCH, A DISTANCE OF 700.51 FEET, MORE OR LESS, BACK TO THE POINT OF BEGINNING.
CONTAINING 126,496.77 SQ. FT. OR 2.90 ACRES, MORE OR LESS.

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

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

WHEREAS, if City Council does hereby accept this final plat and the owner of such shall be responsible for the recordation thereof, with the Clerk of Court, Calcasieu Parish, Louisiana, and shall provide the City of Sulphur a receipt evidencing recordation within 10 days of the effective date of this subdivision; and

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

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby accept the final plat from Palvest, Inc. for Park Place Subdivision Phase II. and revise the Land Use Map for property located on the west end of Cassy Drive.

APPROVED AND ADOPTED by
City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2019.

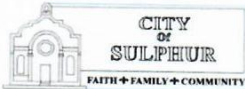
MELINDA HARDY, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2019, 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 _____,
2019, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk



CITY OF SULPHUR
APPLICATION FOR
DEVELOPMENT APPROVAL

Date Received 2/6/19 \$50.00 Fee (Non-Refundable) pd.

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

PRINT NAME _____ DATE _____

PROPERTY OWNER INFORMATION

Name of Property Owner Palvest Inc
(Owner must provide proof of ownership such as property tax record or recorded deed)
Mailing Address: 2701 Maplewood Dr. Email: tpal hunter@aol.com
Phone Number (H) _____ (W) 337.625.3331 (C) _____

PROPERTY INFORMATION

Location Address: Cassy Drive
Present Zoned Classification: City

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 _____

REQUEST INFORMATION

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

Zoning Change: From _____ To _____
Purpose of Request: Final Plat for Park Place Phase II

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: _____

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



Memo

To: Land Use Board

From: Stacy Dowden
Director of Public Works 

cc: Arlene Blanchard, Mayor Mike Danahay

Date: May 14, 2019

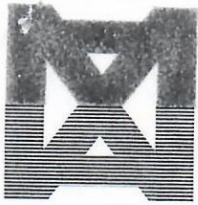
Re: Item 2: Resolution accepting Final Plat from Palvest, Inc. for Park Place Subdivision Phase II, property located at the end of Cassy Drive.

Recommendation:

Acceptance of Final Plat

Application:

The final plat for Park Place Phase II has been reviewed both internally and by a external engineering consultant. The developer has provided all items required by the City found in Chapter 18 including written certification from the professional of record, testing, and as-builts.



Meyer & Associates, Inc. Consulting Engineers

Vernon F. Meyer, P.E.
President

Richard T. Meyer, P.E.
Vice President

February 4, 2019

Ms. Stacy Dowden
Director of Public Works
City of Sulphur
P.O. Box 1309
Sulphur, LA 70664-1309

Re: Park Place Estate Phase II
Subdivision Review
MAI No. B1-16031-E35

Dear Mr. Daigle:

Per the city of Sulphur's request, Meyer & Associates, Inc. has conducted a brief review of the attached documentation for Park Place Subdivision Phase II. The following documents were provided to our office by the City for use in review:

1. As-Built Plans for Park Place Estate Phase II (Dated December 14, 2018)
2. Acculine Letter of Transmittal (Dated January 30, 2018)
3. R. Morehead Sanitary Sewer Testing Memorandum (Dated August 6, 2018)
4. Terracon Testing Results (*Incorrectly Provided*)

Based on Meyer's review of the plans, the following items are recommended for further review, discussion and/or revision:

1. As-Built Plans:
 - a. Sheet 5
 - i. On January 3, 2018, Meyer received a copy of Change Order No. 1 revising the base course to a 6" stone base course with geotextile fabric. The plans provided due not illustrate such revision.
 - b. Sheet 15
 - i. Meyer previously was made aware of a drainage issue developing on the north side of the roadway in line with the Stuart Moss lot where there is currently no catch basin indicated. It is recommended that prior to acceptance this issue be reviewed and addressed as necessary.



Ms. Stacy Dowden
February 4, 2019
Page 2

2. Sanitary Sewer Testing:
 - a. While all parties attesting to the testing results are reputable parties a breakdown of testing data (locations, times, pressures, etc.) is typically provided.
3. Terracon Testing
 - a. The testing results provided are representative of Fuchsia Street and not Cassey Lane. The appropriate records for Cassey shall be provided.

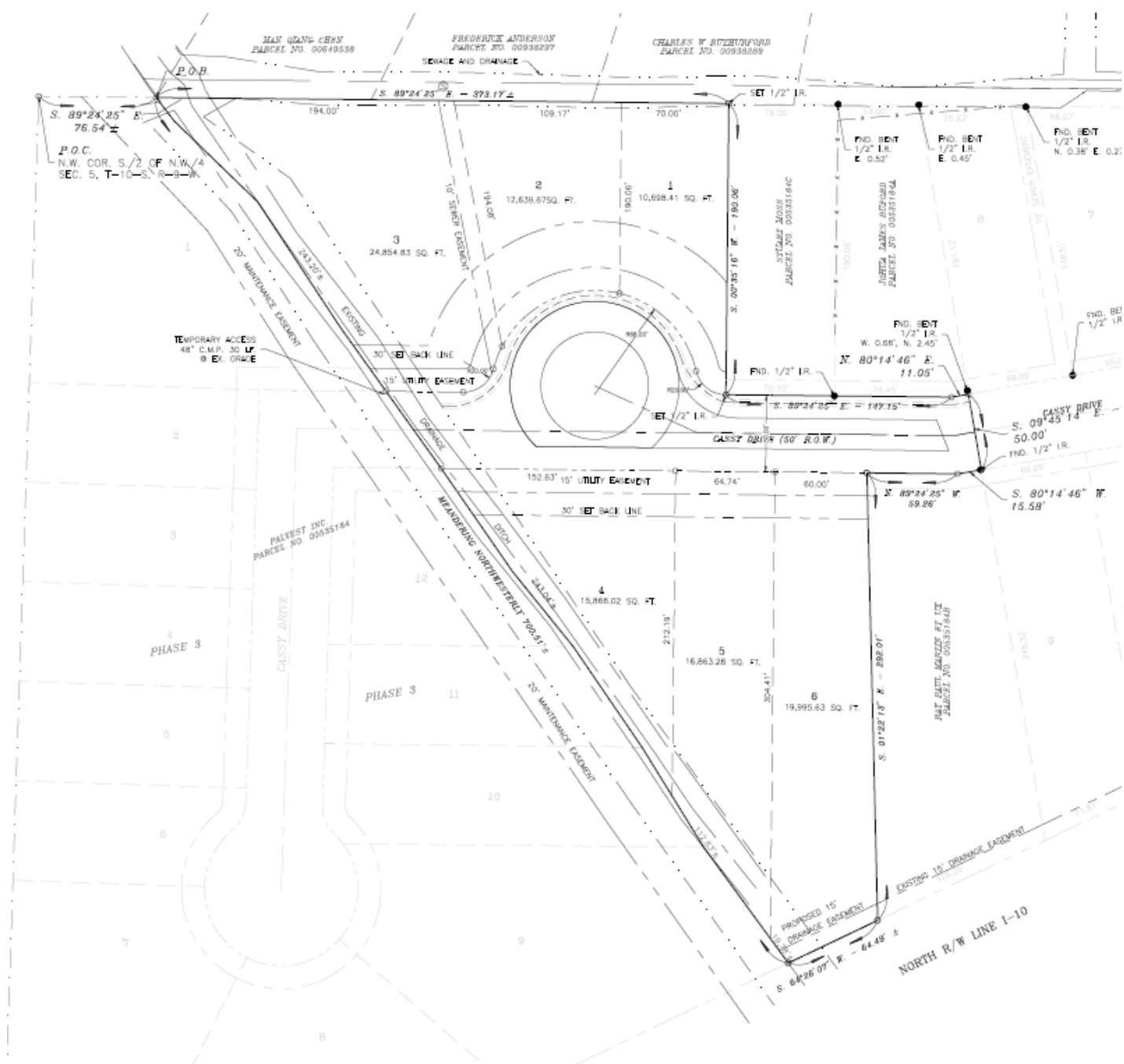
Meyer offers these comments to the City Administration for their consideration in review of the proposed development for subdivision approval. Please review and let me know of any questions or comments. Thanks.

Sincerely,

Byron Racca, P.E.
General Manager

Attachments

cc: Mrs. Gina Quibodeaux, City of Sulphur
✓ Mrs. Arlene Blanchard, City of Sulphur



Arlene Blanchard

From: Stacy Dowden
Sent: Friday, May 17, 2019 1:53 PM
To: Mandy Thomas
Cc: Arlene Blanchard
Subject: RE: Cassy St
Attachments: Cassy Drive Extension - Site Visit 2019-04-25.pdf; 15-291 REV 3 PARK PLACE PHASE II AS BUILTS PLANS 20190226-15 POST DRAINAGE.pdf

The most recent information was not sent. I apologize.

The developer added additional catch basins at my and Byron's request. Please see attached both the most recent inspection and the as-builts.

Gravity Drainage reviewed and submitted a no objection letter to the city. A drainage study was reviewed and approved by Meyer.

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

From: Mandy Thomas <mthomas@sulphur.org>
Sent: Wednesday, May 15, 2019 9:10 PM
To: Stacy Dowden <sdowden@sulphur.org>
Subject: Cassy St

I just wanted to check and see if all the items listed on Meyers & Assoc. review have been completed?
What kind of drainage study has been done on this area?
Did anyone happen to go out there and see how the drainage was when we got all that rain the other day?
Has gravity drainage looked at this one?

The area that I'm really worried about is the area that runs along Beauregard. The residents there have already complained about Stuart's old house. They felt that he built his house so high up it caused more water to drain into their yards. Now we have several more homes going up that I'm assuming will be built up to the same height.
Thanks!

Cassy Drive Extension

Cassy Drive Sulphur, Louisiana 70663



Date Thu 04/25/2019








Job #

Prepared By Michael Williams

Weather

12:00 AM 74° Overcast Wind: 12 MPH Precipitation: .0" Humidity: 87%	7:00 AM 69° Rain Wind: 8 MPH Precipitation: .15" Humidity: 91%	11:00 PM 69° Clear Wind: 6 MPH Precipitation: .39" Humidity: 76%
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Work Logs

Name	Description	Quantity
 CB-01 cut pipe flush with box		0
 Establish grading, sod around the drain, raise drain		0
 Establish positive drainage		0
 Existing conditions		0
 Grading and seeding		0
 Install grout ring around manhole lid and close lid		0
 Install silt fencing around catch basins		0
Total		0

Work Log Photos

CB-01 cut pipe flush with box: 



Establish grading, sod around the drain, raise drain: 



Establish positive drainage:



Existing conditions:



Grading and seeding:



Install grout ring around manhole lid and close lid:



Install silt fencing around catch basins:



Notes, Issues, Concerns

1. As requested by the contractor, Meyer representatives performed a preliminary punch list for the Cassy Drive Extension project. The contractor needs to perform or correct the above referenced items.

Site Safety Observations

No entry

Quality Control Observations

No entry

Survey

Questions	N/A	No	Yes	Description
1. Materials or Equipment Delivered	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Non-Conforming Materials or Work	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Field Problems Resulting in Delay or Claim	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. Did Weather Cause Any Delays?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5. Any Visitors on Site?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6. Required Action by Engineer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7. Follow Up Inspections of Previously Reported Deficiencies	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

5° QUADRANT

ANTHELMINTICS

- 120.0' - 6" SDR 26 PIPE (O.A.E.)
1 - 6" SDR 26 45 DEGREE CONNECTION (O.A.E.)
3 - 6" x 8" x 6" SDR 26 TEE (O.A.E.)
3 - 6" DROP INLET COVERS (O.A.E.)
3 - 1.5' x 1.5' x 4" CONCRETE PADS (O.A.E.)

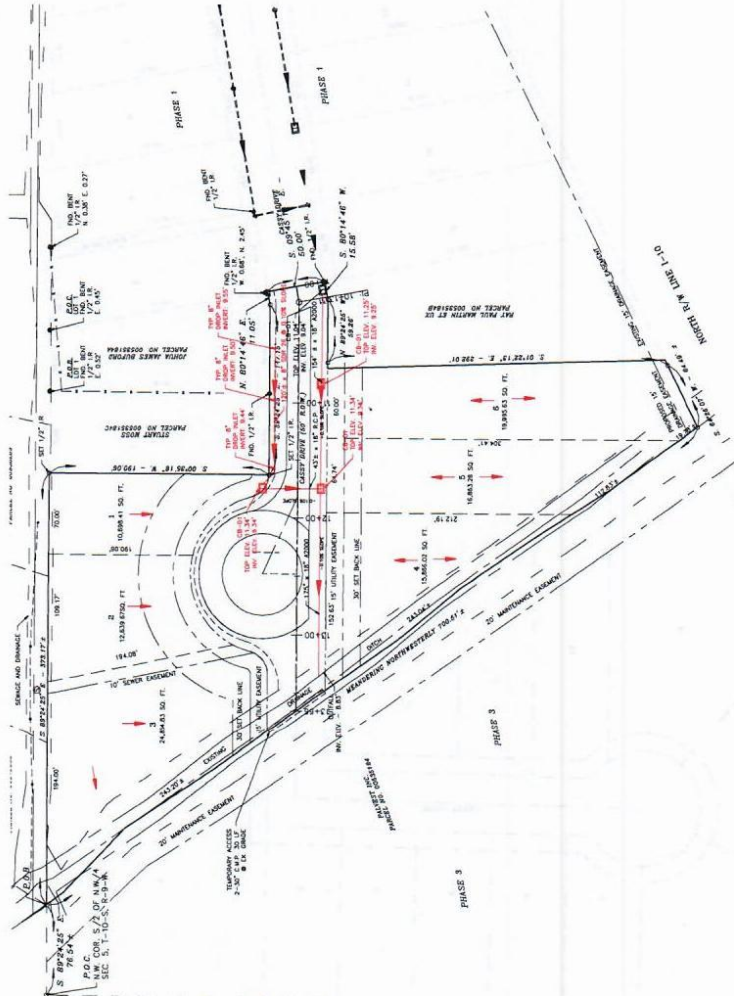
GENERAL MOTORS

- [illegible]



LEGEND

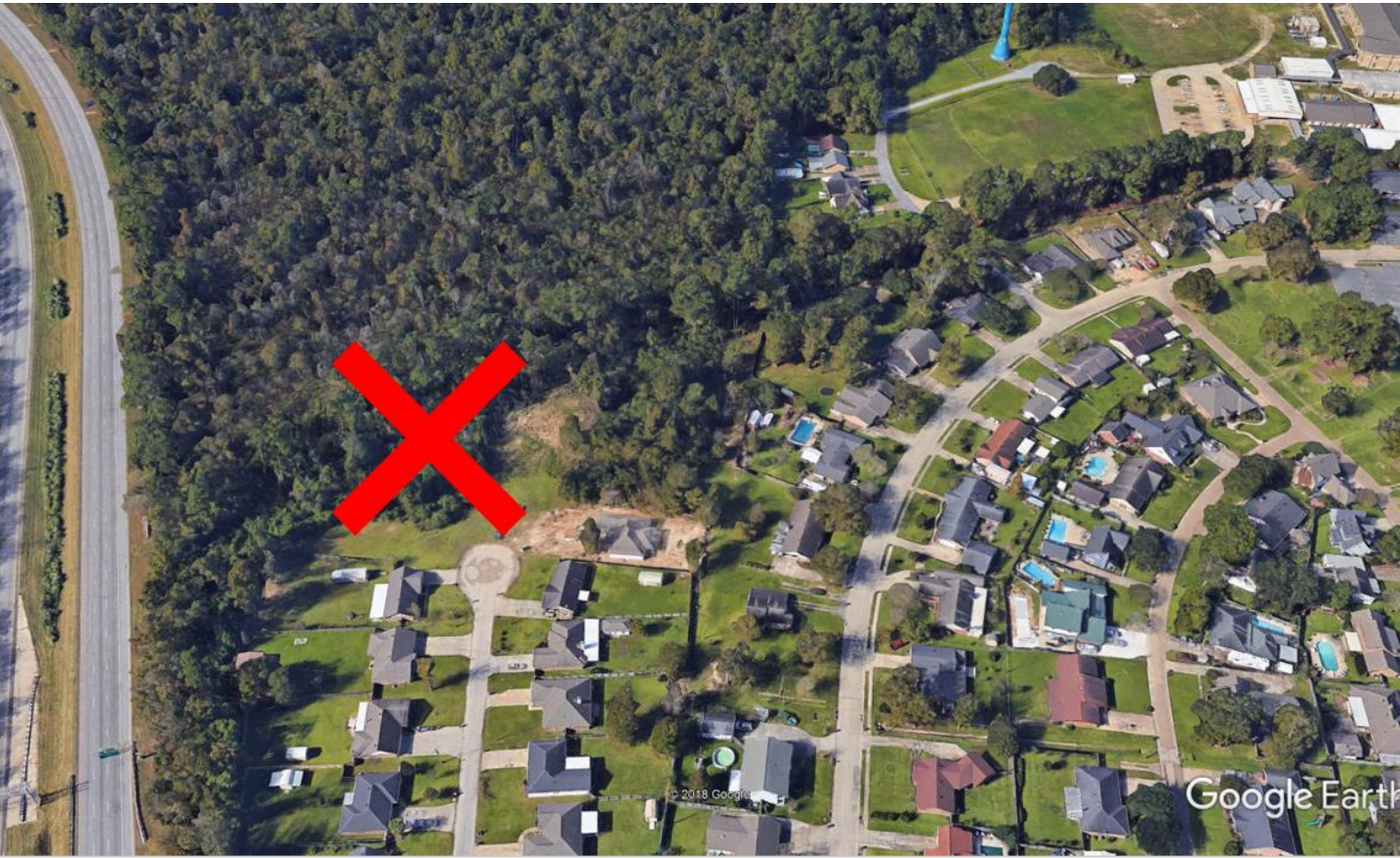
- IRONS FOUND IN PLACE
○ CALLED DEED CORNER
--- EASEMENT OR RIGHT OF WAY LINES
--- DEED OR RECORD LINES
--- INTERIOR AND ADJACENT LOT LINES
x FENCES
--- CENTERLINE











ORDINANCE NO. _____, M-C SERIES

**ORDINANCE ACCEPTING STREETS AND INFRASTRUCTURE IN PARK
PLACE SUBDIVISION PHASE II INTO CITY'S MAINTENANCE SYSTEM.**

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby accept streets and infrastructure in Park Place Subdivision Phase II into city's maintenance system.

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

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this 8th
day of _____, 2019.

MELINDA HARDY, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2019, 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 _____,
2019, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ORDINANCE NO. M- SERIES

ORDINANCE GRANTING A REZONE TO POLAR REFRIGERATION &
SHEET METAL, INC., 320 LEWIS STREET AND 1201/1205 SHERWOOD
STREET FROM RESIDENTIAL TO COMMERCIAL.

WHEREAS, Polar Refrigeration & Sheet Metal, Inc. has submitted application to rezone from Residential District to Commercial District.

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

The Land Use Ordinance of the City of Sulphur is hereby amended to grant a Rezone to Polar Refrigeration & Sheet Metal, Inc., 320 Lewis Street and 1201/1205 Sherwood Street, from Residential District to Business District for the following described property to wit:

320 LEWIS STREET

COMMENCING AT THE NORTHWEST CORNER OF LOT 16 OF PINECREST SUBDIVISION, PART I, A SUBDIVISION OF THE N/2 OF THE NW/4 OF SECTION 35, TOWNSHIP 9 SOUTH, RANGE 10 WEST, AS PER PLAT RECORDED IN PLAT BOOK 8, PAGE 155 OF THE RECORDS OF CALCASIEU PARISH, LOUISIANA; THENCE WEST 40 FEET, THENCE SOUTH 119 FEET, THENCE EAST 40 FEET, THENCE NORTH 119 FEET TO THE POINT OF COMMENCEMENT, AND LOT 16 OF PINECREST SUBDIVISION, PART I, A SUBDIVISION OF THE N/2 OF THE NW/4 OF SECTION 35, TOWNSHIP 9 SOUTH, RANGE 10 WEST, AS PER PLAT RECORDED IN PLAT BOOK 8, PAGE 155 OF THE RECORDS OF CALCASIEU PARISH, LOUISIANA.

1201 SHERWOOD

LOT 16 LESS THE WEST 10' PINECREST SUBDIVISION PART I

1205 SHERWOOD

LOT SEVENTEEN (17) OF PINECREST SUBDIVISION PART I, A SUBDIVISION IN THE NORTH HALF OF THE NORTHWEST QUARTER (N/2 NW/4) OF SECTION 35, TOWNSHIP 9 SOUTH, RANGE 10 WEST, AS PER PLAT RECORDED IN PLAT BOOK 8 AT PAGE 155, RECORDS OF CALCASIEU PARISH, LOUISIANA

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.

If City Council does hereby approve 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 re-zone.

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.

NOW THEREFORE, BE IT FURTHER ORDAINED, that the City Council of the City of Sulphur, Louisiana, does hereby grant a rezone to Polar Refrigeration & Sheet Metal, Inc., 320 Lewis Street and 1201/1205 Sherwood Street from Residential to Commercial.

APPROVED AND ADOPTED by
City Council of the City of
Sulphur, Louisiana, on this ____
day of _____, 2019.

MELINDA HARDY, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2019, 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 _____,
2019, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk



Memo

To: Land Use Board

From: Stacy Dowden
Director of Public Works 

cc: Arlene Blanchard, Mayor Mike Danahay

Date: May 14, 2019

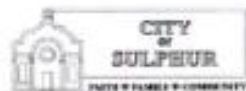
Re: Item 3: Resolution granting a rezone to Polar Refrigeration & Sheet Metal, Inc., 320 Lewis Street and 1201/1205 Sherwood Street from Residential to Commercial to allow for existing business located at 320 Lewis Street to be rezoned Commercial.

Recommendation:

Approval of rezone

Application:

The existing property at 320 Lewis Street is already an established business that fits into the permitted uses for a commercial district. The land at 1201 and 1205 Sherwood, the adjacent property, is owned by the same business.



CITY OF SULPHUR

APPLICATION FOR

DEVELOPMENT APPROVAL

Date Received

4-25-19

\$50.00 Fee (Non-Refundable)

pd.

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

PRINT NAME Polar Refrigeration & Sheet Metal, INC. DATE 4/12/19

PROPERTY OWNER INFORMATION

Name of Property Owner Polar Refrigeration & Sheet Metal, Inc.
(Owner must provide proof of ownership such as property tax record or recorded deed)
Mailing Address: 320 Lewis Street Sulphur Email: Randy @ polarref.com
Phone Number (H) 337-527-5872 (W) 337-888-0020

PROPERTY INFORMATION

Location Address: 320 Lewis, 1201 and 1205 Sherwood
Present Zoned Classification: residential

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 R.P.

REQUEST INFORMATION

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

Zoning Change: From residential To Commercial

Purpose of Request:

parking & storage

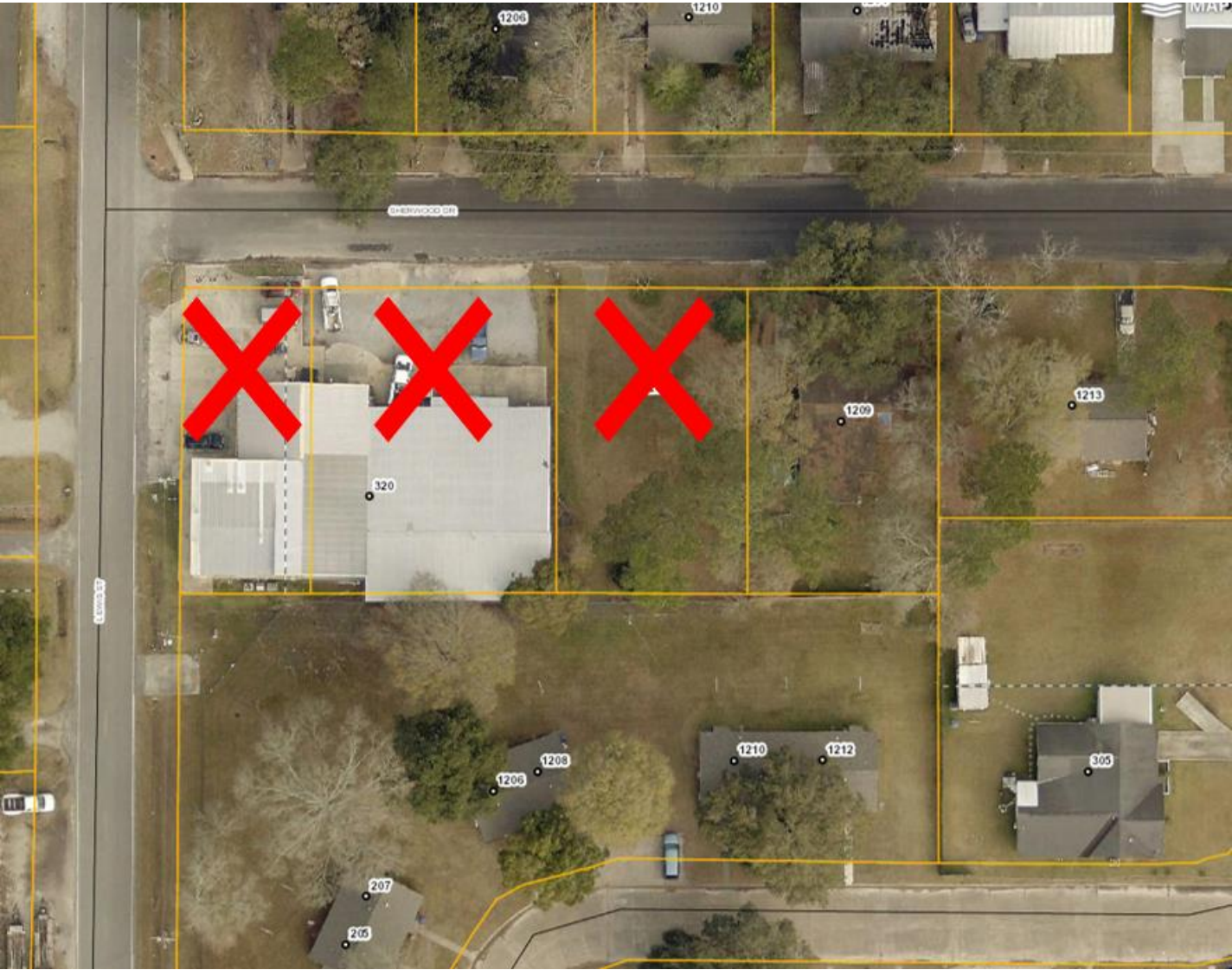
I do hereby understand that no petition for a change in the classification of property shall be filed unless such petition is duly signed and acknowledged by the owners of authorized agents of not less than fifty (50) percent of the area of land for which a change of classification is requested; provided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

Applicant Signature: Randy Lewis Date: 4/12/19

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









ORDINANCE GRANTING AN EXCEPTION TO JOWITT, LLC-JOHN & STACY PERRY, 4004 MAPLEWOOD DRIVE, TO ALLOW FOR APARTMENTS IN A BUSINESS DISTRICT.

WHEREAS, application has been received from Jowitt LLC – John and & Stacy Perry, 4004 Maplweood Drive, to allow for apartments in a Business District with the following stipulation:

- Driveway access shall be on Kingston Road

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant an Exception to Jowitt, LLC-John & Stacy Perry, 4004 Maplewood Drive, to allow for apartments in a Business District., in accordance with Article IV, Part 3, Section 4 (3) of the Land Use ordinance for the following property description:

TRACT 1: THE EAST 50 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT A POINT 30 FEET NORTH AND 1,655 FEET EAST OF THE SOUTHWEST CORNER OF SECTION THIRTY-ONE (31), TOWNSHIP NINE (9) SOUTH, RANGE NINE (9) WEST, LOUISIANA, MERIDIAN, THENCE EAST 73 FEET, THENCE NORTH 200 FEET, THENCE WEST 73 FEET, THENCE SOUTH 200 FEET, TO POINT OF COMMENCEMENT, TOGTHUR WITH ALL BUILDINGS AND IMPROVEMENTS SITUATED THEREON, BEARING A MUNICIPAL ADDRESS OF 4004 MAPLEWOOD DRIVE, SULPHUR, LA (BEING THE SAME PROPERTY INHERITED FROM RUTH NAGEL PURSUANT TO THE JUDGEMENT OF POSSESSION DATED JULY 27, 2010 IN SUIT NO. 49,809, ENTITLED SUCCESSION OF RUTH NAGEL, 14TH JUDICIAL DISTRICT COURT, PARISH OF CALCASIEU, STATE OF LOUISIANA).

TRACT 2: THE WEST 23 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT A POINT 30 FEET NORTH AND 1,655 FEET EAST OF THE SOUTHWEST CORNER OF SECTION THIRTY-ONE (31), TOWNSHIP NINE (9) SOUTH, RANGE NINE (9) WEST, LOUISIANA, MERIDIAN, THENCE EAST 73 FEET, THENCE NORTH 200 FEET, THENCE WEST 73 FEET, THENCE SOUTH 200 FEET, TO POINT OF COMMENCEMENT, TOGETHER WITH ALL BUILDINGS AND IMPROVEMENTS SITUATED THEREON, BEARING A MUNICIPAL ADDRESS OF 4004 MAPLEWOOD DRIVE, SULPHUR, LOUISIANA, (BEING THE SAME PROPERTY INHERITED FROM RUTH NAGEL PURSUANT TO THE JUDGEMENT OF POSSESSION DATED JULY 27, 2010 IN SUIT NO. 49,809, ENTITLED SUCCESSION OF RUTH NAGEL, 14TH JUDICIAL DISTRICT COURT, PARISH OF CALCASIEU, STATE OF LOUISIANA.

This Exception is granted by the City of Sulphur and may be withdrawn by the City of Sulphur should said Exception 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 Exception, 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.

If City Council does hereby approve this Exception the owner of this Exception 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 Exception.

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

BE IT FURTHER ORDAINED by the City Council of the City of Sulphur Louisiana, that they do hereby grant an Exception to Jowitt, LLC-John & Stacy Perry, 4004 Maplewood Drive, to allow for apartments in a Business District.

APPROVED AND ADOPTED by
City Council of the City of
Sulphur, Louisiana, on this ____
day of _____, 2019.

MELINDA HARDY, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2019, 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 _____,
2019, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk



Memo

To: Land Use Board

From: Stacy Dowden
Director of Public Works 

cc: Arlene Blanchard, Mayor Mike Danahay

Date: May 14, 2019

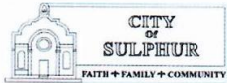
Re: Item 4: Resolution granting an exception to John and Stacey Perry-Jowitt, LLC, 4004 Maplewood Drive, to allow for 6 apartments in a Business District.

Recommendation:

If exception is granted, driveway access will need to be from Kingston Road.

Application:

Ordinance allows apartments to be in a business zone with an exception by both the land use commission and the city council. If exception is granted, all driveway access should be restricted to Kingston Road.



CITY OF SULPHUR
APPLICATION FOR
DEVELOPMENT APPROVAL

Date Received _____ \$50.00 Fee (Non-Refundable) _____

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 Stacy Perry DATE 2/28/19

PROPERTY OWNER INFORMATION

Name of Property Owner John + Stacy Perry - Jowitt LLC
(Owner must provide proof of ownership such as property tax record or recorded deed)
Mailing Address: PO Box 148 Sulphur La 70683 Email: southentitle337@bellsouth.net
Phone Number (H) 337-912-1391 (W) _____ (C) _____

PROPERTY INFORMATION

Location Address: 4004 Maplewood Dr
Present Zoned Classification: Commercial 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 SP

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

Zoning Change: From _____ To _____

Purpose of Request: 6 apartments in a business district

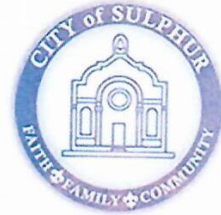
I do hereby understand that no petition for a change in the classification of property shall be filed unless such petition is duly signed and acknowledged by the owners or authorized agents of not less than fifty (50) percent of the area of land for which a change of classification is requested; provided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

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

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


Applicant Signature: Stacy Perry Date: 2/28/19

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



Memo

To: Land Use Commissioners

From: Stacy Dowden 
Director of Public Works

cc: Arlene Blanchard, Mayor Mike Danahay

Date: March 8, 2019

Re: Item 1: Resolution granting an Exception to Jowitt, LLC-John and Stacy Perry, 4004 Maplewood Drive, to allow for apartments in a Business District

Recommendation:

Approval of Exception

Application:



There are similar functions within the immediate surrounding area.











ORDINANCE NO. _____ M-C SERIES

ORDINANCE AUTHORIZING MAYOR DANAHAHAY TO SIGN THE LA
DOTD MAINTENANCE AGREEMENT FOR MOWING AND LITTER
PICKUP FOR FISCAL YEAR ENDING JUNE 30, 2020.

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 the LA
DOTD Maintenance Agreement for mowing and litter pickup for Fiscal Year ending June
30, 2020.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2019.

, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2019, 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 _____,
2019, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk



Office of the Secretary

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

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

April 22, 2019

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

RE: Maintenance Agreement Including Mowing and Litter Pickup

Dear Mayor Danahay,

Transmitted Herewith are three (3) original unsigned agreements between the Department of Transportation and Development and the City of Sulphur for maintenance including mowing and litter pickup for the period beginning July 1, 2019 and ending June 30, 2020.

Please sign and return these agreements prior to July 1, 2019.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kevin J. Seilhan", with a stylized flourish at the end.

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

KJS:kw

**MAINTENANCE AGREEMENT
INCLUDING MOWING AND LITTER PICKUP**

FOR THE FISCAL YEAR ENDING JUNE 30, 2020

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 _____, 2019, 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, 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 Dequincy; 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, 2019**, and shall end on **June 30, 2020**, 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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 _____, 2019.

WITNESSES

Municipality

BY: _____
(Signed Name)

Mike Danahay
(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 _____, 2019.

WITNESSES:

DOTD

BY: _____
Donald L Duberville, PE
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 RW)(Ruth)	0.15 Undivided	031-05
LA 1256	(From Patch St.)(South of I-10) to I-10 N RW)(Ruth)	0.31 Divided	031-05
LA 27	(From US 90 to 0.87 mi. North at Brimstone Pipeline RW (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 Huntington St.-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 VARIANCE TO TRACY MELE, 803 EAST CARLTON, TO ALLOW FOR THE ENCLOSURE FOR A PET PIG TO BE LOCATED CLOSER THAN 50' FROM RESIDENTIAL PROPERTY LINE.

WHEREAS, in accordance with Chapter 4, Section 6 of the Code of Ordinances of the City of Sulphur, a pig enclosure shall not be nearer than 50 feet from any property line used for either residential or commercial purposes; and

WHEREAS, applicant is requesting a variance to allow for pig enclosure to be 27 feet from the west property line rather than the required 50 feet; and

WHEREAS, the following described property located in the City of Sulphur, State of Louisiana, is owned by Tracy Mele, 803 East Carlton Street, Sulphur, Louisiana 70663, to-wit:

LOT 2 OF I. MILLER ADDITION

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.

BE IT ORDAINED that City Council does hereby grant a variance to Tracy Mele, 803 East Carlton Street, to allow for the enclosure for a pet pig to be located 27 feet from the west property line rather than the required 50 feet.

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

APPROVED AND ADOPTED by the
City Council of the City of Sulphur on this
_____ day of _____, 2019.

, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this _____ day of _____, 2019, 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 _____, 2019, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk



CITY OF SULPHUR
APPLICATION FOR

DEVELOPMENT APPROVAL - VARIANCE

Date Received

4-18-19

\$50.00 Fee (Non-Refundable)

pd. (Ar)

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

Print Name Tracy Mele

Date _____

PROPERTY OWNER INFORMATION

Name of Property Owner Tracy Mele

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

Mailing Address: 803 E. Carlton St.

Email: delaytione1@yahoo.com

Phone Number (H) _____

(W) _____

(C) 337-302-4858

PROPERTY INFORMATION

Location Address: 803 E. Carlton Sulphur LA 70663

Present Zoned Classification: _____

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

Lot 2 of I. Miller Add.

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

YES ☒ NO

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

INITIAL TM

VARIANCE REQUEST INFORMATION

Purpose of Variance Request: allow pet pig to be in city limits
without having 50ft. between pen and neighboring
properties.

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

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

Furthermore, I, the applicant agree to dispose of the Board of Zoning Adjustment sign(s) placed on my property after the hearing.

Applicant Signature Tracy Mele Date 4-18-19

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.



What is changing?

- Equipment removal and addition (Plans attached)
 - Proposed Rack-mounted unit to be mounted in existing equipment rack
 - Proposed antenna to be added on antenna mount
 - 6x12 Hybrid Cable to be added and 6 cables to be removed
 - Structural Engineer has ok'd additional equipment to be installed. (Report Attached)
- Monthly Rental fee will be increased by \$300.

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AMENDING ORDINANCE NO. 882, M-C SERIES WHICH AUTHORIZED A LEASE AGREEMENT BETWEEN THE CITY OF SULPHUR AND VERIZON WIRELESS ON BENOIT LANE.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Ordinance No. 882, M-C Series which authorized a lease agreement between the City of Sulphur and Verizon Wireless on Benoit Lane.

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 _____, 2019.

DRU ELLENDER, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2019, 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 _____,
2019, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

Second Amendment to Water Tower Lease Agreement

This Second Amendment to Water Tower Lease Agreement (this "Second Amendment") is made this ____ day of _____, 201__ (the "Effective Date"), by and between **City of Sulphur, Louisiana**, with a mailing address of Post Office Box 1309, Sulphur, Louisiana 70663, hereinafter "Lessor", and **Verizon Wireless (VAW) LLC d/b/a Verizon Wireless**, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter "Lessee". Lessor and Lessee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WHEREAS, Lessor and Southern & Central Wireless, LLC, predecessor in interest to Lessee, entered into a Water Tower Lease Agreement dated August 21, 2002, as amended by that certain First Amendment to Water Tower Lease Agreement dated September 16, 2008, (collectively, the "Agreement"); pursuant to the Agreement, Lessee leases from Lessor ground and water tower space located in Calcasieu Parish, Louisiana as further described in that certain Agreement;

WHEREAS, Lessor and Lessee desire to amend the Agreement in order to document Lessee's authorization to install additional equipment at the subject property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree to be legally bound to this Second Amendment as follows:

1. **Exhibit A.** Exhibit A to the Agreement is hereby replaced and superseded with Exhibit A-1, attached hereto and incorporated herein. In the event of any inconsistency or discrepancy between the Agreement and Exhibit A-1 attached hereto, Exhibit A-1 attached hereto shall control.
2. **Exhibit B.** Exhibit B to the Agreement is hereby replaced and superseded with Exhibit B-1, attached hereto and incorporated herein. In the event of any inconsistency or discrepancy between the Agreement and Exhibit B-1 attached hereto, Exhibit B-1 attached hereto shall control.
3. **Rent.** This Second Amendment shall be effective upon full execution. Effective on the first day of the month following full execution of this Second Amendment, the rent shall increase by \$300.00 per month. Rent due for any partial payment period, if applicable, shall be prorated accordingly. The foregoing notwithstanding, Lessor and Lessee acknowledge and agree that initial increased rental payment(s) may not actually be sent by Lessee until ninety (90) days after the date this Second Amendment is fully executed.
4. All remaining provisions of the Agreement shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the Parties hereto. Each of the Parties hereto warrants to the other that the person or persons executing this Second Amendment on behalf of such Party has the full right, power and authority to enter into

and execute this Second Amendment on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Second Amendment. Further, Lessor represents and warrants to Lessee as of the execution date of this Second Amendment, and covenants during the Term that Lessor is seized of good and marketable title to the Property, that there are no liens or judgments on the Property, or affecting Lessor's title to the same, and that Lessor will not create or impose any covenants, easements or restrictions which prevent or unreasonably and adversely affect the use or occupancy of the Property by Lessee.

5. The Agreement and this Second Amendment contain all agreements, promises or understandings between Lessor and Lessee and no verbal or oral agreements, promises or understandings shall be binding upon either the Lessor or Lessee in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Agreement and this Second Amendment shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement and this Second Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Agreement and this Second Amendment.

IN WITNESS WHEREOF, the Parties have set forth their hand and seal as of the date indicated above.

Witnesses:

By: _____
Name: _____

By: _____
Name: _____

Lessor:

City of Sulphur, Louisiana

By: _____
Name: _____
Title: _____
Date: _____

Lessee:

**Verizon Wireless (VAW) LLC d/b/a
Verizon Wireless**

By: _____
Name: Jason Leiker
Title: Director-Network Field Engineering
Date: _____

Exhibit A-1



DRIVING DIRECTIONS: FROM BATON ROUGE, TAKE I-10 W TOWARD LAFAYETTE 121 MI. KEEP LEFT TO STAY ON I-10 W 13.4 MI. TAKE EXIT 20 TOWARD LA-1256/CAMERON/SULPHUR 0.4 MI. TURN RIGHT ONTO LA-1256 N/RUTH ST (SIGNS FOR SULPHUR) 443 FT. TURN LEFT ONTO BENOIT LN 0.2 MI. TO SITE.

Exhibit B-1

Lessee is authorized to install the following equipment at the following height:

- 6 antennas all at 140' RAD Center;
- 3 DC Surge Suppression Systems at 140' RAD Center;
- Up to 6 Remote Radio Heads at 140' RAD Center;
- Up to 3 Diplexers at 140' RAD Center;

Ground equipment and transmission lines/cables to support all of the listed equipment.

FIRST AMENDMENT ADOPTED IN 2008

FIRST AMENDMENT TO WATER TOWER LEASE AGREEMENT

This First Amendment to Water Tower Lease Agreement (this "Amendment") is made this 16th day of September, 2008, by and between **CITY OF SULPHUR, LOUISIANA**, with a mailing address of Post Office Box 1309, Sulphur, Louisiana 70663, hereinafter designated as "Lessor", and **SOUTHERN & CENTRAL WIRELESS, LLC** d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter "Lessee".

WHEREAS, Lessor and Lessee entered into a Water Tower Lease Agreement on August 21, 2002 (the "Agreement");

WHEREAS, Lessor and Lessee desire to amend the Agreement in order to add a Microwave Dish to the site.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to be legally bound to this Amendment as follows:

1. The Agreement shall be amended to allow Lessee to install the following equipment at the site:

One (1) 2' Microwave Dish and one (1) line of coax

2. The monthly rental as described in the Agreement shall be increased to a new rental amount of One Thousand Six Hundred and no/100ths (\$1,600.00) Dollars effective the first (1st) day of the month following full execution of this Amendment (the "Commencement Date").

3. Paragraph 5 of the Agreement is amended to read as follows:

The annual rental for each extension term shall increase by ten (10%) percent upon the commencement of each extension term.

4. All remaining provisions of the Agreement shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the parties hereto.

5. The Agreement and Amendment contain all agreements, promises or understandings between Lessor and Lessee and no verbal or oral agreements, promises or understandings shall be binding upon either the Lessor or Lessee in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Agreement and Amendment shall be

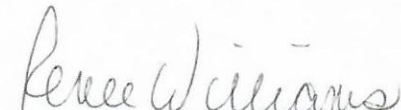
void and ineffective unless made in writing and signed by the parties. In the event any provision of the Agreement and Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Agreement and Amendment.

(SIGNATURES TO FOLLOW)

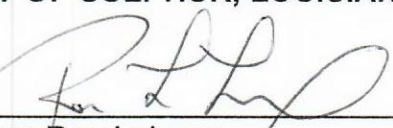
IN WITNESS WHEREOF, the parties have set forth their hand and seal as of the date indicated above.

LESSOR:

CITY OF SULPHUR, LOUISIANA



WITNESS

By: 


Name: Ron LeLeux
Title: Mayor
Date: 9/16/08

LESSEE:

**SOUTHERN & CENTRAL
WIRELESS, LLC D/B/A VERIZON
WIRELESS**



WITNESS

By Cellco Partnership, its Sole
Member

By: _____
Name: Hans F. Leutenegger
Title: Area Vice President, Network,
South Area
Date: 9-2-08

ORIGINAL AGREEMENT 2002

WATER TOWER LEASE AGREEMENT

This Agreement, made this 21st day of August, 2002, between CITY OF SULPHUR, LOUISIANA with its principal mailing address of Post Office Box 1309, Sulphur, Louisiana, 70663, Tax ID #72-6001361, hereinafter designated LESSOR and SOUTHERN & CENTRAL WIRELESS, LLC d/b/a Verizon Wireless by Cellco Partnership, its sole member, with its principal offices at 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** LESSOR hereby leases to LESSEE a portion of that certain space on LESSOR's water tower, hereinafter referred to as the "Tower", located on a ten thousand square feet (10,000') parcel of property in Calcasieu Parish, Louisiana, and being further described in the deed recorded in Deed Book 2826, at Page 490, under Entry #2510314 in the Conveyance Records of Calcasieu Parish, Louisiana (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a parcel of land sufficient for the installation of LESSEE's equipment building, an area four foot wide surrounding the equipment shelter for the installation of a ground ring, a generator pad, and an ice bridge, all (except the ground ring) as shown on Exhibit "A", attached hereto and made a part hereof together with the non-exclusive right-of-way for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along the Property as shown on Exhibit "A" attached hereto and made a part hereof, and over, under, or along a forty feet (40') wide right-of-way and a thirteen foot (13') wide right-of-way extending from the nearest public right-of-way, Benoit Road, to the Property and being further described in the Right-Of-Way-Easement recorded in Deed Book 2944, at Page 567, under Entry #2585048 in the Conveyance Records of Calcasieu Parish, Louisiana, said Property and right-of-way being substantially as described herein in Exhibit "C" and attached hereto and made a part hereof which tower space, demised premises and rights-of-way are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the aforementioned right-of-way, LESSOR hereby agrees to grant an additional right-of-way either to LESSEE or to the public utility at no cost to LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate radio communications equipment, antennas and appurtenances on the Premises and on the Tower, the antennas on the tower being at the height and location as shown on Exhibits "A" and Exhibit "B" attached hereto and made a part hereof.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. **SURVEY.** LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which may be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by LESSEE.

3. **TERM.** This Agreement shall be effective as of the date of execution by both parties, provided however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments will be due at an annual rental of SIX THOUSAND SIX HUNDRED DOLLARS (\$6,600.00) to be paid in equal monthly installments on the first day of the month, in advance, to THE CITY OF SULPHUR, or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least

Houston/1377030.3

thirty (30) days in advance of any rental payment date. The Commencement Date is defined as the first (1st) day of the month following the date this Agreement is executed by the parties or the first (1st) day of the month following the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs last.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental for the first (1st) five (5) year extension term shall be increased to **Seven Thousand Two Hundred Sixty Dollars (\$7,260.00)**; the second (2nd) five (5) year extension term shall be increased to **Seven Thousand Nine Hundred Eighty-Six Dollars (\$7,986.00)**; the third (3rd) five (5) year extension term shall be increased to **Eight Thousand Seven Hundred Eighty-Four Dollars and 60/100 (\$8,784.60)**; and the fourth (4th) five (5) year extension shall be increased to **Nine Thousand Six Hundred Sixty-Three Dollars and 06/100 (\$9,663.06)**.

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to 115% of the annual rental payable with respect to the immediately preceding five (5) year term.

7. USE: GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining and operating a communications facility and uses incidental and all necessary appurtenances. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements shall be at LESSEE's expense and the installation of all improvements shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement. LESSEE will maintain the Premises in a good condition reasonable wear and tear excepted. LESSOR will maintain the Property, excluding the Premises, in good condition, reasonable wear and tear excepted. It is understood and agreed that LESSEE's ability to use the Property is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE. In the event that any of such applications for such Governmental Approvals should be finally rejected or LESSEE determines that such Governmental Approvals may not be obtained in a timely manner or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests are found to be unsatisfactory so that LESSEE in its sole discretion will be unable to use the Premises for its intended purposes or LESSEE determines that the Property is no longer technically compatible for its intended use, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall become null and void and all the Parties shall have no further obligations including the payment of money, to each other.

8. ACCESS TO TOWER. LESSOR agrees LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision

Houston/1377030.3

will be permitted to enter said premises. In the event that any of LESSEE's equipment is rendered inoperable, LESSEE shall be permitted to erect and maintain a temporary antenna structure at another location on the Property reasonably approved by LESSOR.

9. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all federal, state, county and local laws. LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If LESSOR fails to make such repairs including maintenance, LESSEE may make the repairs and the costs thereof shall be payable to LESSEE by LESSOR on demand. If LESSOR does not make payment to LESSEE within ten (10) days after such demand, LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from LESSEE to LESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

10. INTERFERENCE. LESSEE agrees to have installed radio equipment of the type and frequency which will not cause measurable interference to the equipment of LESSOR or other lessees of the Property existing as of the date this Agreement is executed by the Parties. In the event LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE of such interference, LESSEE will take all steps necessary to correct and eliminate the interference. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference to the existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, either Party shall have the right to specifically enforce the provisions of this paragraph in a court of competent jurisdiction.

11. LESSEE COMPLIANCE. All installations and operation in connection with this Agreement by LESSEE shall meet with all applicable Rules and Regulations of the Federal Communications Commission, Federal Aviation Administration and all applicable codes and regulations of the township, county and state concerned. Under this Agreement, LESSOR assumes no responsibility for the licensing, operation, and/or maintenance of LESSEE's radio equipment.

12. INDEMNIFICATION. Each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Premises or the Property by the Party, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the other Party, or its servants or agents.

13. INSURANCE. The Parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the premises or to property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain comprehensive general liability and property liability insurance with liability limits of not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. Notwithstanding the foregoing, LESSOR agrees that LESSEE may self-insure for any insurance that LESSEE is obligated to obtain under this Agreement.

14. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder and shall have paid all rents and sums due and payable to LESSOR by

LESSEE, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of this Agreement provided that three (3) months prior notice is given LESSOR.

15. REMOVAL UPON TERMINATION. LESSEE, upon termination of the Agreement, shall, within ninety (90) days, remove its building(s), antenna structure(s) (except footings), fixtures and all personal property and otherwise restore the Property to its original condition, reasonable wear and tear excepted. LESSOR agrees and acknowledges that all of the equipment, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

16. RIGHT OF FIRST REFUSAL. If LESSOR during the lease term or any extension of the lease term elects to sell or assign all or any portion of the Property or rights-of-way thereto, whether separately or as part of the larger parcel of which the Property or rights-of-way are a part, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or assignment on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after notice thereof from LESSOR, LESSOR may sell or assign the Property or rights-of-way thereto or portion thereof to such third person in accordance with the terms and conditions of his offer.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the term of this Agreement, decide to sell or assign all or any part of the Property or rights-of-way thereto to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE's rights hereunder.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same, and that there are no covenants, easements or restrictions which prevent the use of the Premises by LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State in which the Property is located.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by LESSEE without any approval or consent of LESSOR to LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of LESSOR, which such consent will not be unreasonably withheld or delayed.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: CITY OF SULPHUR
P. O. BOX 1309
SULPHUR, LOUISIANA 70663
Attention: Public Works Director

LESSEE: SOUTHERN & CENTRAL WIRELESS, LLC
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon mailing or delivering the same to a commercial courier, as permitted above.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any mortgage or other security interest by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage or other security interest shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest, LESSOR immediately after this agreement is executed, will obtain and furnish to LESSEE, a non-disturbance agreement for each such mortgage or other security interest in recordable form. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

27. DEFAULT. In the event there is a default by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such default. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the same within the time periods provided in this paragraph.

28. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental
Houston/1377030.3

authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the activities of LESSEE.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

29. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Lease upon fifteen (15) days written notice to LESSOR. Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease. Notwithstanding the foregoing, all rental shall abate during the period of such fire or other casualty.

30. CONDEMNATION. In the event of any condemnation of the Property, LESSEE may terminate this Lease upon fifteen (15) days written notice to LESSOR if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the antennas, equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Lease.

31. SUBMISSION OF LEASE. The submission of this Lease for examination does not constitute an offer to lease the Premises and this Lease becomes effective only upon the full execution of this Lease by the Parties. If any provision herein is invalid, it shall be considered deleted from this Lease and shall not invalidate the remaining provisions of this Lease. Each of the Parties hereto warrants to the other that the person or persons executing this Lease on behalf of such party has the full right, power and authority to enter into and execute this Lease on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Lease.

32. APPLICABLE LAWS. LESSEE shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. LESSOR agrees to keep the Property in conformance with all applicable, laws, rules and regulations and agrees to reasonably cooperate with LESSEE regarding any compliance required by LESSEE in respect to its use of the Premises.

33. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

34. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

(The rest of this page is intentionally left blank; signature page follows.)

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their irrespctive seals the day and year first above written.

WITNESSES:

Stephanie Benoit
Paula Sloan

LESSOR:
CITY OF SULPHUR, LOUISIANA

BY: Ron LeLeux
Ron LeLeux, Mayor

WITNESSES:

Kate Eaten
Patty Johnson

LESSEE:
SOUTHERN & CENTRAL WIRELESS, LLC
d/b/a Verizon Wireless,
By Cellco Partnership,
Its sole member

BY: Howard H. Bower
Howard H. Bower
Area Vice President
Network - South Area

STATE OF Louisiana
PARISH OF Calcasieu

ACKNOWLEDGMENT

I, Renee L. Williams a Notary Public for Calcasieu Parish and State of Louisiana, do hereby certify that Ron LeLeux personally came before me this day and acknowledged that he is the Mayor of the City of Sulphur, Louisiana and that he, as Mayor, being authorized to do so, executed the foregoing instrument on behalf of the City.

WITNESS my hand and official Notarial Seal, this 13th day of August, 2002.

Renee L. Williams
Notary Public

My Commission Expires: at death

STATE OF North Carolina
COUNTY OF Mecklenburg

ACKNOWLEDGMENT

On this 21st day of August, 2002, before me, personally appeared Howard H. Bower, to me personally known, who, being by me duly sworn, did say that he is Howard H. Bower, that he acknowledged said instrument to be his free act and deed, and that said instrument was signed by him as Area Vice President, Network – South Area of Cellco Partnership, the sole member of Southern & Central Wireless, LLC, d/b/a Verizon Wireless, in the capacity therein stated.

In witness whereof, I have hereunto set my hand and affixed my seal at my office in said County and State on the day and year first above written.

Sworn to and subscribed before me
this 21st day of August, 2002.

Cheryl L. Butterworth
Printed Name: _____
Notary Public in and for the State of _____
My Commission Expires: _____

CHERYL L. BUTTERWORTH
Notary Public, North Carolina
County of Mecklenburg
Commission Expires June 24, 2006

EXHIBIT A

(See Attached site plan.)

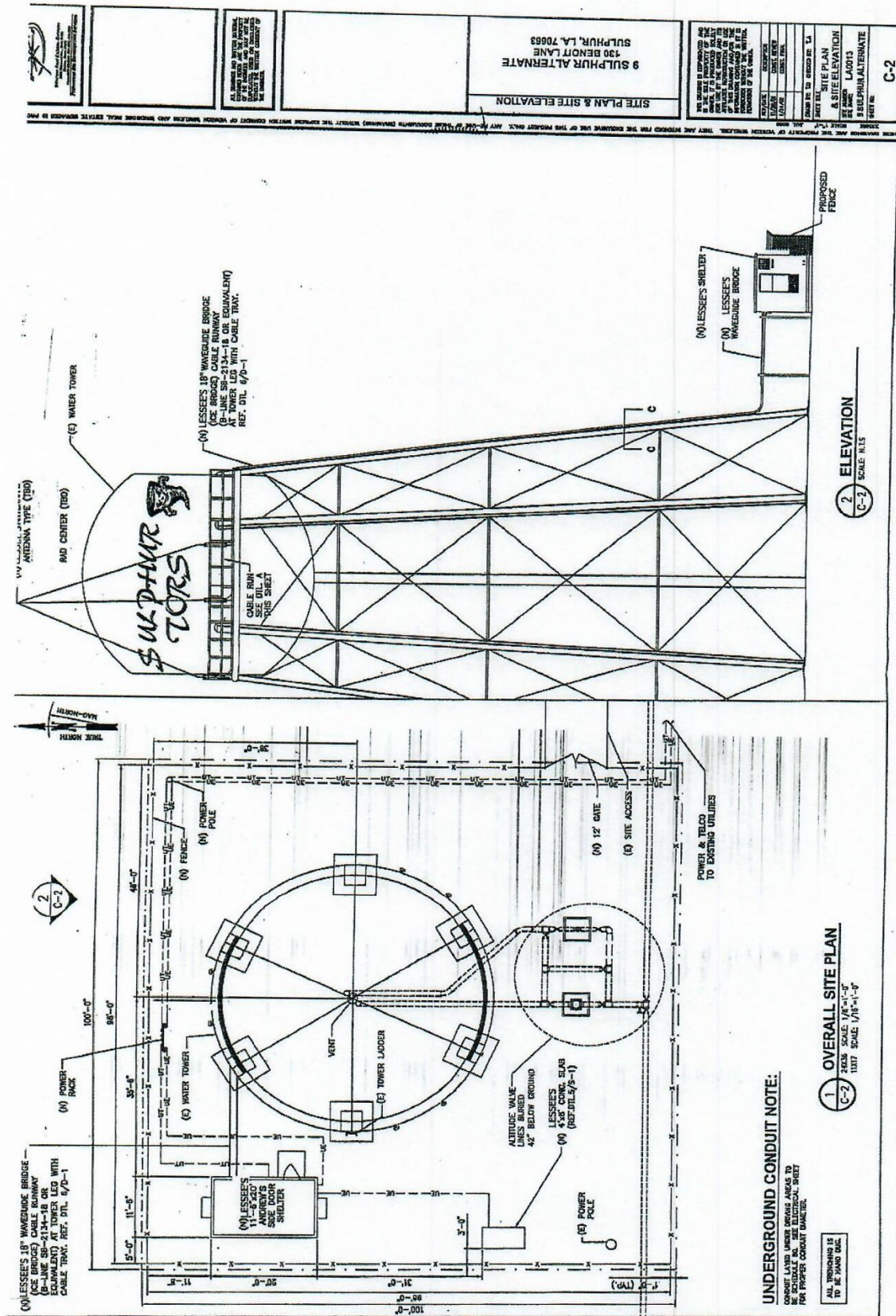
EXHIBIT B

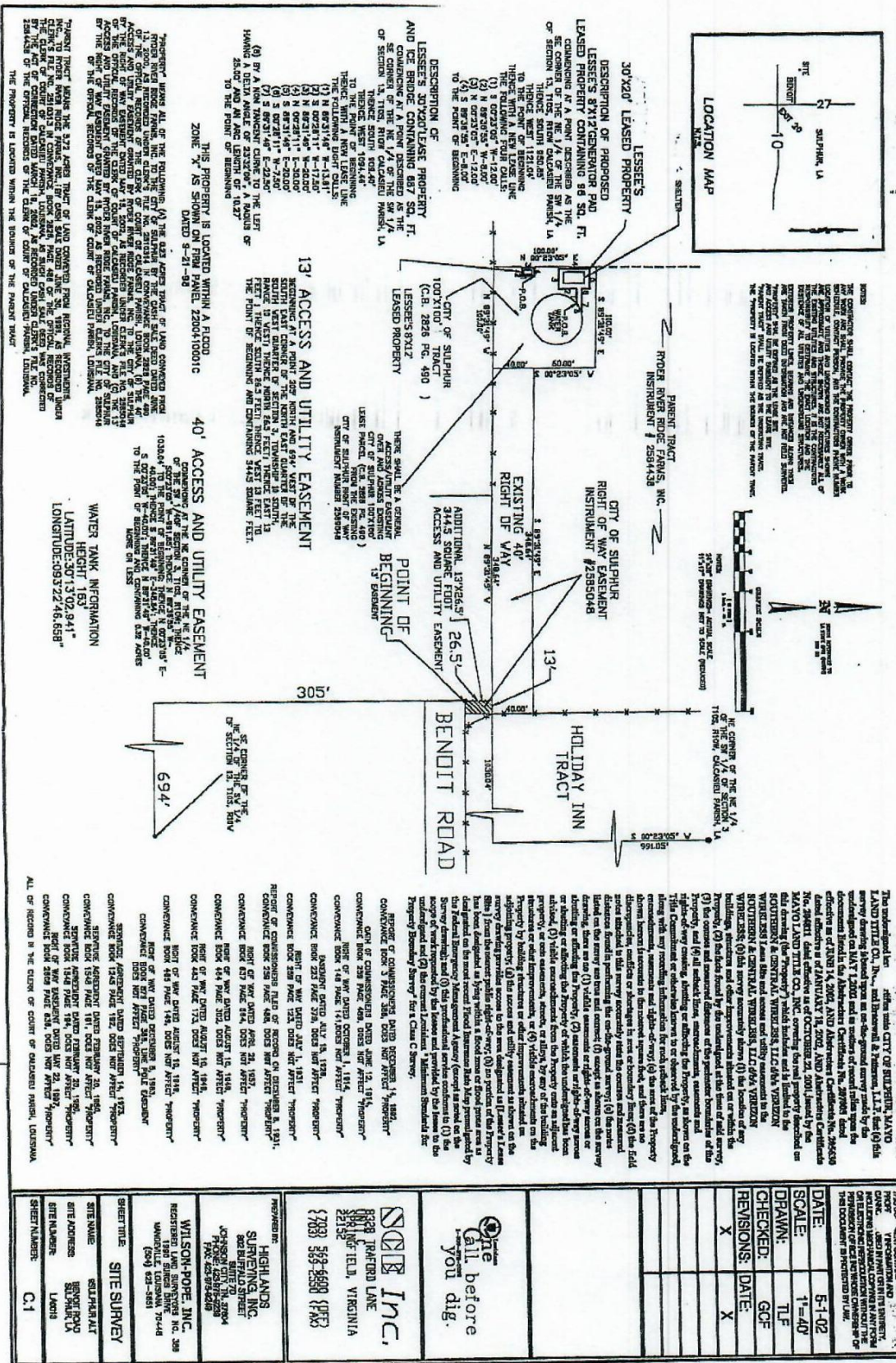
LESSEE is authorized to install the following number of antennas at the following height:

ANTENNAS: Six (6) Antennas @ 135'

EXHIBIT C

(Survey to be attached.)





ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING MAYOR DANAHA TO ENTER INTO
A COOPERATIVE ENDEAVOR AGREEMENT WITH WEST
CALCASIEU CHAMBER OF COMMERCE FOR SPONSORSHIP OF
HIGHER EDUCATION COLLEGE PREPARATION CONFERENCE.

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 Cooperative Endeavor Agreement with West Calcasieu Chamber of Commerce for sponsorship of HIGHER EDUCATION COLLEGE PREPARATION CONFERENCE (City's share \$2,500.00).

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 _____, 2019.

, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2019, 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 _____,
2019, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

State of Louisiana

COOPERATIVE ENDEAVOR AGREEMENT

Parish of Calcasieu

This Cooperative Endeavor Agreement is entered into between Sulphur Chamber of Commerce (“Chamber”) and the CITY OF SULPHUR (hereinafter referred to as “CITY”), appearing herein through their undersigned duly authorized representatives.

WHEREAS, the parties are authorized to enter into such Cooperative Endeavor Agreement (“CEA”) pursuant to Art. VI, Sec. 14(c) of the Louisiana Constitution; and

WHEREAS, Chamber is a not for profit designed to further activities for and provide promotion to commerce in the City, to promote the community, and to promote a quality workforce and other components of economic development within the City.

NOW, THEREFORE, IT IS HEREBY AGREED that:

- 1) \$2,500 is contributed by the City to the Chamber for the HIGHER EDUCATION COLLEGE PREPARATION CONFERENCE, to be used by the Chamber to promote a quality workforce within the City, all in order to advance economic development and growth in the City.

THUS DONE AND SIGNED on the dates shown below in the presence of the undersigned witnesses and notaries public, after due reading of the whole.

WEST CALCASIEU
CHAMBER OF COMMERCE

CITY OF SULPHUR

By: _____
_____, President

By: _____
Michael E. Danahay, Mayor

Witness Signature

Witness Signature

Witness Printed Name

Witness Printed Name

Witness #2 Signature

Witness #2 Signature

Witness #2 Printed Name

Witness #2 Printed Name

Sworn and subscribed before me on this ____ day of _____, 2018.

Notary Public, Id. No. _____

Notary Public, Id. No. _____

Notary Printed Name:

Notary Printed Name:

ORDINANCE NO. _____, M-C SERIES

ORDINANCE ACCEPTING EVANGELINE STREET AND
INFRASTRUCTURE INTO CITY'S MAINTENANCE SYSTEM.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby accept Evangeline Street and infrastructure into city's maintenance system.

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

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this 8th
day of _____, 2019.

MELINDA HARDY, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2019, 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 _____,
2019, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

Resolution authorizing the advertisement of bids for 2018 Street Rehabilitation.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize advertisement of bids for 2018 Street Rehabilitation, said bids to be in accordance with the quantities and specifications on file with Meyer and Associates, 600 North Cities Service Hwy., Sulphur, Louisiana 70663 or online at BidXpress.

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

NOTICE TO BIDDERS

Separate and sealed bids for the advertisement of bids for 2018 Street Rehabilitation will be received by the Clerk of the Council until 10:00 a.m. on the 8th day of July, 2019, 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 Public Works in the Conference Room at the City Hall, and the City Council shall at a regular meeting on the 8th day of July, 2019, at 5:30 p.m. proceed to award the bid to the lowest bidder, to waive irregularities, or to reject any and all bids, or otherwise proceed thereto as provided by law. Bids are also available electronically at www.bidexpress.com; free membership is required to access. Said bids to be in accordance with the quantities and specifications on file with Meyer and Associates, 600 North Cities Service Hwy., Sulphur, Louisiana 70663 or online at BidXpress.

CITY OF SULPHUR, LOUISIANA

BY _____
MELINDA HARDY, Chairman

BE IT FURTHER RESOLVED that the City Council of the City of Sulphur, Louisiana will meet in open and public session at the regular place in the Council Chambers at City Hall on the 8th day of July, 2019, 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
_____, 2019.

MELINDA HARDY, Chairman

RESOLUTION NO. _____, M-C SERIES

Resolution appointing the Official Journal for the City of Sulphur.

WHEREAS, the Southwest Daily News has submitted a proposal to publish the legal notices for the City of Sulphur for the next 12 months at the rate of \$3.50 per square inch for material on a disk and \$4.00 per square inch for material not on a disk.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby appoint the Southwest Daily News as the Official Journal for the City of Sulphur.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2019.

MELINDA HARDY, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

SOUTHWEST
Daily News

Brian W. Trahan, Executive Editor • 120 S. Huntington Street, Sulphur, LA 70663 • 337-527-7075 • btrahan@sulphurdailynews.com

West Cal News, LLC
dba Southwest Daily News
120 S. Huntington Street
Sulphur, LA 70663
337-527-7075

*** PROPOSAL***

OFFICIAL JOURNAL FOR CITY OF SULPHUR

Southwest Daily News is officially submitting a bid

Southwest Daily News
P.O. Box 1999
Sulphur, LA 70664

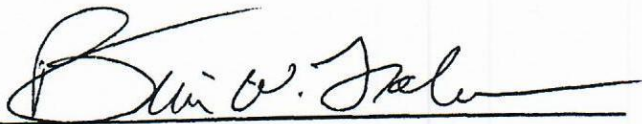
Southwest Daily News is published three (3) days per week on Wednesday, Friday and Sunday.

Cost per square of insertion date for legal advertisements:

- \$3.50 per square inch (submitted on disk)
- \$4.00 per square inch (material not on a disk)

Proposal submitted by:

Brian W. Trahan
Executive Editor
Southwest Daily News
Sulphur, Louisiana



Proposal submitted:

May 22, 2019

Your News Source for West Calcasieu

RESOLUTION NO. _____, M-C SERIES

Resolution authorizing Mayor Mike Danahay to enter into a contract with Julian Quebedeaux, for the videoing of Sulphur City Council meetings.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Mike Danahay to enter into a contract with Julian Quebedeaux, for the videoing of Sulphur City Council meetings.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2019.

MELINDA HARDY , Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

Contract between Julian Quebedeaux and
City of Sulphur for videoing City Council Meetings

This contract made this _____ day of _____ 2019, by and between the City of Sulphur and Julian Quebedeaux.

Julian Quebedeaux will provide the monthly videotaping and editing of the Sulphur City Council regular and special called meetings (public hearings only), as follows, to-wit:

Proposal

Cost to City of Sulphur	Description
\$500.00 \$400.00	Regular 2-hour monthly meeting
\$300.00 \$200.00	Any special called meeting (<i>public hearings only</i>)
\$125.00	For each additional hour of any regular or special meeting

1. **Specifications for a 2-hour monthly and 1-hour Special City Council Meeting**
 1. One camera will be operated to allow for closer shots of those speaking,
 2. A second and third camera will provide close and static images for editing purposes,
 3. Sound will be taken directly from City Council sound system and mixed with the ambient/natural sound to allow for presentations which do not use microphones. The same audio feed will be provided to both cameras to provide continuity during tape or battery changes.
 4. Additional content will be included in the final edit that was shown on the Council room monitor(s)/display and/or images provided on CD (as provided immediately after the meeting).
 5. Editing Criteria
 - A. Edit will never to be used for the purpose of removing content from the meeting.
 - B. Edit is only to allow for battery change coverage and to switch between cameras.
 - C. Editing will be minimal to remove obstructed views, unintended camera movement, etc.
 - D. The Calcasieu Parish Police Jury (CPPJ) C-Gov's policies of gavel-to-gavel coverage will be maintained at all times.

- E. Graphics
 - Introduction
 - Identify the production as "Sulphur City Council Meeting (date)"
 - Introduction graphic will occupy maximum screen.
- F. Exit
 - Identify the production as "Sulphur City Council Meeting (date)"
 - Exit graphic will occupy maximum screen.
- G. Full credit roll.
 - Identifying graphics should also appear on screen periodically throughout the meeting.
- 6. Deliverable
 - A. Format provided to the Government Channel will be MP2 format.
 - B. A DVD copy of all edited council meetings, as provided to C-Gov, will be provided to the Council Clerk within one week of the edited version being delivered to C-Gov.
 - C. Provide internet recording in a Mpeg 4 format for use of the individual Sulphur City Council meetings for period of this contract. Julian Quebedeaux will not provide the hosting service for the videos.
 - D. DVD copy of Sulphur City Council can be created for \$14.95 each, paid directly to Julian Quebedeaux.
 - E. This proposal is good until fiscal year ending June, 2020.
- 7. Contract cancellation
 - A. A 30-day written notice shall be given.

Witness

Mayor Mike Danahay

Witness

Julian Quebedeaux