

**AGENDA  
SULPHUR CITY COUNCIL MEETING  
MONDAY, AUGUST 12, 2019 AT 5:30 P.M.**

**THERE WILL BE A REGULAR MEETING OF THE SULPHUR CITY COUNCIL  
MONDAY, AUGUST 12, 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  
APPROVAL OF AGENDA**

1. **PRESENTATION** by Armed Forces Committee. I09-19 (Melinda Hardy)
2. Wendy Aguiard, candidate for Calcasieu Parish Tax Assessor. I10-19 (Mayor Danahay)
3. **RULE TO SHOW CAUSE** for the condition of the following addresses:
  - a. To condemn building or structure located at 104 Railroad Avenue, in accordance with Article IX, Section 5-286 through 5-296. (Dru Ellender)
  - b. To condemn building or structure located at 746 Broussard Road, in accordance with Article IX, Section 5-286 through 5-296. (Mike Koonce)
4. **PUBLIC HEARING** on ordinance accepting Evangeline Street and infrastructure into city's maintenance system. ORD72-19 (Joy Abshire)
5. **PUBLIC HEARING** on ordinance authorizing Mayor Danahay to enter into a Cooperative Endeavor Agreement with Calcasieu Parish Police Jury for purchase and installation of traffic signals (illuminated stop signs) at the intersection of Maplewood Drive and East End Avenue. ORD73-19 (Mayor Danahay)
6. **PUBLIC HEARING** on ordinance amending Chapter 5, Section 27 of the Code of Ordinances of the City of Sulphur – Bond requirements. ORD74-19 (Mayor Danahay)
7. **PUBLIC HEARING** on ordinance authorizing purchase from Gathering People (aka and formerly Life Church Sulphur), appropriating funds for the purchase for property located at 1551 Napoleon Street. ORD75-19 (Mayor Danahay)

8. INTRODUCTION OF ORDINANCE granting a variance to Markel Andrepont, 608 Custer Street, to allow for chicken enclosure to be located 27 feet from the west property line rather than the required 50 feet. ORD76-19 (Mike Koonce)
9. INTRODUCTION OF ORDINANCE granting a variance to Marin Ciurea, 1214 Adam Lane, to allow for chicken enclosure to be located 30 feet from the east and west property lines rather the required 50 feet. ORD77-19 (Melinda Hardy)
10. INTRODUCTION OF ORDINANCE repealing Ordinance No. 280 - Selling alcoholic beverages to persons in motor vehicles prohibited. ORD78-19 (Mike Koonce)
11. INTRODUCTION OF ORDINANCE authorizing the lease of property to Paula Carlin (1001 Melanie Drive). ORD79-19 (Mayor Danahay)
12. INTRODUCTION OF ORDINANCE declaring certain movable property of the City of Sulphur surplus items and providing for the sale thereof. ORD80-19 (Mayor Danahay)
13. RESOLUTION appointing Seth Gilmore to the Industrial Development Board. RES50-19 (Joy Abshire)
14. RESOLUTION appointing a member to the Industrial Development Board to fill the unexpired term of Tab Finchum. RES51-19 (Melinda Hardy)
15. RESOLUTION authorizing the advertisement of bids for emergency lights, consoles and partitions for new police units. RES52-19 (Mayor Danahay)
16. Public Comment. 3 MINUTES PER SPEAKER - ONLY SPEAK 1 TIME PER ITEM

## ADJOURNMENT

The next regular City Council meeting will be held on Monday, September 9, 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.

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 8<sup>th</sup>  
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:** Sulphur City Council

**From:** Stacy Dowden   
Director of Public Works

**cc:** Arlene Blanchard, Mayor Mike Danahay

**Date:** July 22, 2019

**Re:** Rose Park Subdivision

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The above referenced subdivision has been found to conform with the requirements of the City of Sulphur Code of Ordinances.

The following item(s) have been submitted for the City's files:

1. Written Certification from the Professional of Record
2. Quality Control Testing
3. As-Built Drawings

The following item(s) are outstanding:

1. Letter from Developer regarding the intent of the property to the south of the subdivision. This letter should state that the developer has no intention of developing this property and that it will remain an overflow area for drainage. This letter will nullify the need for a drainage permit from LaDOTD.

It is the recommendation of Public Works to accept this subdivision for ownership and maintenance with a one (1) year warranty.



# Veron, Bice, Palermo & Wilson, LLC

ATTORNEYS AT LAW

July 29, 2019

J. MICHAEL VERON  
JERE JAY BICE\*  
J. ROCK PALERMO III\*  
ALONZO P. WILSON  
MICHAEL G. HODGKINS  
TURNER D. BRUMBY  
JULIA LOVE TAYLOR

OF COUNSEL  
JAMIE B. BICE

\*CERTIFIED MEDIATORS

721 KIRBY STREET (70601)  
POST OFFICE BOX 2125  
LAKE CHARLES, LA  
70602.2125

TELEPHONE  
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(337) 310-1601  
TOLL FREE  
(877) 300-8680

WEBSITE:  
[www.veronbice.com](http://www.veronbice.com)

EMAIL:  
[info@veronbice.com](mailto:info@veronbice.com)

VIA ELECTRONIC MAIL  
[sdowden@sulphur.org](mailto:sdowden@sulphur.org)

Ms. Stacy Dowden  
Director of Public Works  
City of Sulphur

Re: Rose Park Subdivision  
Acceptance of Evangeline Drive

Dear Ms. Dowden:

This firm represents Palermo Company, the developer of Rose Park Subdivision #9 and 10. This letter is being submitted pursuant to your memo of July 22, 2019 (enclosed) regarding the above matter.

Specifically, this letter confirms that Palermo Company does not intend to develop the property to the south of the subdivision, which consists of an approximately 40-foot wide strip of land running east and west just to the north of the right of way for Interstate 10. It will remain an overflow area for drainage.

According to your July 22 memo, this is all that is required from the developer to complete the acceptance of Evangeline Drive and any further approvals of the latest phase of the subdivision. Unless we hear from you to the contrary, we will assume that all will be approved at the City Council meeting on August 12, 2019 at 5:30 p.m. Once that approval is given, we will consider this matter concluded and will proceed to close our file.

Thank you for your assistance and cooperation.

With kindest regards, I am

Sincerely yours,

  
MICHAEL VERON

JMV/ybh  
Enc.

ORDINANCE NO. \_\_\_\_\_, M-C SERIES

ORDINANCE AUTHORIZING MAYOR DANA HAY TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH CALCASIEU PARISH POLICE JURY FOR PURCHASE AND INSTALLATION OF TRAFFIC SIGNALS (ILLUMINATED STOP SIGNS) AT THE INTERSECTION OF MAPLEWOOD DRIVE AND EAST END AVENUE.

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 Calcasieu Parish Police Jury for financial assistance in the amount of \$5,000.00 for purchase and installation of traffic signals (illuminated stop signs) at the intersection of Maplewood Drive and East End Avenue.

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.

\_\_\_\_\_  
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



**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE  
CALCASIEU PARISH POLICE JURY  
AND  
CITY OF SULPHUR**

STATE OF LOUISIANA  
PARISH OF CALCASIEU

THIS AGREEMENT is hereby made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2019, by and between the CALCASIEU PARISH POLICE JURY, hereinafter referred to as "PARISH," a political subdivision of the State of Louisiana, represented herein by its duly authorized President, Kevin White, and CITY OF SULPHUR, hereinafter referred to as "CITY," a political subdivision of the State of Louisiana, and represented herein by its duly authorized Mayor.

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual", and

WHEREAS, the PARISH has the authority under Louisiana Revised Statute 33:1324 to provide this type of financial assistance and the PARISH would like to exercise such authority by providing financial assistance to the CITY for the purpose specified in Section 1 of this agreement, and

WHEREAS, the citizens of both the PARISH and the CITY will benefit from the authorized use of these Gaming Funds thereby providing a much needed public benefit that is proportionate to the associated cost.

NOW THEREFORE, the PARISH and the CITY do mutually agree to the following terms and conditions of this agreement:

**1. Scope of Agreement**

The PARISH convened in regular session on Thursday, June 6, 2019, and approved financial assistance in an amount up to \$5,000.00 from PARISH Gaming Funds (Ward 4 – District 15 Allocation) for the costs associated with the purchase and installation of traffic signals at the intersection of Maplewood Drive and East End Avenue. The CITY agrees that all applicable federal, state and local laws will be adhered to in the implementation of the scope of this agreement as well as the related execution of this agreement.

**2. Term of Agreement**

This agreement shall commence upon execution of this agreement and expire one year from the date signed, unless a written extension is granted by the PARISH.

**3. Payment Terms**

After receipt and approval of the appropriate invoice(s) and cancelled check(s) related to the purchase, the PARISH will reimburse the CITY up to Five Thousand dollars (\$5,000.00). This documentation should be submitted to the PARISH prior to the one year expiration period.

**4. Amendments and Assignments**

If there is a need to review and/or revise this agreement, the requesting party shall submit a written amendment to the other party, with the understanding that no amendment to this agreement shall be valid unless it is agreed and signed by both parties. This agreement shall not be assignable by either party without written consent of the other, except for assignment resulting from merger, consolidation, or reorganization of the assigning party.

**5. Records and Audits**

For audit purposes, all records will be made available by both parties to any authorized representative of either party and said records will be retained for three (3) years from the final contractual payment under this agreement. It is also agreed that all records shall be made available to either party at no additional charge for such information.



Act 290 of the 2011 Legislative Session requires that a governmental entity that provides funding to a quasi-public agency or body shall notify each such quasi public agency or body of the requirement to provide the Legislative Auditor with the name of the individual responsible for filing annual financial reports with the Legislative Auditor. The quasi public agency or body shall notify the Legislative Auditor of the name and address of the person so designated.

## 6. Liability, Indemnity and Insurance

The CITY is responsible for the maintenance, upkeep and any insurance requirements related to the operations or activities associated with this agreement. All related costs associated with this requirement are the sole responsibility of the CITY.

The CITY will indemnify, defend, and hold harmless the PARISH, including the PARISH'S employees and agents, from and against any and all claims or liabilities arising from the fault of the CITY, its employees or agents in carrying out the CITY'S duties and obligations under the terms of this agreement. The PARISH will indemnify, defend, and hold harmless the CITY, including the CITY'S employees and agents, from and against any and all claims or liabilities arising from the fault of the PARISH, its employees or agents in carrying out the PARISH'S duties and obligations under the terms of this agreement. This section will survive the termination of this agreement.

## 7. Termination of Agreement and Dispute Resolution

While both parties agree to negotiate all contractual disputes in good faith, the PARISH and the CITY both reserve the right to terminate this agreement at any time upon written notice of termination. If the parties are unable to independently and satisfactorily resolve any disagreement then both parties agree that any contractual disagreement will be resolved under the jurisdiction of the 14<sup>th</sup> Judicial District Court for Calcasieu Parish, Louisiana. In the event that court action is necessary then the parties agree that whoever prevails in the litigation is entitled to reasonable attorney's fees and costs as fixed by the Court.

## 8. Severability, Entire Agreement and Captions

This agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. If any provision of this agreement is held invalid, void or unenforceable under any law or regulation or by a court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be so amended, it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provision of this agreement. This agreement, any attached documents, and any referenced documents, represent the entire agreement between the PARISH and the CITY and supersede all prior negotiations, representations or agreements, either written or oral. In the event of a conflict between this agreement and other documents, the terms of this agreement shall control.

Each paragraph of this agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation.

THUS DONE AND SIGNED on the \_\_\_\_ day of \_\_\_\_\_ 2019, in Lake Charles, Louisiana after a due reading of the whole.

WITNESSES:

**CALCASIEU PARISH POLICE JURY:**

\_\_\_\_\_

BY: \_\_\_\_\_  
KEVIN WHITE, PRESIDENT

THUS DONE AND SIGNED on the \_\_\_\_ day of \_\_\_\_\_ 2019, in Sulphur, Louisiana after a due reading of the whole.

WITNESSES:

**CITY OF SULPHUR:**

\_\_\_\_\_

BY: \_\_\_\_\_  
MICHAEL "MIKE" DANAHAAY, MAYOR



ORDINANCE AMENDING CHAPTER 5, SECTION 27 OF THE CODE OF  
ORDINANCES OF THE CITY OF SULPHUR, LOUISIANA – BOND  
REQUIREMENTS.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Chapter 5, Section 27 of the Code of Ordinances of the City of Sulphur to read as follows:

**Sec. 5-27. -Bond requirements.**

All ~~general~~ contractors will be required to file with the city a ~~general~~-contractor's surety bond in the sum of fifteen thousand dollars (\$15,000.00) to be so conditioned that all construction work performed by the licensee or under his/her supervision shall be performed in accordance with the provisions of this article and the building code and that he/she will pay all fines and penalties properly imposed upon him/her for the violation of any provision of this article or the building code. A contractor's license shall not be valid unless a bond is executed and deposited as herein provided. Homeowners improving their own property are exempt from positing a surety bond, unless the property is rental and/or lease property which shall require the fifteen thousand dollars (\$15,000.00) surety bond.

BE IT FURTHER ORDAINED that this Ordinance shall become effective upon the Mayor's approval, or upon proper re-adoption by the Council pursuant to Section 2-13(C) of the Home Rule Charter of the City of Sulphur.

APPROVED AND ADOPTED by  
the City Council of the City of  
Sulphur, Louisiana, on this 8<sup>th</sup>  
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-C SERIES

ORDINANCE AUTHORIZING PURCHASE OF PROPERTY FROM  
GATHERING PEOPLE (A/K/A AND FORMERLY LIFE CHURCH  
SULPHUR), APPROPRIATING FUNDS FOR THE PURCHASE, AND  
SETTING A PUBLIC HEARING ON THE ORDINANCE.

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

WHEREAS, the City of Sulphur desires to purchase property from Gathering People (a/k/a and formerly Life Church Sulphur) (hereinafter referred to as the “Seller”); and

WHEREAS, the sale price for the sale shall be two million six hundred thousand dollars (\$2,600,000.00); and

WHEREAS, the property bearing municipal address of 1551 Napoleon Street, Sulphur, Louisiana is more fully described as follows, to-wit:

That certain trace or parcel of land lying on the south side of U.S. Highway No. 90 in the Southeast Quarter of the Northwest Quarter (SE/4-NW/4) of Section 35, Township 9 South, Range 10 West, Calcasieu Parish, Louisiana, being more particularly described as follows, to-wit:

Beginning on the South right-of-way line of U.S. Highway No. 90 bearing North 89°20’31” West along said South right-of-way line, a distance of 384.00 feet from the East line of the Southeast Quarter of the Northwest Quarter (SE/4-NW/4) of Section 35, Township 9 South, Range 10 West, Calcasieu Parish, Louisiana;

Thence south 89°20’31” East, along the South right-of-way line of said U.S. Highway No. 90, for a distance of 285.89 feet to the intersection with the West right-of-way line of Arizona Street per Louisiana Department of Transportation and Development right-of-way maps for State Project No. 810-27-05, dated March 25, 1986;

Thence South 51°58’23” East, along said West right-of-way line, for a distance of 42.15 feet;

Thence South 00°54’50” West, parallel with the East line of the Southeast Quarter of the Northwest Quarter (SE/4-NW/4) of said Section 35, for a distance of 643.42 feet to a point in Carr Lane;

Thence North 89°20’31” West, parallel with the South right-of-way line of U.S. Highway No. 90, for a distance of 63.50 feet;

Thence North 00°54’50” East, parallel with the East line of the aforesaid Southeast Quarter of the Northwest Quarter (SE/4-NW/4), for a distance of 211.00 feet;

Thence North 89°20’31” West, a parallel with the South right-of-way line of U.S. Highway No. 90, for a distance of 256.00 feet;

Thence North 00°54’50” East, parallel with the East line of said Southeast Quarter of the Northwest Quarter (SE/4-NW/4), for a distance of 458.00 feet to the point of beginning, subject to a public road right-of-way on the South side thereof, together with all buildings and improvements situated thereon.

BE IT FURTHER ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that Mayor Danahay is hereby authorized and empowered to purchase said property described above, that he is authorized and directed to execute the original warranty deed / Act of Cash Sale between the City of Sulphur and

the Seller for the sum of \$2,600,000.00; that it does hereby appropriate that sum for the aforesaid purchase; and that it does set a public hearing on this ordinance at its regular meeting at 5:30 p.m. on July 8, 2019.

BE IT FURTHEREST 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.

\_\_\_\_\_  
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-C SERIES

ORDINANCE GRANTING A VARIANCE TO MARKEL  
ANDREPONT, 608 CUSTER STREET, TO ALLOW FOR THE  
ENCLOSURE FOR A PET CHICKEN TO BE LOCATED CLOSER  
THAN 50 FEET FROM RESIDENTIAL PROPERTY LINE.

WHEREAS, in accordance with Chapter 4, Section 6 of the Code of Ordinances of the City of Sulphur, a chicken 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 chicken 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 26 BLK 6 WESTFIELD ADD NO 1

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 Markel Andrepont, 608 Custer Street, to allow for the enclosure for a pet chicken 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.

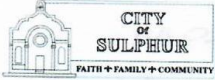
\_\_\_\_\_  
MELINDA HARDY, Chairman

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 - VARIANCE

Date Received 7-3-19

\$50.00 Fee (Non-Refundable)

pd AB

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 Markel Andrepoint

Date 7-3-19

PROPERTY OWNER INFORMATION

Name of Property Owner Markel Andrepoint

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

Mailing Address 608 Custer St

Email: markel49@yahoo.com

Phone Number (H) 337-526-7633 (W) \_\_\_\_\_ (C) \_\_\_\_\_

PROPERTY INFORMATION

Location Address 608 Custer St

Present Zoned Classification: \_\_\_\_\_

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

Lot 26 Bk 6 Westfield Add No 1

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 ma

27 ft. from west prop. line  
VARIANCE REQUEST INFORMATION

Purpose of Variance Request: To be allowed to have pet chickens closer to property line than stated in ordinance same as the pig Tracy Mele was allowed for pig and was passed by council 4-1

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 Markel Andrepoint Date: 7-3-19

	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?	<u>N/A</u>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is property within a designated flood hazard area?	<u>N/A</u>	<input type="checkbox"/>	<input type="checkbox"/>
Flood zone classification _____ bfe _____ ft.			

Any ~~new~~ council member who have doubts that chickens are as much a pet as pigs are I would invite them to go to [backyardchickens.com](http://backyardchickens.com) and see the many thousands of families throughout the United States who have chicks for pets. You may see on that web site info on how to help cities in changing ordinances to allow chickens.

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# MARKEL SUBMITTED THESE PHOTOS





**Pot-bellied pigs: wonderful animals but bad pets**

🕒 April 11, 2017   📁 Main   👤 SASHA Farm Staff



Moneyish how she’s making more than \$30K selling designing diapers, tutus and saddles for chickens.





ORDINANCE NO. \_\_\_\_\_, M-C SERIES

ORDINANCE GRANTING A VARIANCE TO MARIN CIUREA, 1214 ADAM LANE, TO ALLOW FOR CHICKEN ENCLOSURE TO BE LOCATED 30 FEET FROM THE EAST AND WEST PROPERTY LINES RATHER THE REQUIRED 50 FEET.

WHEREAS, in accordance with Chapter 4, Section 6 of the Code of Ordinances of the City of Sulphur, a chicken 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 chicken enclosure to be 30 feet from the east and west property lines rather than the required 50 feet; and

WHEREAS, the following described property located in the City of Sulphur, State of Louisiana, is owned by Marin Ciurea, 1214 Adam Lane, Sulphur, Louisiana 70663, to-wit:

LOT 41 TIFFANY PLACE

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 Marin Ciurea, 1214 Adam Lane, to allow for enclosure for a chicken to be located 30 feet from the east and 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.

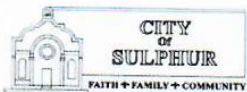
\_\_\_\_\_  
MELINDA HARDY, Chairman

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 - VARIANCE

Date Received 7-16-19 \$50.00 Fee (Non-Refundable) pd. THB

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 \_\_\_\_\_ Date \_\_\_\_\_

PROPERTY OWNER INFORMATION

Name of Property Owner MARIN ALEXANDRU CIUREA  
(Owner must provide proof of ownership such as property tax record or recorded deed)  
Mailing Address: 1214 ADAM LN Email: x.alics.x@gmail.com  
Phone Number (H) 3373771330 (W) \_\_\_\_\_ (C) \_\_\_\_\_

PROPERTY INFORMATION

Location Address: 1214 ADAM LN SULPHUR LA 70663  
Present Zoned Classification: \_\_\_\_\_

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

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 AC

VARIANCE REQUEST INFORMATION

Purpose of Variance Request: The current rule states that you cannot have chickens 50 feet the property line, unfortunately our properties has only 80 feet wind - 30 ft. from east and west property line.

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: Marin Ciurea Date: 07/16/2019

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











ORDINANCE NO. \_\_\_\_\_, M-C SERIES

ORDINANCE REPEALING ORDINANCE NO. 280, M-C SERIES ADOPTED  
BY CITY COUNCIL ON MARCH 14, 1983.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby repeal Ordinance No. 280, M-C Series, adopted by City Council on March 14, 1983 which prohibited the selling of alcoholic beverages to persons in motor vehicles as follows:

**Sec. 3-4. - Selling alcoholic beverages to persons in motor vehicles prohibited.**

The selling of any alcoholic beverage directly to any person while in, on or otherwise occupying any automobile or other motor vehicle is expressly prohibited within the city.

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

APPROVED AND ADOPTED by  
the City Council of the City of  
Sulphur, Louisiana, on this 8<sup>th</sup>  
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-C SERIES

ORDINANCE AUTHORIZING THE LEASE OF PROPERTY OF THE CITY  
OF SULPHUR TO PAULA CARLIN, 1001 MELANIE DRIVE.

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 execute Lease Agreement with Paula Carlin for property located at 1001 Melanie Drive (Lot 7 of Villa Maria Subdivision).

BE IT FURTHER ORDAINED that this Ordinance shall become effective upon the Mayor's approval, or upon proper re-adoption by the Council pursuant to Section 2-13(C) of the Home Rule Charter of the City of Sulphur.

APPROVED AND ADOPTED by  
the City Council of the  
City of Sulphur, Louisiana,  
on this \_\_\_\_\_ day of \_\_\_\_\_ 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

STATE OF LOUISIANA

PARISH OF CALCASIEU

LEASE AGREEMENT

This Lease Agreement is made and entered into on the day, month, and year set forth below, by and between the City of Sulphur, a municipal corporation and political subdivision of the State of Louisiana, herein appearing through Michael E. Danahay, Mayor, hereinafter referred to as "Lessor," and Paula Carlin, a resident of the Parish Calcasieu of the full age of majority, with a mailing address of \_\_\_\_\_, Sulphur, LA 70663, hereinafter referred to as "Lessee."

WITNESSETH:

1. Premises. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor the following described property, to-wit:

1001 Melanie Drive  
Lot 7 of Villa Maria Subdivision

2. Term. The term of this lease shall be ten (10) years, and shall begin on the 1<sup>st</sup> day of October, 2019 and ending on the 30<sup>th</sup> day of September, 2029. In addition, this Lease Agreement, with any extensions is made and accepted subject to the restrictions herein and in Exhibit "A," attached hereto and made a part of this lease agreement.

3. Rent. As rental for the lease premises, Lessee will pay Lessor at its primary business address as noticed by Lessor to Lessee, currently 101 N Huntington St, Sulphur, LA 70663, without demand and without deduction, abatement or set-off, the sum of ONE HUNDRED AND NO/100 (\$100.00) DOLLARS annually, which payment shall be received by the City from the Lessee on or before the 31<sup>st</sup> of January each year, but with the first payment being due on the 1<sup>st</sup> of October, 2019.

4. Use. Lessee shall use the above-described property only for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved permeable parking and other uses consistent with FEMA Flood Mitigation Grant Guidance for open space acquisition. It shall additionally comply with all terms of the Cooperative Endeavor Agreement between the City and the Calcasieu Parish Police Jury recorded in Calcasieu Conveyance Book 3751 commencing at Page 492.

5. Repairs and Maintenance. Lessee shall, at his/her own cost and expense, during the term of this Lease Agreement, keep and maintain the leased premises in accordance with all applicable city ordinances, including the obligation to keep the grass mowed. Lessee shall not construct any structures, buildings, or other appurtenances upon the subject property.



6. Liability and Indemnity. Lessee agrees to carry and furnish public liability insurance for its protection and during the term of this lease and any renewal thereof, with limits of not less than \$100,000.00 for injury, loss or damage sustained by one person in any one incident and not less than the sum of \$250,000.00 for injury, loss or damage sustained by more than one person in any one accident and \$100,000.00 for property damage.

Lessee agrees to indemnify, hold harmless, and defend, Lessor from all claims, including costs and expenses of defending such claims for any injury or damage to any person, or the property of any person, occurring during the term of this lease in or about the Leased Premises from any act or omission of Lessee or Lessee's agents, employees, contractors and/or invitees, for which Lessee would be directly or vicariously liable, including any liability related to the condition or maintenance of the Leased Premises.

7. Assignment and Subletting. Lessee shall not assign this lease or sublease the premises or any part thereof, or mortgage, pledge or hypothecate its leasehold interest, or grant any concession or license within the leased premises without prior express written consent of the Lessor, and any attempt to do any of the foregoing without the Lessor's prior express written consent shall be void. Notwithstanding any such consent, the undersigned Lessee will remain solidarily liable, along with any approved assignee or sublessee which shall automatically become liable for all obligations of the Lessee hereunder, and Lessor shall be permitted to enforce the provisions of this instrument directly against the undersigned Lessee and/or any assignee or sublessee without proceeding in any way against any other person.

8. Access by Lessor. Lessor, its agents and employees, shall have access to and the right to enter upon the leased premises at any reasonable time to examine the condition thereof, to take any action required of Lessor or to show the premises for any reasonable purpose.

9. Remedies. It is understood and agreed that the violation of any clause or provision of this Lease shall entitle Lessor at its option to obtain immediate termination of the Lease.

10. Non-waiver. Neither acceptance of rent by the Lessor nor failure by the Lessor to complain of any action, non-action, or default of the Lessee shall constitute a waiver of any of the Lessor's rights contained herein. Waiver by Lessor of any right for any default of Lessee shall not constitute a waiver of any right for either a subsequent default of the same obligation or any other default.

11. Termination of Lease. Lessee shall have the right to cancel this Lease at any time during the primary term or any extended term upon one hundred eighty (180) days written notice to Lessor.

12. Notice. All notices provided herein to the respective parties shall be given in writing and by certified mail to the following addresses (which shall be updated by written notice to the other party):

Lessor: City of Sulphur

101 N Huntington St  
Sulphur, LA 70663

Lessee: Paula Carlin  
\_\_\_\_\_  
Sulphur, LA 70663

THUS DONE AND SIGNED in Sulphur, Louisiana on this \_\_\_\_ day of September, 2019  
in the presence of the undersigned competent witnesses and Notary Public.

WITNESSES:

LESSOR

\_\_\_\_\_

CITY OF SULPHUR

Printed Name 1:

\_\_\_\_\_

BY: \_\_\_\_\_  
MAYOR MICHAEL E. DANAHAAY

\_\_\_\_\_

Printed Name 2:

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, Id. No. \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

THUS DONE AND SIGNED in Sulphur, Louisiana on this \_\_\_\_ day of September, 2019  
in the presence of the undersigned competent witnesses and Notary Public.

WITNESSES:

LESSEE

\_\_\_\_\_

Printed Name 1:

\_\_\_\_\_

\_\_\_\_\_

PAULA CARLIN

\_\_\_\_\_

Printed Name 2:

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, Id. No. \_\_\_\_\_

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## **EXHIBIT “A” TO LEASE OPEN SPACE LEASED PROPERTY REQUIREMENTS**

Once a property has been mitigated using the Federal Emergency Management Agency (FEMA) hazard mitigation grant funds or other non-disaster FEMA grant funds certain requirements must be adhered to with respect to the future use of that property. All of the following rules must be complied with for such mitigated properties:

- (1) Municipal Zoning Rules
- (2) Parish and Municipal Floodplain Ordinance Requirements
- (3) FEMA Mitigation Grant Requirements
- (4) Other Local Requirements

The goal is to have minimal impact on the floodplain allowing the natural drainage flow characteristics of the property and for the surrounding area to remain as natural as possible. In accordance with that goal and with respect to leases for properties acquired utilizing FEMA disaster or non-disaster grant funds, a decision has been made that no manufactured homes, manufactured offices, recreational vehicles, etc. will be allowed to remain on the lease property even if they are movable and/or temporarily stored on the leased premises. Anything indicative of residential occupancy of the property will not be permitted on any open space leased property.

In addition, no other storage equipment that impedes the flow of flood waters will be allowed. Therefore storage containers with four walls, or anything similar in nature, are not allowed to be located on the open space leased property. While this is both a floodplain and grant requirement, zoning rules may also prevent certain activity on the open space leased property. The storage of any other eligible items must be movable, temporary in nature and in no way connected to the operation of a commercial or governmental facility.

The grant and floodplain requirements are applicable which state that fences and all other obstructions located in a floodway are prohibited. Fences outside of the floodway must be designed to minimize the trapping of debris. The City (and the Parish Floodplain Manager) must approve any fences placed on any open space leased property. Wooden privacy fences will trap debris; therefore, they will not be approved. Any fences installed on open space leased property with this approval must be removed upon termination of the lease at the expense of the lessee and the property must be returned to its previous pre-lease condition. The City will inspect the property upon termination of the lease and any deficiencies identified will be communicated to the previous lessee.

Other examples of ineligible use of open space leased property include but are not limited to: immovable vehicles, above or below ground pumping or storage tanks, flood control structures such as levees, dikes or floodwalls, paved surfaces or impervious parking areas, etc. Examples of allowable uses include vegetable or agricultural cultivations, grazing, public picnic shelters/pavilions/gazebos (no walls), unpaved access roads or driveways, small boat ramps, if previously approved, extensions of neighboring back yards as green space.

No electrical connections are allowed on the property without approval by the City and Parish Floodplain Manager. Permitting may be required and will be strictly enforced as to any limitations of approved uses. The above and foregoing restrictions in this Exhibit are non-exclusive restrictions, and the restrictions referenced in the Lease shall always be applicable and followed by the Lessee.



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

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

Surplus

**VEHICLES**

**VALUE**

2007 Dodge, Vin #1193	\$ 1000
2007 Ford Taurus, Vin #5315	\$ 500
2007 Ford Taurus, Vin # 5314	\$ 500

**FIRE**

Transmitters: Model #T5365A	To Be Donated to CPSO
360CEX008	
360CEF009	
360CEX007	
360CEF008	
360CEF007	
360CEF006	
360CEF005	

**POLICE**

8 Office Desks (various condition)	\$ 25.00 each
------------------------------------	---------------

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

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

APPROVED AND ADOPTED by  
the City Council of the City of Sulphur,  
Louisiana, on this \_\_\_\_\_day of  
\_\_\_\_\_, 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 appointing a member to the Sulphur Industrial Development Board.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby appoint Seth Gilmore to the Sulphur Industrial Development Board with term to expire July, 2025.

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

RESOLUTION NO. \_\_\_\_\_, M-C SERIES

Resolution authorizing the advertisement of bids for emergency lights, consoles and partitions for new police units.

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 emergency lights, consoles and partitions for new police units, said bids to be in accordance with the quantities and specifications on file with the City of Sulphur Purchasing Department, 101 North Huntington Street, 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 emergency lights, consoles and partitions for new police units will be received by the Clerk of the Council until 10:00 a.m. on the 4th day of September, 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 Finance in the Conference Room at the City Hall, and the City Council shall at a regular meeting on the 9th day of September, 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](http://www.bidexpress.com); free membership is required to access. Said bids to be in accordance with the quantities and specifications on file with the City of Sulphur Purchasing Department, 101 North Huntington Street, 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 9th day of September, 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

**ENGINEER'S ESTIMATE FOR PROJECT - \$2,300,000.00**

**RESOLUTION NO.** \_\_\_\_\_ **, M-C SERIES**

Resolution awarding low bid received for Verdine Water Plant New Ground Storage Tank.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that bids for Verdine Water Plant New Ground Storage Tank were opened and read aloud in an open and public bid session on Tuesday, July 16, 2019 at 11:00 a.m. and bids were as follows:

<b><u>Company</u></b>	<b><u>Base Bid Amount</u></b> <b>(Bolted Steel Glass-Line Tank)</b>	<b><u>Alternate No. 1</u></b> <b>(Prestressed Concrete Tank)</b>	<b><u>Total</u></b>
NCMC, LLC	\$2,377,000.00	- \$465,000.00	\$1,912,000.00
McInnis Brothers Construct., Inc.	\$2,345,000.00	- \$395,000.00	\$1,950,000.00
Tullier Services, LLC	\$2,556,000.00	- \$568,000.00	\$1,988,000.00
Wharton-Smith, Inc.	\$2,563,700.00	- \$511,700.00	\$2,052,000.00
Trek, Inc.	\$2,594,096.00	- \$420,159.00	\$2,173,937.00
Alfred Palma, LLC	\$2,600,000.00	- \$400,000.00	\$2,200,000.00

BE IT FURTHER RESOLVED that the City Council does hereby accept the recommendation of Mayor Mike Danahay and award the bid, contingent upon City budgetary funding allocations, for Verdine Water Plant New Ground Storage Tank as follows:

<b><u>Company</u></b>	<b><u>Base Bid Amount</u></b> <b>(Bolted Steel Glass-Line Tank)</b>	<b><u>Alternate No. 1</u></b> <b>(Prestressed Concrete Tank)</b>	<b><u>Total</u></b>
NCMC, LLC	\$2,377,000.00	- \$465,000.00	\$1,912,000.00

BE IT ALSO FURTHER RESOLVED that Mayor Mike Danahay is authorized to sign all paperwork in connection therewith.



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



**Meyer & Associates, Inc.**  
**Consulting Engineers**

Vernon F. Meyer, P.E.  
President

Richard T. Meyer, P.E.  
Vice President

**RECEIVED**

JUL 23 2019

by: 

July 26, 2019

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

RE: Bid Review and Award Recommendation  
City of Sulphur  
Verdine Water Plant New Ground Storage Tank and Piping  
City Project ID WPVERD  
MAI No. A8-18034-DA

Dear Mayor Danahay,

In regard to the referenced project, Meyer & Associates, Inc. offer the following Bid Evaluation and Award Recommendation concerning the bids received on July 16, 2019.

**BID SUMMARY AND EVALUATION**

The following is a summary of the six (6) bids received:

Contractor	Total Base Bid	Alternate No. 1	Total
NCMC, LLC	\$2,377,000.00	-\$465,000.00	\$1,912,000.00
McInnis Brothers Construction, Inc.	\$2,345,000.00	-\$395,000.00	\$1,950,000.00
Tullier Services, LLC	\$2,556,000.00	-\$568,000.00	\$1,988,000.00
Wharton-Smith, Inc.	\$2,563,700.00	-\$511,700.00	\$2,052,000.00
Trek, Inc.	\$2,594,096.00	-\$420,159.00	\$2,173,937.00
Alfred Palma, LLC	\$2,600,000.00	-\$400,000.00	\$2,200,000.00
Engineer's Estimate	\$2,300,000.00	N/A	N/A

A detailed breakdown of the bid tabulation is enclosed herewith for your review.



Mayor Mike Danahay  
July 26, 2019  
Page 2

A review of the bid summary reveals the lowest responsible bidder for the Base Bid (Bolted Steel Glass-Line Tank) is McInnis Brothers Construction, Inc. with a total bid of \$2,345,000.00. The McInnis Brothers Construction, Inc. Base Bid is based upon installation of an Aquastore bolted steel glass-lined tank.

A review of the bid summary reveals the lowest responsible bidder for the Base Bid Alternate No. 1 (Prestressed Concrete Tank) is NCMC, LLC with a total bid of \$1,912,000.00. The NCMC, LLC Base Bid Alternate No. 1 is based upon the installation of a Crom Corporation prestressed concrete tank.

It is our opinion that both the Base Bid and the Base Bid Alternate No. 1 amounts provided competitive and reasonable cost for performing the work called for in the plans and specifications. However, the utilization of the Base Bid Alternate No. 1 (Prestressed Concrete Tank) will result in a capital construction cost savings of \$433,000.

#### **AWARD RECOMMENDATION**

Meyer & Associates, Inc. recommends award of the construction contract on the basis of the Base Bid Alternate No. 1 to the lowest responsible bidder NCMC, LLC in the amount of \$1,912,000.00. This recommendation is contingent upon City budgetary funding allocations. Upon the City's concurrence with this award, the Notice of Award and Construction Contracts will be forthcoming under separate cover.

We trust our recommendation meets with your approval; and should you have any questions concerning same, please advise.

Sincerely,



Wayne Harris, P.E.

#### **Attachments**

cc: Mrs. Stacy Dowden w/ atts  
Mrs. Gina Quibodeaux w/ atts  
Mrs. Arlene Blanchard w/ atts  
Mrs. Tina Trahan w/ atts