

AGENDA  
SULPHUR CITY COUNCIL MEETING  
**MONDAY, FEBRUARY 14, 2022, AT 5:30 P.M.**

THERE WILL BE A REGULAR MEETING OF THE SULPHUR CITY COUNCIL **MONDAY, FEBRUARY 14, 2022, 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 Sulphur Armed Forces Commission. I02-22 (Mayor Danahay)
2. PRESENTATION of Audit for fiscal year ending June 30, 2021, and Resolution accepting same. RES07-22 (Mayor Danahay)
3. Extension for temporary housing in recreational vehicles due to damage caused by Hurricane Laura for the following addresses:
  - a. To extend temporary housing in a recreational vehicle at 413 West Elizabeth Street, in accordance with Ordinance No. 1693.
  - b. To extend temporary housing in a recreational vehicle at 110 Garden Street, in accordance with Ordinance No. 1693.
  - c. To extend temporary housing in a recreational vehicle at 2313 Royal Oak Lane, in accordance with Ordinance No. 1693.
  - d. To extend temporary housing in a recreational vehicle at 208 Roberta Circle, in accordance with Ordinance No. 1693.
4. INTRODUCTION OF ORDINANCE granting a variance to Regina Perry, 767 North Claiborne Street, to allow for a mobile home to be 384 sq. ft. rather than the required 600 sq. ft. ORD13-22 (Dru Ellender)
5. INTRODUCTION OF ORDINANCE amending Ordinance No. 1745, M-C Series – Abandoned Vehicles and Nuisance Vehicles. ORD14-22 (Mayor Danahay)

6. INTRODUCTION OF ORDINANCE amending Chapter 12 of the Code of Ordinances of the City of Sulphur to create Article V – Junked Items. ORD15-22 (Mayor Danahay)
7. PUBLIC HEARING on ordinance granting a rezone to Michael Fontenot, parcel south of 33 Center Avenue, from Residential to Mixed Residential to allow for a duplex. ORD16-22 (Mandy Thomas)
8. PUBLIC HEARING on ordinance authorizing Mayor Danahay to enter into a Cooperative Endeavor Agreement with the Department of the Treasury, State of Louisiana to receive allocated funds for Water Well No. 13 (North Water Well). ORD17-22 (Mayor Danahay)
9. PUBLIC HEARING on ordinance authorizing Mayor Danahay to sign vehicle application, title, registration, bill of sale and/or any other transfer documents from the record owner for property located at 799 West Burton Street and setting a public hearing on said ordinance. ORD18-22 (Mayor Danahay)
10. PUBLIC HEARING on ordinance authorizing the sell of property located at 799 West Burton Street. ORD19-22 (Mayor Danahay)
11. RESOLUTION awarding low bid for A9-21033-Sulphur Wastewater Plant Phase 1 SBR Process Improvements – Installation of Decant Control Butterfly Valves. RES08-22 (Mayor Danahay)
12. RESOLUTION indicating the intention of the City of Sulphur, State of Louisiana, to approve the two (2) year appointment of Michael E. Danahay as a Director to the Board of Louisiana Local Government Environmental Facilities and Community Development Authority. RES09-22 (Mayor Danahay)
13. Consideration of going into Executive Session to discuss the following lawsuit:  
  
CHARMAINE Y. COLSTON  
VS. 19-1506  
CITY OF SULPHUR
14. RESOLUTION authorizing Mayor Mike Danahay to settle the following lawsuit:  
  
CHARMAINE Y. COLSTON  
VS. 19-1506  
CITY OF SULPHUR
15. PUBLIC COMMENT - 3 MINUTES PER SPEAKER - ONLY SPEAK 1 TIME PER ITEM.

*This ends the public comment section of the meeting.*

## ADJOURNMENT

The next regular City Council meeting will be held on Monday, March 14, 2022, at 5:30 p.m. in the Council Chambers located at 500 North Huntington Street, Sulphur, LA.

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

Resolution accepting Audit for Fiscal Year ending June 30, 2021.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby accept Audit for Fiscal Year ending June 30, 2021.

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

\_\_\_\_\_  
JOY ABSHIRE, Chairman

ATTEST:

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk



ORDINANCE NO.                      M-C SERIES

ORDINANCE GRANTING A VARIANCE TO REGINA PERRY, 767 NORTH  
CLAIBORNE STREET, TO ALLOW FOR A 384 SQUARE FOOT MOBILE  
HOME RATHER THAN THE REQUIRED 600 SQUARE FOOT.

WHEREAS, in accordance with Chapter 14-5 (a) (1) of the Code of Ordinances of the City of Sulphur, Louisiana, a mobile/manufactured home shall be a minimum size of six hundred (600) square feet.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a variance to Regina Perry, 767 North Claiborne Street, to allow for a 384 square foot mobile home rather than the required 600 square foot for the following described property:

COM 1743 FT N AND 30 FT W OF SE COR E ½ E ½ SE 28.9.10 TH N 33 FT  
W 116 FT ETC

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

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

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

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

BE IT FURTHER ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a variance to Regina Perry, 767 North Claiborne Street, to allow for a 5384 square foot mobile home rather than the required 600 square foot.

APPROVED AND ADOPTED by  
the City Council of the City of Sulphur,  
Louisiana, on this \_\_\_\_\_ day of  
\_\_\_\_\_, 2021.

\_\_\_\_\_  
JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, 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 \_\_\_\_\_, 2021, the foregoing ordinance which has approved/vetoed by the Mayor.

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk



CITY OF SULPHUR  
APPLICATION FOR

DEVELOPMENT APPROVAL - VARIANCE

Date Received 10/27/21 \$50.00 Fee (Non-Refundable) pd.  
(Exact cash or check only)

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

Print Name Regina L. Perry

Date 10/27/21

PROPERTY OWNER INFORMATION

Name of Property Owner Regina L. Perry

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

Mailing Address: 767 N. Claiborne St.

Email: regina 9254@bellsouth.net

Phone Number (H) 337-532-8608 (W) same (C) same

PROPERTY INFORMATION

Location Address: 767 N. Claiborne St. Sulphur, LA 70663

Present Zoned Classification: residential - mixed

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

see attachment

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

RG

VARIANCE REQUEST INFORMATION

Purpose of Variance Request: To allow a 590 sq foot mobile home rather than the required 600 sq ft.

384

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 Regina L. Perry Date: 10/27/21

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

Yes

No

N/A

✓

\_\_\_\_\_

\_\_\_\_\_

✓

\_\_\_\_\_

✓

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

✓

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

✓

✓

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

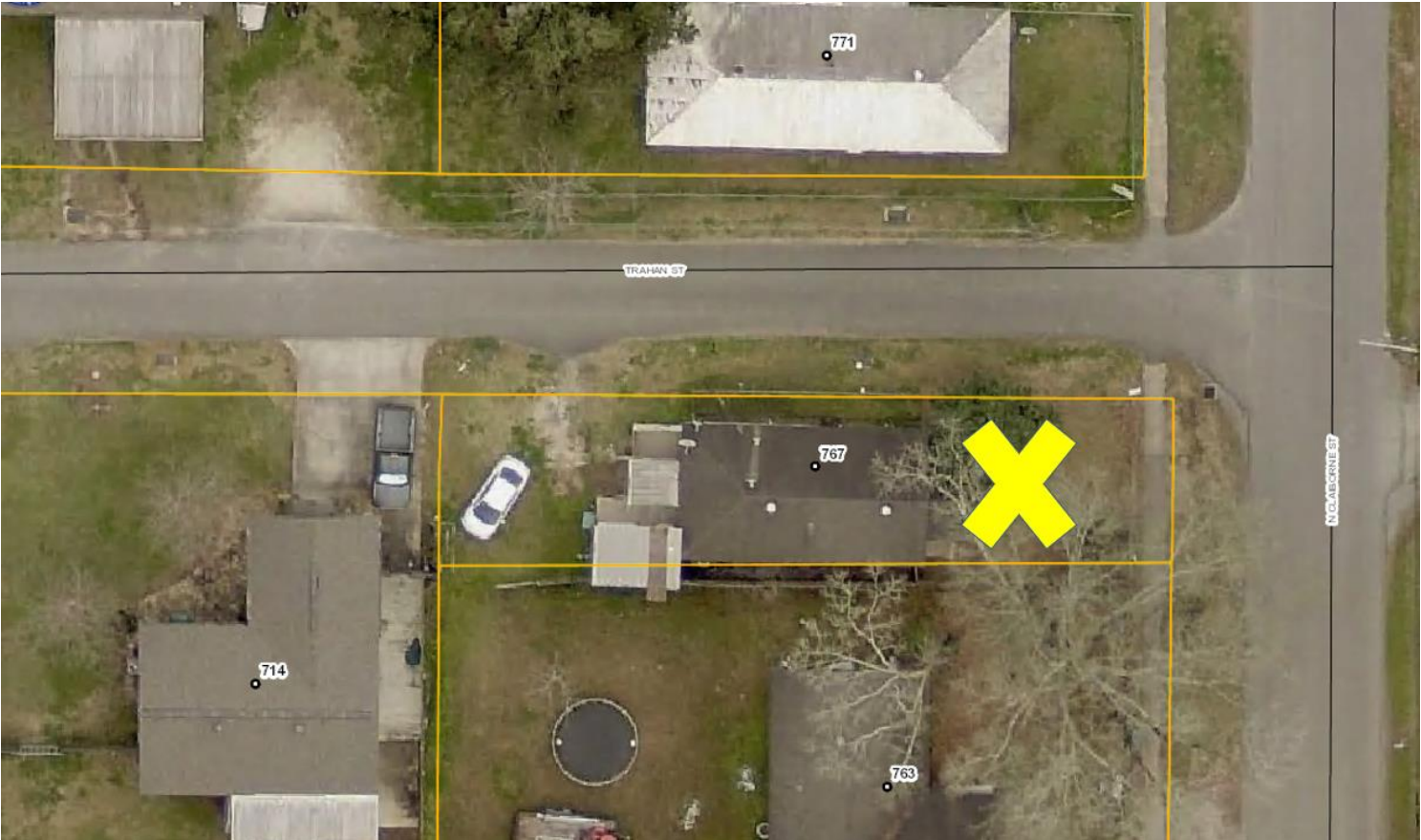
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_







---

ORDINANCE NO.      , M-C SERIES

ORDINANCE AMENDING ORDINANCE NO. 1745, M-C SERIES –  
ABANDONED VEHICLES AND NUISANCE VEHICLES.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Ordinance No. 1745, M-C Series – Abandoned Vehicles and Nuisance Vehicles to read as follows:

**ARTICLE III. ABANDONED VEHICLES AND NUISANCE VEHICLES**

**Sec. 12-31. Definitions.**

For the purpose of this article, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense shall include the future words; words used in the plural number include the singular number; and words used in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

*City* is the City of Sulphur, Louisiana, a municipal corporation organized under the laws of the state, acting pursuant to and under the police power vested in the city.

*Chief building official/ordinance enforcement officer* is the designee of the Director of Municipal Services.

Abandoned vehicles and nuisance vehicles, shall be defined as:

- (1) Creating conditions detrimental to the health, welfare, and safety of the residents of the city by promoting blight and deterioration, inviting plundering, creating fire hazards, constituting a potential attractive nuisance to minors, harboring, or creating breeding grounds for flies, mosquitoes, snakes, rats, and other pests and vermin in or on the premises.
- (2) Motor vehicles, which are self-propelled and designed to travel along the ground, on the water, in the air, and shall also include non-motorized, are not limited to automobiles, buses, motor bikes, motorcycles, motor scooters, trucks, tractors, boats, go-carts, airplanes, watercraft recreational vessels, motor homes, travel trailers, utility trailers, boat trailers, which, by reason of deterioration through rusting, rotting or otherwise, have become inoperable and/or unusable for the purposes for which they were intended.

*Abandoned vehicle* means a motor vehicle that is left for more than (10) ten days in any of the following circumstances:

- (a) Unattended on public property
- (b) On the shoulder or within the right-of-way of an interstate, multi-lane road, street, or highway, two-lane road, street, or highway, or any road, street or thoroughfare within the City limits of Sulphur.
- (c) Illegally on public property
- (d) On private property without the consent of the owner or person in control of the property.

*Nuisance or junked vehicle* means a motor vehicle where any one or more of the following factors are present and which, in the aggregate, evidence that the motor vehicle is not being used and maintained as an operating motor vehicle and the condition of the motor vehicle or the surrounding area does not indicate that active on-going efforts are underway to return the motor vehicle to operating condition within the immediate future. The factors which may indicate that a motor vehicle is a nuisance vehicle include one or more of the following:

- (a) The motor vehicle is partially dismantled, partially disassembled or wrecked, or lacks major mechanical or body parts;
- (b) The motor vehicle is not capable of movement under its own power in the manner in which it was originally intended, or is otherwise inoperable for use as a motor vehicle; testing for operability of forward movement a minimum of 10 feet and/or backward movement a minimum of 10 feet.

- 
- (c) Based upon the records of the city or from the condition of the motor vehicle, it is readily apparent that it is and has remained inoperable for a period in excess of 30 days;
  - (d) The motor vehicle has one or more tires missing or not reasonably inflated to the extent they are useable, or has one or more broken or severely cracked windows;
  - (e) The motor vehicle does not have one or more of the following: a current license plate, registration, motor vehicle inspection sticker and/or it is evident that the motor vehicle is not currently operable in a legal manner;
  - (f) The motor vehicle is located in an area of a growth of weeds, grass or other noxious vegetation over twelve (12) inches in height;
  - (g) The location or condition of the motor vehicle makes it a possible breeding ground or harbor for mosquitoes, other insects, rats, snakes, or other vermin;
  - (h) The motor vehicle is a point of collection for pools or ponds of water;
  - (i) The motor vehicle is a point of concentration of quantities of gas or oil or other flammable or explosive materials;
  - (j) The motor vehicle is a point of collection of garbage, food waste, animal waste or other putrescent matter, or of trash, junk or similar collection of items, alone or in the aggregate;
  - (k) The motor vehicle has sharp or jagged parts, or has sharp or otherwise dangerous edges or points of metal, plastic or glass;
  - (l) The motor vehicle has areas of confinement (trunk, no doorknobs/window handles) which cannot be operated from the interior of those areas;
  - (m) The motor vehicle has been utilized by minors for recreational activities within the previous 60 days;
  - (n) The motor vehicle is situated or located haphazardly, or is in danger of falling or turning over;
  - (o) The motor vehicle has an accumulation of factors that make it a health or safety hazard.
- (3) Exceptions: The provisions hereto shall not apply to:
- a. A motor vehicle which is completely enclosed within a building, garage, or under a carport, **or is covered with a vehicle cover and is in good condition (tarps are not considered a vehicle cover) is otherwise covered** and placed at the rear of a residence or other primary structure which is properly maintained and located on the property in such a manner that the vehicle is not visible from the street or other public or private property. Motor vehicle/vehicles not enclosed in a building, garage, or under a carport or placed at the rear of a primary structure shall be enclosed on all boundary lines behind a proper fence of suitable and substantial fence material non-transparent not less than six (6) feet, nor more than eight (8) feet high, and shall properly screen said enclosed vehicle or vehicles causing it to not be visible from the street or other public or private property. Provided further, said fence shall be kept in a constant state of good repair, shall also meet the aesthetic requirements for that area of the city and that no signs or other advertising matter of any kind of character shall be placed upon said fence.
  - b. Any motor vehicle which is 25 years old or older retained by the owner for antique collection purposes; and significantly in its original condition, and which displays a registered antiques license plate, rather than retained by the owner for salvage or for transportation unless the vehicle presents a nuisance, which shall be separately regulated and enforced under the nuisance laws of the City.
  - c. Any motor vehicle upon which regular work is being conducted to make it inspection-ready providing that said work is complete within six (6) months of date violation was communicated to property owner.

*Office of ordinance enforcement* in and for the city, shall be the duly authorized agent of the director of inspection, permits, licensing and ordinance enforcement department for the enforcement of section 12-31.

---

*Person* is any individual, firm partnership, association, corporation, company or organization of any kind.

**Sec. 12-32. Junked motor vehicles declared as public nuisance.**

The presence of any junked motor vehicle on any private lot, tract or parcel of land, or portion thereof, occupied or unoccupied, improved or unimproved, within the city shall be deemed and is hereby declared a public nuisance; and it shall be unlawful for any person to cause or maintain such a public nuisance by wrecking, dismantling, partially dismantling, rendering inoperable, abandoning or discarding any motor vehicle on the real property of another or to suffer, permit or allow any junked motor vehicle to be parked, left or maintained on his/her real property; provided that this section shall not apply with regard to:

- (1) Any junked motor vehicle or vehicles in an enclosed building;
- (2) Any junked motor vehicle or vehicles in an appropriate storage place or depository maintained at a location where such business is authorized under regulatory ordinances of the city.
- (3) Any junked motor vehicle maintained behind a six-foot fence properly maintained and enclosed on all boundary lines with a proper, suitable and substantial fence non-transparent not less than six (6) feet, nor more than eight (8) feet high, and properly screening said enclosed vehicle or vehicles and is not otherwise visible from the street or other public or private property. Provided further, said fence shall be kept in a constant state of good repair, shall also meet the aesthetic requirements for that particular area of the city and that no signs or other advertising matter of any kind of character shall be placed upon said fence.

**Sec. 12-33. Notice to owner or occupant to abate public nuisance on occupied or on non- occupied premises.**

- (a) Whenever any such public nuisance exists on occupied or non-occupied premises within the city in violation of Section 12-32 hereof, the chief building official/ordinance enforcement officer or his duly authorized agent shall order the owner of the premises, if in possession thereof, or the occupant of the premises whereon such public nuisance exists to abate or remove the same or require that any vacant lot or parcel of property, or any unused portion on any occupied lot or other parcel of property, used for the storage of junked vehicles, as described and defined, shall be surrounded or enclosed by an approved fence or other nontransparent enclosure of uniform material, design and construction at least six (6) feet in height from ground level and no more than eight (8) feet high that is aesthetically compatible with the surrounding area, fence, or other nontransparent enclosure which shall be maintained by the owner or the lessee of the premises at his cost: further, the owner or lessee of the premises shall be required to take such action as may be recommended by the parish health department, or the state health department, to prevent the breeding of flies, mosquitoes, snakes, rats and other pests and vermin in or on the premises. The order shall:
  - (1) Be in writing.
  - (2) Specify the public nuisance and its location.
  - (3) Specify the corrective measures required; and
  - (4) Provide for compliance within ten (10) days from service thereof.
- (b) Such order shall be served upon the owner of the premises of occupied or non-occupied or the occupant or the owner of the vehicle by having him/her served personally or by sending the order by certified mail, return receipt requested, to the address of the premises or the address of the owner of the vehicle as shown by the department of motor vehicles and such certified mail is refused, the owner is deemed to have received notice and the ten (10) day period commences to run on the date of refusal.
- (c) Within ten (10) days after service of notice, the owner or occupant of the premises or the owner of the vehicle shall abate the nuisance by:
  - (1) Removing the nuisance from the premises, or
  - (2) Commencing repairs to the vehicle sufficient to disqualify the vehicle as an abandoned or junked vehicle.

---

If the owner or occupant of the occupied or non-occupied premises fails or refuses to comply with the order of the chief building official/ordinance enforcement officer or his duly authorized agent within the ten (10)-day period after service thereof this shall constitute a misdemeanor, and the chief building official/ordinance enforcement officer may issue a misdemeanor summons and a penalty of a fine of up to five hundred (\$500.00) dollars or six months imprisonment or both for each violation and may subject the owner or occupant of the premises or his duly authorized agent and/or shall take possession of the junked motor vehicle or vehicles as defined in Section 12-31 subsection (2) and remove it/them from the premises. The chief building official/ordinance enforcement officer or his duly authorized agent shall remove and dispose of the junked motor vehicle or vehicles in the following manner:

- (1) Prior to the disposition of any junked vehicle, the ordinance enforcement officer shall place on the windshield of an abandoned, stripped or junked motor vehicle a notice of removal, which notice shall be placed on the vehicle windshield at least twenty-four (24) hours prior to its removal. The notice shall state that the vehicle, unless corrective measures outlined by the chief building official/ordinance enforcement officer are taken within ten (10) days, shall be considered public property and removed by the City of Sulphur or by a tow truck operator acting on behalf of the city and may dispose of the vehicle pursuant to the Louisiana Towing and Storage Act. La R.S. 32:1711. In the event that the owner or occupant of the premises upon which the derelict or junk vehicle is located is to be taxed for the costs of abatement, reasonable notice shall also be sent to the owner or occupant of said premises, directing that the vehicle be removed from its location.

The notice shall further state the following:

- a. The date of notice was placed on the junked motor vehicle or vehicles as defined in Section 12-31 subsection (2) and served on the property owner.
- b. The date the ten (10) day notice will expire.
- c. The authority to be contacted by any person claiming to have an adverse interest in the vehicle, or to evidence that the required corrective measures have been taken or performed.

Such notice shall be placed on the windshield or in a prominent place on the abandoned, stripped or junked motor vehicle so as to be plainly in the public view, and a copy also served on the owner of the property where the junked motor vehicle is located.

- (2) The department of ordinance enforcement, after the time provided for above has expired, shall remove or cause to be removed, the abandoned, stripped or junked motor vehicle from the property where located, and after applicable deadlines have run under this Chapter is hereby authorized to convey the vehicle to a scrap iron dealer approved or other approved depository by the director of municipal services and the purchasing agent, for sale as scrap iron or otherwise.
- (3) All abandoned, stripped, or junked motor vehicles removed from the city streets, occupied, or unoccupied property in accordance with this section shall be subject to a towing charge, service charge, and/or removal charge of no less than five hundred (\$500.00) dollars, which charges shall be due by the owner of the property where the vehicle was removed from or any person claiming an interest in the abandoned, stripped, or junked motor vehicle. If after the removal of the junked motor vehicle or vehicles the deemed owner fails to pay all associated costs or expenses for said removal within the ten (10) day period, the city after due notice, shall have the tax collector of the city furnish the owner, as shown on the last assessment rolls of the city, by registered mail, a written statement showing the cost or expense incurred for the work, together with all authorized charges incurred in the removal of the property or place on which the work was done. If the statement is not paid within one (1) month thereafter, the amount thereof shall be included in and shall form part of the taxes due by the owner of the property, and when collected shall be credited to the general fund of the city.
- (4) If applicable, the director of municipal services shall furnish a report to the director of motor vehicle division of the department of revenue of the state each month, with the following information:



- 
- a. Location where the junked or stripped motor vehicle was abandoned.
  - b. All identification information available.
  - c. Date of transfer/sale and name and address of scrap iron dealer, towing service or dismantler to whom vehicle was transferred for final disposition.
  - d. Any proceeds received from the sale of abandoned, junked, wrecked or used motor or non-motor vehicles as defined in Section 12-31 subsection (2), junked or discarded or abandoned after their removal from the streets of the City or from private property, shall accrue to the general fund of the City.
- (5) Emergency removal of abandoned vehicles or nuisance vehicles.
- a. In circumstances where the location of the vehicle or its condition present an immediate safety concern as determined by the chief building official/ordinance enforcement officer or his duly authorized agent may forgo notice to the property owner, registered owner of the vehicle, and lien holders, as may be applicable, and immediately remove the vehicle.
  - b. The vehicle or vehicles will be stored, and the respective owners and or lien holders, as may be applicable, shall be given notice in accordance with provisions of the ordinance.
- (6) The implementation of any of the remedies set forth shall not limit the authority granted in any sections of this ordinance nor otherwise limit the ability of the City to proceed under the authority of any other provision of this Code or of Louisiana Law.

**Sec. 12-34. Record of sales of abandoned, stripped or junked vehicles.**

The department of ordinance enforcement shall keep a complete record of all abandoned, stripped or junked motor vehicles removed from private property or city streets, with details as to the date of placing a ten (10) day notice, date of removal from private property or city streets, name and address of scrap iron dealer, towing service, dismantler or depository to whom the stripped or junked motor vehicle was taken.

- (1) For the purpose of carrying out the provisions of this article, the City of Sulphur is authorized to enter into a contract with an approved towing service, scrap dealer, dismantler or depository. After compliance with this chapter and forty-eight (48) hours after removal, title to any junked motor vehicle shall pass to the contractor. The junked motor vehicles (s) after compliance herewith, shall be disposed of by the contractor. Forty-eight (48) hours after the junked motor vehicle is transferred to contractor, the city shall be relieved of all liability for the vehicle or vehicles.
- (2) All contractors under this chapter shall carry liability insurance in amounts provided by the purchasing agent, shall own such equipment as may be required or necessary to properly carry out the contract and shall agree to hold the city free and harmless from any claims arising out of the work performed. The contracts to be so executed shall be approved by the office of the city attorney as to form.
- (3) In the event contracts are executed with more than one (1) contractor, the director of municipal services shall make assignments on an approved rotating basis so that all contractors will be given an equal number of assignments to the extent feasible and practical.

**Sec. 12-35. Appeals to nuisance vehicle abatement.**

- (a) Any person desiring to appeal the requirements of the notice shall request a hearing, in writing, before the City Council within ten (10) days of receipt of the notice. Any person aggrieved by the decision of the City Council shall have the right to appeal to the District Court of appropriate jurisdiction within thirty (30) days of the decision by the City Council.
- (b) If the owner of the premises so desires, he may, after the appeal to the City Council, request within ten (10) days of the clerk of the city, either in person or in writing and without the requirement of bond, that a date and a time be set when he may appear before the District court for a trial to determine whether or not he is in violation of this ordinance, and whether or not the location and continued existence of the junked motor vehicle or vehicles as described in Section 12-31 subsection (2) on this property constitutes a public nuisance.

**Sec. 12-36. Preliminaries to trial in court.**

---

Upon receiving the request for trial, made as hereinabove provided, the clerk of the city shall forthwith notify the office of the city attorney. Upon being so notified, the city attorney or his designated assistant shall cause an affidavit to be prepared and filed charging that the owner or occupant of the occupied or non-occupied premises, as the case may be, has violated the provisions of this article. After service of the warrant, the complaint shall be placed on the docket of the appropriate court and tried in the same manner as are violations of other city ordinances.

**Sec. 12-37. Trial in the city court.**

Upon a finding that the defendant is in violation of this chapter, the defendant shall be deemed guilty of a misdemeanor and subject to a fine in accordance with the penalty provision hereinafter set forth. The city court shall further order the defendant to remove and abate the nuisance within ten (10) days, the same being a reasonable time, or render such other judgment or order as may be appropriate under the circumstances. If the defendant shall fail and refuse, within the ten (10) days to abate or remove the nuisance, the city court may issue an order directing the director of municipal services to have the same removed, and the director of municipal services or his duly authorized agent shall take possession of the junked motor vehicle and remove it from the premises. The director of municipal services or his duly authorized agent shall thereafter dispose of the junked motor vehicle in the manner provided in section 12-33 above.

**Sec. 12-38. Removal with permission of owner or occupant.**

If, within ten (10) days after receipt of notice from the director of ~~public works~~ **municipal services**, or his duly authorized agent, to abate the nuisance, as herein provided, the owner or occupant of the premises shall give his written permission to the director of public works, or his duly authorized

agent for removal of the junked motor vehicle from the premises, the giving of such permission shall be considered compliance with the provisions of this chapter with all associated costs for removal assessed back to the owner or occupant whichever the case may be. If after the removal of the junked motor vehicle or vehicles the deemed owner or occupant fails to pay all associated costs or expenses for said removal within the ten (10) day period, the city after due notice, shall have the tax collector of the city furnish the owner or occupant, as shown on the last assessment rolls of the city, by registered mail, a written statement showing the cost or expense incurred for the work, together with all authorized charges incurred in the removal of the property or place on which the work was done. If the statement is not paid within one (1) month thereafter, the amount thereof shall be included in and shall form part of the taxes due by the owner of the property, and when collected shall be credited to the general fund of the city.

**Sec. 12-39. Removal from unoccupied premises by order of city court.**

If there is a junked motor vehicle, as herein defined, on premises that are unoccupied, and neither the owner of the premises nor the owner of the vehicle can be found and notified to remove the junked vehicle or vehicles, then upon a showing of such facts to the city court, the city court may issue an order directing the director of municipal services to have the junked vehicle or vehicles removed, and the director of municipal services or his duly authorized agent shall take possession of the junked motor vehicle or vehicles and remove it from the premises. The director of municipal services or his duly authorized agent shall thereafter dispose of the junked motor vehicle or vehicles in the same manner as provided in section 12-33. Any and all associated costs shall be assessed back to the owner or occupant whichever the case may be.

**Sec. 12-40. Evidence of abandonment.**

If a junked motor vehicle or vehicles, as defined in this chapter has been situated on the private property of another, without that person's permission, for a period of sixty (60) days or longer, this fact shall be prima facie evidence that the owner of the vehicle or vehicles has abandoned same.

**Sec. 12-41. Penalty.**

Any person, violating any of the provisions of this chapter shall be guilty of a misdemeanor, and upon conviction shall be subject to a fine of not more than five hundred dollars (\$500.00) or imprisonment for not more than six (6) months, or both. Each transaction in violation of any of the provisions hereof shall be deemed a separate offense.

---

**Sec. 12-42. Notice to owners; duties of city; charging of cost to owner.**

- (a) If any person shall fail to remove any junked motor vehicle or vehicles on any private lot, tract or parcel of land, or portion thereof, occupied or unoccupied, improved or unimproved, within the city, notice shall be given to the owner of the lot, place or area, as shown on the last assessment roll of the city, which notice shall be served by the ward marshal in and for the city and given by registered mail, addressed in accordance with the tax rolls of the city. Notice will be sent to the owner once per calendar year.
- (b) If no action has been taken by the owner of the property within ten (10) days after notice has been given as above provided, or the registered mail is returned to the city with no forwarding address, then the mayor shall employ the necessary labor and proceed to perform the necessary work to remove the junked motor vehicle or vehicles as stated in section 12-31, and charge the owner thereof the actual expenses for the work performed together with the charges authorized to tow junked motor vehicles by section 12-33.
- (c) If, after the removal of the junked motor vehicle or vehicles, by the city after due notice as above provided the costs or expense thereof has not been paid within ten (10) days, the tax collector of the city shall furnish the owner, as shown on the last assessment rolls of the city, by registered mail, a written statement showing the cost or expense incurred for the

---

work, together with the charges authorized by section 12-33 of the place or property on which the work was done. If the statement is not paid within one (1) month thereafter, the amount thereof shall be included in and shall form part of the taxes due by the owner of the property, and when collected shall be credited to the general fund of the city.

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

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

\_\_\_\_\_  
JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the  
foregoing Ordinance has been  
presented to the Mayor on this  
\_\_\_\_ day of \_\_\_\_\_,  
2022, at \_\_\_\_\_ o’clock \_\_\_\_ .m.

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received  
from the Mayor at \_\_\_\_\_ o’clock \_\_\_\_ .m.  
on this \_\_\_\_ day of \_\_\_\_\_, 2022,  
the foregoing ordinance which has been  
approved/vetoed by the Mayor.

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk

---

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

ORDINANCE AMENDING CHAPTER 12 OF THE CODE OF ORDINANCES  
OF THE CITY OF SULPHUR TO PROVIDE FOR ARTICLE V – JUNKED  
ITEMS.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Chapter 12 of the Code of Ordinances of the City of Sulphur to provide for Article V – Junked Items to read as follows:

***ARTICLE V. JUNKED ITEMS***

**Sec. 12-54. Definitions.**

For the purpose of this article, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense shall include the future words; words used in the plural number include the singular number; and words used in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

*City* is the City of Sulphur, Louisiana, a municipal corporation organized under the laws of the state, acting pursuant to and under the police power vested in the city.

*Chief building official/ordinance enforcement director* is the designee of the director of municipal services.

*Junked item* shall be:

- (1) Any unused major electrical appliance and/or parts thereof, including, but not limited to, washing machines(s), clothes dryer(s), refrigerators(s), and freezer(s).
- (2) Recreational vehicles, motor homes, travel trailers, machinery and/or equipment or parts thereof other than junked motor vehicles and unused major electrical appliances which, by reason of deterioration through rusting, rotting or otherwise, have become inoperable and/or unusable for the purposes for which they were intended.
- (3) Construction debris.
- (4) Waste paper, boxes and crates and/or parts thereof.

~~*Junked motor vehicle* is any motor vehicle which is missing both a valid license plate or plates and a valid motor vehicle safety inspection certificate, and the condition of which is one (1) or more of the following:~~

- ~~(1) Wrecked to the extent that it would not pass inspection;~~
- ~~(2) Dismantled to the extent that it would not pass inspection;~~
- ~~(3) Discarded on someone's property other than the vehicle owner's;~~
- ~~(4) Exceptions: The provisions hereto shall not apply to:~~

- 
- a. Any motor vehicle in operable condition specifically adapted or constructed for racing or operation on privately owned drag strips or raceways;
  - b. Any motor vehicle retained by the owner for antique collection purposes; provided that the vehicle is registered with the state as an antique automobile, rather than retained by the owner for salvage or for transportation; nor
  - c. Any motor vehicle upon which regular work is being conducted to make it inspection ready providing that said work is complete within six (6) months of date violation was communicated to property owner.
  - d. Any motor vehicle stored as the property of a member of the Armed Forces of the United States who is on active duty assignment.

*Office of ordinance enforcement* in and for the city, shall be the duly authorized agent of the director of inspection, permits, licensing and ordinance enforcement department for the enforcement of section 12-31.

*Person* is any individual, firm partnership, association, corporation, company or organization of any kind.

**Sec. 12-55. ~~Junked motor vehicles and/or~~ junked items declared as public nuisance.**

The presence of any ~~junked motor vehicle and/or any~~ junked item on any private lot, tract or parcel of land, or portion thereof, occupied or unoccupied, improved or unimproved, within the city shall be deemed and is hereby declared a public nuisance; and it shall be unlawful for any person to cause or maintain such a public nuisance by wrecking, dismantling, partially dismantling, rendering inoperable, abandoning or discarding any ~~motor vehicle and/or~~ junked item on the real property of another or to suffer, permit or allow any ~~junked motor vehicle and/or~~ junked item to be ~~parked~~ placed, left or maintained on his real property; provided that this section shall not apply with regard to:

- (1) Any ~~junked motor vehicle and/or~~ junked item in an enclosed building;
- (2) Any ~~junked motor vehicle and/or~~ junked item in an appropriate storage place or depository maintained at a location where such business is authorized under regulatory ordinances of the city.
- (3) Any ~~junked motor vehicle and/or~~ junked item maintained behind a six-foot fence, which meets the fencing requirements for aesthetics in that particular area of the city.

**Sec. 12-56. Notice to owner or occupant to abate public nuisance on occupied premises.**

- (a) Whenever any such public nuisance exists on occupied premises within the city in violation of section ~~12-32~~ 12-55 hereof, the chief building official/ordinance enforcement director or his duly authorized agent shall order the owner of the premises, if in possession thereof, or the occupant of the premises whereon such public nuisance exists to abate or remove the same or require that any vacant lot or parcel of property, or any unused portion on any occupied lot or other parcel of property, used for the storage of ~~junked vehicles and/or~~ junked items, as described and defined, shall be surrounded or enclosed by an approved board fence or other nontransparent enclosure of uniform material, design and construction at least six (6) feet in height from ground level that is aesthetically compatible with the

---

surrounding area, which board fence or other nontransparent enclosure shall be maintained by the owner or the lessee of the premises at his cost: further, the owner or lessee of the premises shall be required to take such action as may be recommended by the parish health department, or the state health department, to prevent the breeding of flies, mosquitoes, snakes, rats and other pests and vermin in or on the premises. The order shall:

- (1) Be in writing.
  - (2) Specify the public nuisance and its location.
  - (3) Specify the corrective measures required; and
  - (4) Provide for compliance within ten (10) days from service thereof.
- (b) Such order shall be served upon the owner of the premises or the occupant by having him served personally or by sending the order by certified mail, return receipt requested, to the address of the premises. If the owner or occupant of the premises fails or refuses to comply with the order of the chief building official/ordinance enforcement director or his duly authorized agent within the ten-day period after service thereof, as provided herein, the chief building official/ordinance enforcement director or his duly authorized agent shall take possession of the ~~junked motor vehicle and/or~~ junked item and remove it from the premises. The chief building official/ordinance enforcement director or his duly authorized agent shall remove and dispose of the ~~junked motor vehicle and/or~~ junked item in the following manner:
- ~~(1) Prior to the disposition of any junked vehicle and/or junked item, ordinance enforcement official shall place on an abandoned, stripped or junked motor vehicle and/or on a junked item a notice of removal, which notice shall be placed on the vehicle and/or item at least twenty four (24) hours prior to its removal. The notice shall state that the vehicle and/or item, unless corrective measures outlined by the chief building official/ordinance enforcement director are taken within ten (10) days, shall be considered public property and removed and sold for junk. The notice shall further state the following:~~
    - ~~a. The date of notice was placed on the junked motor vehicle and/or junked item and served on the property owner.~~
    - ~~b. The date the ten (10) days' notice will expire.~~
    - ~~c. The authority to be contacted by any person claiming to have an adverse interest in the vehicle and/or item, or to evidence that the required corrective measures have been taken or performed.~~

~~Such notice shall be placed in a prominent place on the abandoned, stripped or junked motor vehicle and/or junked item so as to be plainly in the public view, and a copy also served on the owner of the property where the junked motor vehicle and/or junked item is located.~~
  - (2) The department of ordinance enforcement, after the time provided for above has expired, shall remove or cause to be removed, the ~~abandoned, stripped or junked motor vehicle and/or~~ junked item from the property where located, and is hereby authorized to convey the ~~vehicle and/or~~ item to a scrap iron dealer approved or other approved

---

depository by the ~~director of public works~~ director of municipal services and the purchasing agent, for sale as scrap iron or otherwise.

- (3) All ~~abandoned, stripped, or junked motor vehicles and/or~~ junked items removed from the city streets, occupied, or unoccupied property in accordance with this section shall be subject to a contractor fee and current administration fee ~~towing charge, service charge, and/or removal charge~~ of one hundred dollars (\$100.00), which ~~charge fee~~ shall be due by the owner of the property where the ~~vehicle was~~ items were removed from or any person claiming an interest in the ~~abandoned, stripped, or junked motor vehicle and/or~~ junked item.

- (4) ~~If applicable, the director of public works shall furnish a report to the director of motor vehicle division of the department of revenue of the state each month, with the following information:~~

- ~~a. — Location where the junked or stripped motor vehicle was abandoned.~~
- ~~b. — All identification information available.~~
- ~~c. — Date of transfer and name and address of scrap iron dealer, towing service or dismantler to whom vehicle was transferred for final disposition.~~

**Sec. 12-57. ~~Record of sales of abandoned, stripped or junked vehicles or~~ Insurance and contracts for junked items.**

~~The department of ordinance enforcement shall keep a complete record of all abandoned, stripped or junked motor vehicles and/or junked item(s) removed from private property or city streets, with details as to the date of placing a ten-day notice, date of removal from private property or city streets, name and address of scrap iron dealer, towing service, dismantler or depository to whom the stripped or junked motor vehicle and/or junked item was taken.~~

- (1) ~~For the purpose of carrying out the provisions of this article, the City of Sulphur is authorized to enter into a contract with an approved towing service, scrap dealer, dismantler or depository. After compliance with this chapter and forty-eight (48) hours after removal, title to any junked motor vehicle and/or junked item shall pass to the contractor. The junked motor vehicles and/or junked item(s) after compliance herewith, shall be disposed of by the contractor. Forty-eight (48) hours after the junked motor vehicle and/or junked item is transferred to contractor, the city shall be relieved of all liability for the vehicle and/or item.~~
- (2) All contractors under this chapter shall carry liability insurance in amounts provided by the purchasing agent, shall own such equipment as may be required or necessary to property carry out the contract and shall agree to hold the city free and harmless from any claims arising out of the work performed. The contracts to be so executed shall be approved by the office of the city attorney as to form.
- (3) In the event contracts are executed with more than one (1) contractor, the director of public works shall make assignments on an approved rotating basis so that all contractors will be given an equal number of assignments to the extent feasible and practical.



---

**Sec. 12-58. Notice to owner to abate nuisance on unoccupied premises.**

- (a) Whenever any such public nuisance exists on unoccupied premises within the city, and the owner thereof can be found, the director of ~~public works~~ **municipal services** or his duly authorized agent shall order the owner of the premises whereupon such public nuisance exists, to abate or remove the same. The order shall:
- (1) Be in writing;
  - (2) Specify the public nuisance and its location;
  - (3) Specify the corrective measures required; and
  - (4) Provide for compliance within ten (10) days from service thereof.
- (b) The order shall be served upon the owner of the premises by serving him personally or by sending the order by certified mail, return receipt requested, to this address as shown on the current tax rolls. If the owner of the premises fails or refuses to comply with the order of the director of ~~public works~~ **municipal services** or his duly authorized agent within the ten-day period after service thereof, as provided herein, the director of ~~public works~~ **municipal services** or his duly authorized agent shall taken possession of the ~~junked motor vehicle and/or~~ **junked item** and remove it from the premises. The director of ~~public works~~ **municipal services** or his duly authorized agent shall remove and dispose of the ~~junked motor vehicle and/or~~ **junked item** as provided in section ~~12-33~~ **12-56** above.
- (c) If the owner of the premises so desires, he may within the ten-day period after service of notice to abate the nuisance, request of the clerk of the city, either in person or in writing and without the requirement of bond, that a date and a time be set when he may appear before the city court for a trial to determine whether or not he is in violation of this chapter, and whether or not the location and continued existence of the ~~junked motor vehicle and/or~~ **junked item** on this property constitutes a public nuisance.

**Sec. 12-59. Preliminaries to trial in city court.**

Upon receiving the request for trial, made as hereinabove provided, the clerk of the city shall forthwith notify the office of the city attorney. Upon being so notified, the city attorney shall cause an affidavit to be prepared and filed charging that the owner or occupant of the premises, as the case may be, has violated the provisions of this article. After service of the warrant, the complaint shall be placed on the docket of the city court and tried in the same manner as are violations of other city ordinances.

**Sec. 12-60. Trial in the city court.**

Upon a finding that the defendant is in violation of this chapter, the defendant shall be deemed guilty of a misdemeanor and subject to a fine in accordance with the penalty provision hereinafter set forth. The city court shall further order the defendant to remove and abate the nuisance within ten (10) days, the same being a reasonable time, or render such other judgment or order as may be appropriate under the circumstances. If the defendant shall fail and refuse,

---

within the ten (10) days to abate or remove the nuisance, the city court may issue an order directing the director of ~~public works~~ **municipal services** to have the same removed, and the director of ~~public works~~ **municipal services** or his duly authorized agent shall take possession of the junked motor vehicle and/or junked item and remove it from the premises. The director of ~~public works~~ **municipal services** or his duly authorized agent shall thereafter dispose of the ~~junked motor vehicle and/or~~ junked item in the manner provided in section 12-33 above.

**Sec. 12-61. Removal with permission of owner or occupant.**

If, within ten (10) days after receipt of notice from the director of public works, or his duly authorized agent, to abate the nuisance, as herein provided, the owner or occupant of the premises shall give his written permission to the director of public works, or his duly authorized agent for removal of the ~~junked motor vehicle and/or~~ junked item from the premises, the giving of such permission shall be considered compliance with the provisions of this chapter.

**Sec. 12-62. Removal from unoccupied premises by order of city court.**

If there is a ~~junked motor vehicle and/or~~ junked item, as herein defined, on premises that are unoccupied, and ~~neither~~ the owner of the premises ~~nor the owner of the vehicle~~ can be found and notified to remove the ~~junked vehicle and/or~~ junked item, the, upon a showing of such facts to the city court, the city court may issue an order directing the director of ~~public works~~ **municipal services** to have the ~~junked vehicle and/or~~ junked item removed, and the director of ~~public works~~ **municipal services** or his duly authorized agent shall take possession of the ~~junked motor vehicle and/or~~ junked item and remove it from the premises. The director of ~~public works~~ **municipal services** or his duly authorized agent shall thereafter dispose of the ~~junked motor vehicle and/or~~ junked item in the same manner as provided in section ~~12-33-12-56~~.

**Sec. 12-63. Evidence of abandonment.**

If a ~~junked motor vehicle and/or~~ junked item, as defined in this chapter has been situated on the private property of another, without that person's permission, for a period of sixty (60) days or longer, this fact shall be prima facie evidence that the owner of the ~~vehicle and/or~~ item has abandoned same.

**Sec. 12-64. Penalty.**

Any person, violating any of the provisions of this chapter shall be guilty of a misdemeanor, and upon conviction shall be subject to a fine of not more than five hundred dollars (\$500.00) or imprisonment for not more than six (6) months, or both. Each transaction in violation of any of the provisions hereof shall be deemed a separate offense.

**Sec. 12-65. Notice to owners; duties of city; charging of cost to owner.**

- (a) If any person shall fail to remove any ~~junked motor vehicle and/or any~~ junked item on any private lot, tract or parcel of land, or portion thereof, occupied or unoccupied, improved or unimproved, within the city, notice shall be given to the owner of the lot, place or area, as shown on the last assessment roll of the city, which notice shall be given by registered mail, addressed in accordance with the tax rolls of the city. Notice will be sent to the owner once per calendar year.

- 
- (b) If no action has been taken by the owner of the property within ten (10) days after notice has been given as above provided, or the registered mail is returned to the city with no forwarding address, then the mayor shall employ the necessary labor and proceed to perform the necessary work to remove the ~~junked motor vehicle and/or~~ junked item as stated in section ~~12-31~~ 12-56, and charge the owner thereof the actual expenses for the work performed together with the charges ~~authorized to tow junked motor vehicles~~ by section ~~12-33~~ 12-56.
- (c) If, after the removal of the ~~junked motor vehicle and/or~~ junked item, by the city after due notice as above provided the costs or expense thereof has not been paid within ten (10) days, the tax collector of the city shall furnish the owner, as shown on the last assessment rolls of the city, by registered mail, a written statement showing the cost or expense incurred for the work, together with the charges authorized by section ~~12-33~~ 12-56 of the place or property on which the work was done. If the statement is not paid within the one (1) month thereafter, the amount thereof shall be included in and shall form part of the taxes due by the owner of the property, and when collected shall be credited to the general fund of 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 \_\_\_\_\_  
day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the  
foregoing Ordinance has been  
presented to the Mayor on this  
\_\_\_\_\_ day of \_\_\_\_\_,  
2022, at \_\_\_\_\_ o'clock \_\_\_\_\_.m.

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received  
from the Mayor at \_\_\_\_\_ o'clock \_\_\_\_\_.m.  
on this \_\_\_\_\_ day of \_\_\_\_\_,  
2022, the foregoing ordinance which has  
approved/vetoed by the Mayor.

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk

---

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

ORDINANCE AMENDING CHAPTER 12 OF THE CODE OF ORDINANCES  
OF THE CITY OF SULPHUR TO PROVIDE FOR ARTICLE V – JUNKED  
ITEMS.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Chapter 12 of the Code of Ordinances of the City of Sulphur to provide for Article V – Junked Items to read as follows:

***ARTICLE V. JUNKED ITEMS***

**Sec. 12-54. Definitions.**

For the purpose of this article, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense shall include the future words; words used in the plural number include the singular number; and words used in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

*City* is the City of Sulphur, Louisiana, a municipal corporation organized under the laws of the state, acting pursuant to and under the police power vested in the city.

*Chief building official/ordinance enforcement director* is the designee of the director of municipal services.

*Junked item* shall be:

- (1) Any unused major electrical appliance and/or parts thereof, including, but not limited to, washing machines(s), clothes dryer(s), refrigerators(s), and freezer(s).
- (2) Recreational vehicles, motor homes, travel trailers, machinery and/or equipment or parts thereof other than junked motor vehicles and unused major electrical appliances which, by reason of deterioration through rusting, rotting or otherwise, have become inoperable and/or unusable for the purposes for which they were intended.
- (3) Construction debris.
- (4) Waste paper, boxes and crates and/or parts thereof.

*Office of ordinance enforcement* in and for the city, shall be the duly authorized agent of the director of inspection, permits, licensing and ordinance enforcement department for the enforcement of section 12-31.

*Person* is any individual, firm partnership, association, corporation, company or organization of any kind.

---

**Sec. 12-55. Junked items declared as public nuisance.**

The presence of any junked item on any private lot, tract or parcel of land, or portion thereof, occupied or unoccupied, improved or unimproved, within the city shall be deemed and is hereby declared a public nuisance; and it shall be unlawful for any person to cause or maintain such a public nuisance by wrecking, dismantling, partially dismantling, rendering inoperable, abandoning or discarding any junked item on the real property of another or to suffer, permit or allow any junked item to be placed, left or maintained on his real property; provided that this section shall not apply with regard to:

- (1) Any junked item in an enclosed building;
- (2) Any junked item in an appropriate storage place or depository maintained at a location where such business is authorized under regulatory ordinances of the city.
- (3) Any junked item maintained behind a six-foot fence, which meets the fencing requirements for aesthetics in that particular area of the city.

**Sec. 12-56. Notice to owner or occupant to abate public nuisance on occupied premises.**

- (a) Whenever any such public nuisance exists on occupied premises within the city in violation of section 12-55 hereof, the chief building official/ordinance enforcement director or his duly authorized agent shall order the owner of the premises, if in possession thereof, or the occupant of the premises whereon such public nuisance exists to abate or remove the same or require that any vacant lot or parcel of property, or any unused portion on any occupied lot or other parcel of property, used for the storage of junked items, as described and defined, shall be surrounded or enclosed by an approved board fence or other nontransparent enclosure of uniform material, design and construction at least six (6) feet in height from ground level that is aesthetically compatible with the surrounding area, which board fence or other nontransparent enclosure shall be maintained by the owner or the lessee of the premises at his cost: further, the owner or lessee of the premises shall be required to take such action as may be recommended by the parish health department, or the state health department, to prevent the breeding of flies, mosquitoes, snakes, rats and other pests and vermin in or on the premises. The order shall:
  - (1) Be in writing.
  - (2) Specify the public nuisance and its location.
  - (3) Specify the corrective measures required; and
  - (4) Provide for compliance within ten (10) days from service thereof.
- (b) Such order shall be served upon the owner of the premises or the occupant by having him served personally or by sending the order by certified mail, return receipt requested, to the address of the premises. If the owner or occupant of the premises fails or refuses to comply with the order of the chief building official/ordinance enforcement director or his duly authorized agent within the ten-day period after service thereof, as provided herein, the chief building official/ordinance enforcement director or his duly authorized agent shall take possession of the junked item and remove it from the premises. The chief building official/ordinance enforcement director or his duly authorized agent shall remove and dispose of the junked item in the following manner:

- 
- (1) The department of ordinance enforcement, after the time provided for above has expired, shall remove or cause to be removed, the junked item from the property where located, and is hereby authorized to convey the item to a scrap iron dealer approved or other approved depository by the director of municipal services and the purchasing agent, for sale as scrap iron or otherwise.
  - (2) All junked items removed from the city streets, occupied, or unoccupied property in accordance with this section shall be subject to a contractor fee and current administration fee which fee shall be due by the owner of the property where the items were removed from or any person claiming an interest in the junked item.

**Sec. 12-57. Insurance and contracts for junked items.**

- (1) All contractors under this chapter shall carry liability insurance in amounts provided by the purchasing agent, shall own such equipment as may be required or necessary to property carry out the contract and shall agree to hold the city free and harmless from any claims arising out of the work performed. The contracts to be so executed shall be approved by the office of the city attorney as to form.
- (2) In the event contracts are executed with more than one (1) contractor, the director of public works shall make assignments on an approved rotating basis so that all contractors will be given an equal number of assignments to the extent feasible and practical.

**Sec. 12-58. Notice to owner to abate nuisance on unoccupied premises.**

- (a) Whenever any such public nuisance exists on unoccupied premises within the city, and the owner thereof can be found, the director of municipal services or his duly authorized agent shall order the owner of the premises whereupon such public nuisance exists, to abate or remove the same. The order shall:
  - (1) Be in writing;
  - (2) Specify the public nuisance and its location;
  - (3) Specify the corrective measures required; and
  - (4) Provide for compliance within ten (10) days from service thereof.
- (b) The order shall be served upon the owner of the premises by serving him personally or by sending the order by certified mail, return receipt requested, to this address as shown on the current tax rolls. If the owner of the premises fails or refuses to comply with the order of the director of municipal services or his duly authorized agent within the ten-day period after service thereof, as provided herein, the director of municipal services or his duly authorized agent shall take possession of the junked item and remove it from the premises. The director of municipal services or his duly authorized agent shall remove and dispose of the junked item as provided in section 12-56 above.
- (c) If the owner of the premises so desires, he may within the ten-day period after service of notice to abate the nuisance, request of the clerk of the city, either in person or in writing and without the requirement of bond, that a date and a time be set when he may appear before the city court for a trial to determine whether or not he is in violation of this chapter,

---

and whether or not the location and continued existence of the junked item on this property constitutes a public nuisance.

**Sec. 12-59. Preliminaries to trial in city court.**

Upon receiving the request for trial, made as hereinabove provided, the clerk of the city shall forthwith notify the office of the city attorney. Upon being so notified, the city attorney shall cause an affidavit to be prepared and filed charging that the owner or occupant of the premises, as the case may be, has violated the provisions of this article. After service of the warrant, the complaint shall be placed on the docket of the city court and tried in the same manner as are violations of other city ordinances.

**Sec. 12-60. Trial in the city court.**

Upon a finding that the defendant is in violation of this chapter, the defendant shall be deemed guilty of a misdemeanor and subject to a fine in accordance with the penalty provision hereinafter set forth. The city court shall further order the defendant to remove and abate the nuisance within ten (10) days, the same being a reasonable time, or render such other judgment or order as may be appropriate under the circumstances. If the defendant shall fail and refuse, within the ten (10) days to abate or remove the nuisance, the city court may issue an order directing the director of municipal services to have the same removed, and the director of municipal services or his duly authorized agent shall take possession of the junked motor vehicle and/or junked item and remove it from the premises. The director of municipal services or his duly authorized agent shall thereafter dispose of the junked item in the manner provided in section 12-33 above.

**Sec. 12-61. Removal with permission of owner or occupant.**

If, within ten (10) days after receipt of notice from the director of public works, or his duly authorized agent, to abate the nuisance, as herein provided, the owner or occupant of the premises shall give his written permission to the director of public works, or his duly authorized agent for removal of the junked item from the premises, the giving of such permission shall be considered compliance with the provisions of this chapter.

**Sec. 12-62. Removal from unoccupied premises by order of city court.**

If there is a junked item, as herein defined, on premises that are unoccupied, and the owner of the premises can be found and notified to remove the item, the, upon a showing of such facts to the city court, the city court may issue an order directing the director of municipal services to have the junked item removed, and the director of municipal services or his duly authorized agent shall take possession of the junked item and remove it from the premises. The director of municipal services or his duly authorized agent shall thereafter dispose of the junked item in the same manner as provided in section 12-56.



---

**Sec. 12-63. Evidence of abandonment.**

If a junked item, as defined in this chapter has been situated on the private property of another, without that person's permission, for a period of sixty (60) days or longer, this fact shall be prima facie evidence that the owner of the item has abandoned same.

**Sec. 12-64. Penalty.**

Any person, violating any of the provisions of this chapter shall be guilty of a misdemeanor, and upon conviction shall be subject to a fine of not more than five hundred dollars (\$500.00) or imprisonment for not more than six (6) months, or both. Each transaction in violation of any of the provisions hereof shall be deemed a separate offense.

**Sec. 12-65. Notice to owners; duties of city; charging of cost to owner.**

- (a) If any person shall fail to remove any junked item on any private lot, tract or parcel of land, or portion thereof, occupied or unoccupied, improved or unimproved, within the city, notice shall be given to the owner of the lot, place or area, as shown on the last assessment roll of the city, which notice shall be given by registered mail, addressed in accordance with the tax rolls of the city. Notice will be sent to the owner once per calendar year.
- (b) If no action has been taken by the owner of the property within ten (10) days after notice has been given as above provided, or the registered mail is returned to the city with no forwarding address, then the mayor shall employ the necessary labor and proceed to perform the necessary work to remove the junked item as stated in section 12-56, and charge the owner thereof the actual expenses for the work performed together with the charges by section 12-56.
- (c) If, after the removal of the junked item, by the city after due notice as above provided the costs or expense thereof has not been paid within ten (10) days, the tax collector of the city shall furnish the owner, as shown on the last assessment rolls of the city, by registered mail, a written statement showing the cost or expense incurred for the work, together with the charges authorized by section 12-56 of the place or property on which the work was done. If the statement is not paid within the one (1) month thereafter, the amount thereof shall be included in and shall form part of the taxes due by the owner of the property, and when collected shall be credited to the general fund of 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 \_\_\_\_\_  
day of \_\_\_\_\_, 2022.

---

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the  
foregoing Ordinance has been  
presented to the Mayor on this  
\_\_\_\_\_ day of \_\_\_\_\_,  
2022, at \_\_\_\_\_ o'clock \_\_\_\_\_.m.

---

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received  
from the Mayor at \_\_\_\_\_ o'clock \_\_\_\_\_.m.  
on this \_\_\_\_\_ day of \_\_\_\_\_,  
2022, the foregoing ordinance which has  
approved/vetoed by the Mayor.

---

ARLENE BLANCHARD, Clerk

ORDINANCE NO.                      M-C SERIES

ORDINANCE GRANTING A REZONE TO MICHAEL FONTENOT, PARCEL  
SOUTH OF 33 CENTER AVENUE, FROM RESIDENTIAL TO MIXED  
RESIDENTIAL TO ALLOW FOR A DUPLEX.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a rezone to Michael Fontenot, parcel south of 33 Center Avenue, from Residential to Mixed Residential to allow for a duplex for the following described property:

LOT “F”, BLOCK 20 OF MAPLEWOOD PARTITION

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

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

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

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

BE IT FURTHER ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a rezone to Michael Fontenot, parcel south of 33 Center Avenue, from Residential to Mixed Residential to allow for a duplex.

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

\_\_\_\_\_  
JOY ABSHIRE , Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, at \_\_\_\_\_ o'clock \_\_\_\_\_.m.

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received from the Mayor at \_\_\_\_\_ o'clock \_\_\_\_\_.m. on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, the foregoing ordinance which has approved/vetoed by the Mayor.

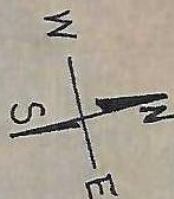
\_\_\_\_\_  
ARLENE BLANCHARD, Clerk







90'



LOT F

LOT G

LOT 48

134'

134'



50'

DRIVEWAY

50'

DRIVEWAY

15'

15'

98'

--- CENTER AVE ---

To: Council Member Mandy Thomas and the Land Use Commissioners  
From: Lori MARINOVICH 59 Magnolia Road Sulphur, LA 70663  
Re: January 18, 2022 Land Use Agenda

**Regarding Item 2**

33 Center Avenue to allow 1 Duplex -

No Objection This follows the dominant pattern for development on Center Avenue

I have not seen the plans and specs for this development

Conditions requested

require at least **2 parking spaces per bedroom on the lot**

We are discovering that these duplexes tend to house professionals vs families and extra parking is required

Some tenants along this corridor actually park business vans ( Dog groomer) and personal vehicles.

Please try to separate the units at side set back with significant landscaping

Our signature tree lined community is slowly becoming a concrete lined neighborhood



## Arlene Blanchard

---

**From:** JANE CLOUD <auntjane4545@aol.com>  
**Sent:** Thursday, January 13, 2022 11:47 AM  
**To:** Arlene Blanchard  
**Subject:** Re: Rezoning hearing

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

We were referring to the Prater Road rezone and did not know there was another one on Center Avenue. Land Use in this small contained area of Maplewood needs to remain single family dwellings. Our roads cannot sustain overpopulating of our subdivisions.

Sent from my iPhone

> On Jan 13, 2022, at 11:27 AM, Arlene Blanchard <ablanchard@sulphur.org> wrote:

>  
> Can you please be more specific on the address for this duplex. We have two items on the agenda in this area. Are you referring to the rezone on Center Avenue or the rezone on Prater....thanks!

>  
> Arlene  
>  
> -----Original Message-----

> From: JANE CLOUD <auntjane4545@aol.com>  
> Sent: Thursday, January 13, 2022 11:14 AM  
> To: Arlene Blanchard <ablanchard@sulphur.org>  
> Cc: Mandy Thomas <mthomas@sulphur.org>  
> Subject: Rezoning hearing

>  
> CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

>  
>  
> Arlene, please direct us on how to communicate or forward on our opposition to the Duplex construction between Prater and Janice.  
> We feel Maplewood is being overrun with more traffic than it was designed for mainly due to a sharp increase in rentals to the transient worker population. We are seeing 6-10 vehicles at houses that use to be single family dwellings. These vehicles are obstructing our streets but more importantly our sidewalks. We see our school children and exercise walkers having to go out into the street to get around these vehicles. Is there any way our patrolmen can be aware and monitor the obstruction of our sidewalks and issue any violation warnings. This area needs to stay residential and we are against it being rezoned just for rental profit adventures. Thanking you in advance for forwarding on our concerns. Gary and Jane Cloud

>  
> Sent from my iPhone  
> NOTICE: This E-mail (including attachments) is covered by the Electronic Communications Privacy Act, 18 U.S.C. 2510-2521 and may be legally privileged. The information contained in this email is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this



February 9, 2022

Re: 33 Center Avenue  
937 Prater Road  
Rezone from Residential to Mixed Residential

To City Council Members:

We would like to go on record and say that **we are against all rezoning** from Residential to Mixed Residential. Developers should purchase property already zoned for the intended use, instead of coming into our City, purchasing cheaper property, then requesting everyone accept their rezone requests.

Our area does not need duplexes being built on lots intended to be single family residences. These lots do not support the potential drainage issues caused by duplexes, nor do they support the amount of parking truly required for mixed residential housing. As most of us are now aware, rental units are no longer being rented to families, but are being rented to adults based on the number of bedrooms. So technically, a three bedroom duplex, at some point in time, will be rented to three adults, thereby needing three parking spaces. But, these units will not be built with sufficient parking.

Both Center Avenue and Prater Road cannot handle the overflow of street parking that will happen if these lots are rezoned to allow for duplexes. Prater Road street parking would be especially dangerous for the area.

Thank you for your assistance in the matter. **We hope that you will vote NO for rezoning Center Ave and Prater Road..**

Paula and Shannon Marler

121 Madison Street  
Sulphur, LA 70663  
337-302-4417

**From:** suitep 311 <suitep311@gmail.com>  
**Date:** January 14, 2022 at 1:22:39 PM CST  
**To:** Arlene Blanchard <ablanchard@sulphur.org>  
**Subject:** Rezoning hearing


**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon. I reside at 33 eucalyptus street. I will be unable to attend the zoning hearing however would like to oppose the rezoning requests for prater, maplewood, and center. Our neighborhoods are already over run with current duplexes and apartments where the owners do not keep up the property and tenants can be an issue. There are still many vacant and damaged from the hurricane that have not been tended to. Please pass on to our council. Thank you for your time. Michelle mcreeynolds



# Memo

**To:** Land Use Commissioners

**From:** Austin Abrahams   
Director of Public Works

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

**Date:** January 5, 2022

**Re:** 2. Resolution granting a rezone to Michael Fontenot, parcel south of 33 Center Avenue, from Residential to Mixed Residential to allow for a duplex.

---

## Application:

The applicant is requesting to rezone the southern parcel to Mixed Residential to allow for a duplex.

The properties to the immediate North, South, West, and East are zoned Residential. This would be a spot zone.

There are duplexes going south on Center Avenue and apartments going North on Center Avenue, in the general vicinity for the proposed duplex.





CITY OF SULPHUR  
APPLICATION FOR

DEVELOPMENT APPROVAL

Date Received

12/8/21

\$50.00 Fee (Non-Refundable)

(Exact cash or check only)

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

PRINT NAME Michael Shane Fontenot DATE 12/08/21

PROPERTY OWNER INFORMATION

Name of Property Owner Michael Shane Fontenot

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

Mailing Address: 10339 Belvamera Rd

Email: shane076@yahoo.com

Phone Number (H) 337-274-5464

(W)

(C)

PROPERTY INFORMATION

Location Address: Parcel south of 33 Center Ave

Present Zoned Classification: Residential

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

LOT "F", Block 20 of Maplewood Partition

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 MSF

☒ REZONE ☐ EXCEPTION ☐ SUBDIVISION

REQUEST INFORMATION

☐ BILLBOARD ☐ PRE. PLAT ☐ FINAL PLAT

☐ DOES REZONE REQUIRE FENCING

NAME OF SUBDIVISION Maplewood

Zoning Change: From Residential To Mixed Residential

Purpose of Request: Building a duplex

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: Shane Fontenot Date: 12/08/21

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?

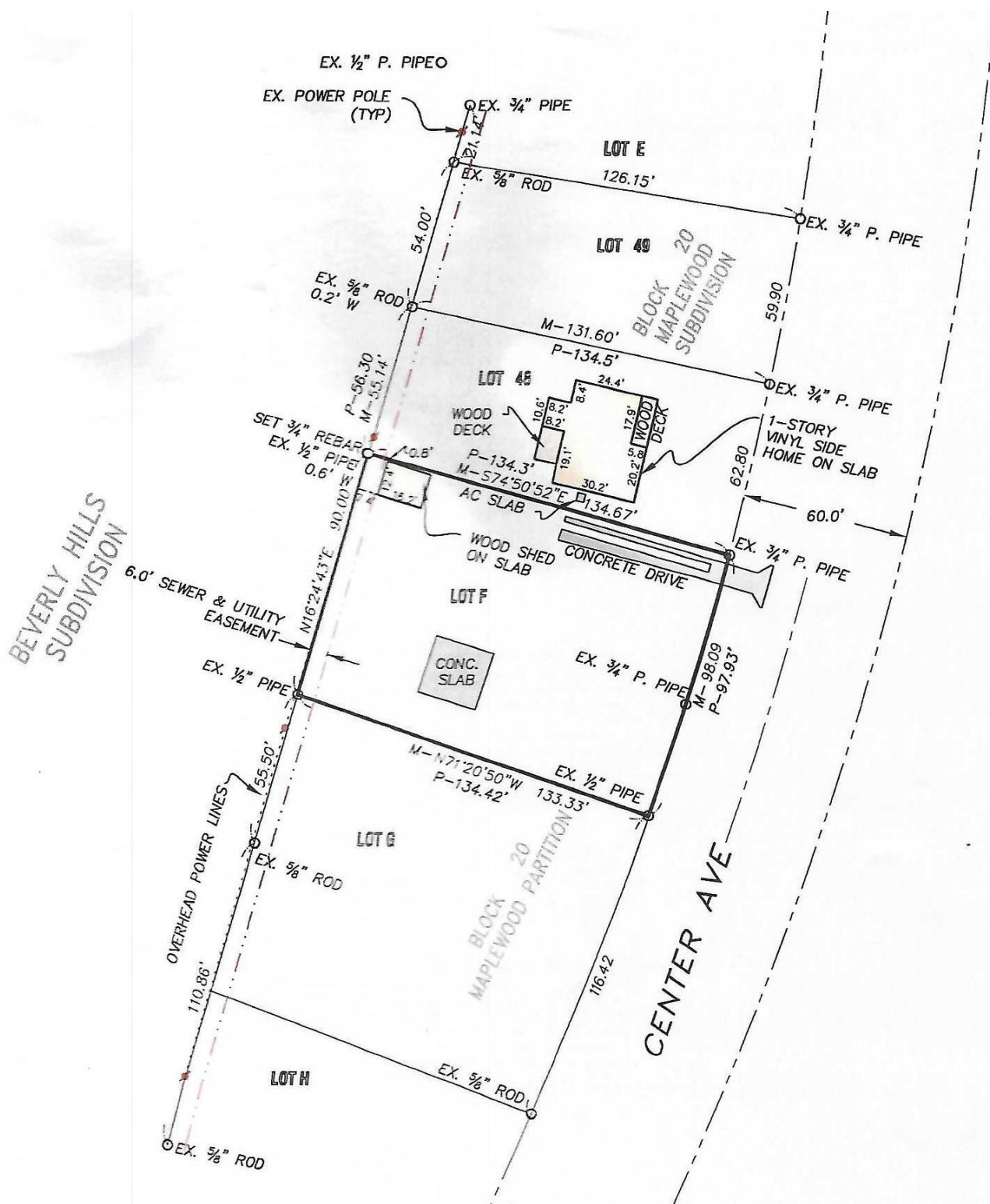
4. Will the location be served by a fire protection?

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.

















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

ORDINANCE AUTHORIZING MAYOR DANA HAY TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE DEPARTMENT OF THE TREASURY, STATE OF LOUISIANA, TO RECEIVE ALLOCATED FUNDS FOR WATER WELL NO. 13 (NORTH WATER WELL).

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Danahay to enter into a Cooperative Endeavor Agreement with the Department of the Treasury, State of Louisiana to receive allocated funds for Water Well No. 13 (North Water Well).

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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the  
foregoing Ordinance has been  
presented to the Mayor on this  
\_\_\_\_ day of \_\_\_\_\_,  
2022, at \_\_\_\_\_ o'clock \_\_\_\_\_.m.

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received  
from the Mayor at \_\_\_\_\_ o'clock \_\_\_\_\_.m.  
on this \_\_\_\_\_ day of \_\_\_\_\_,  
2022, the foregoing ordinance which has  
approved/vetoed by the Mayor.

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk



---

**JOHN M. SCHRODER**

LOUISIANA STATE TREASURER

---

(225) 342-0010  
www.latreasury.com

P.O. Box 44154  
Baton Rouge, LA 70804

December 10, 2021

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

RE: Act 119 of 2021 State Aid to Local Government Entities  
CEA # 22-945-62

Dear Mayor Danahay:

Enclosed please find a copy of the executed Cooperative Endeavor Agreement between City of Sulphur and the Department of the Treasury, State of Louisiana.

In accordance with Section 2.2 of the agreement, you are required to submit quarterly completed Attachments C, D, D-1 (if appropriate) and invoices and/or check copies to substantiate the expenditures of these funds. This information must be organized, totaled and presented to Treasury by expense category as listed in the Budget on Attachment A of the agreement. Reimbursements will be made based on these reports.

Please note that the monies are to be expended within the terms of the contract.

If we can be of further assistance, please do not hesitate to contact Mr. James Kelly at (225) 219-0396.

Sincerely,

Laura Lapeze  
Chief Financial Officer

LL:jk

Enclosure

CEA # 22-945-62


STATE OF LOUISIANA  
COOPERATIVE ENDEAVOR AGREEMENT  
(Line Item Appropriation)

THIS COOPERATIVE ENDEAVOR, is made and entered into by and between the Louisiana Department of the Treasury and the State of Louisiana, hereinafter referred to as "State" and/or "Agency" and City of Sulphur officially domiciled at 101 N. Huntington St. Sulphur, LA 70663, hereinafter referred to as "Contracting Party".

ARTICLE I

WITNESSETH:

1.1 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...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

1.2 WHEREAS, Act 119 of 2021 Regular Legislative Session of the Louisiana Legislature, which was adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said Act 119 contains a line item appropriation within the Agency's budget for the benefit of City of Sulphur of which the sum of **FIVE HUNDRED THOUSAND & NO/100 (\$500,000) DOLLARS** has been allocated for this program/project, as set forth in the Attachment A Plan, which is attached to this Agreement and made a part hereof; 

1.3 WHEREAS, the Agency desires to cooperate with the Contracting Party in the implementation of the project as hereinafter provided;

1.4 WHEREAS, the public purpose is described as: Water Well No. 13 (North Water Well) for replacement of prior existing Water Well No. 3 and improvements to maintain the maximum daily capacity of the existing system and provide cleaner water for the citizens of Sulphur, LA.

1.5 WHEREAS, the Contracting Party has provided all required information in accordance with Act 119 of 2021 Regular Legislative Session, if applicable and the Governor's Executive Order JBE 2016 - 38 on accountability for line item appropriations; and is attached to this agreement and made part hereof by reference as "Attachment E.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:



**ARTICLE II**  
**SCOPE OF SERVICES**

2.1 The Contracting Party shall: Improve the capacity of the existing water well system to better serve the community.

2.2 Deliverables: Construction of a new water well

The Contracting Party will provide to the State written quarterly **Progress Reports (Attachment C)** outlining the Contracting Party's resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this Agreement and quarterly **Cost Reports (Attachment D)** which provide detailed cost information outlining the use of the above referenced appropriated funds. **Attachment C, Progress Report** and **Attachment D, Cost Report** are attached to this agreement and made part thereof by reference. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. These reports that are to be provided quarterly shall be due and delivered to the Agency on or before the 31<sup>st</sup> of October for the quarter ending September 30, the 31<sup>st</sup> day of January for the quarter ending December 31, the 30<sup>th</sup> day of April for the quarter ending March 31, and the 15<sup>th</sup> day July for the quarter ending June 30, there being no exceptions or waivers of this July reporting due date.

2.3 Budget: The **Budget** for this project is incorporated herein as **Attachment B** which is attached hereto and made a part hereof by reference and shows all anticipated revenues and expenditures provided by this cooperative endeavor. The **Budget** for this project shall not exceed the total sum of FIVE HUNDRED THOUSAND & NO/100 (\$500,000) DOLLARS which sum shall be inclusive of all costs or expenses to be paid by the State in connection with the services to be provided under this agreement. This is the total sum that has been appropriated by the State for this program/project. No state funds shall be paid for any one phase of this Agreement that exceeds the **Budget** attached as "Attachment B", without the **prior** approval of the State. **Attachment B Page 2 - Staffing Chart** and **Attachment B Page 3 - Schedule of Professional and Other Contracting Services** are also attached hereto and made a part hereof by reference, and shall be fully completed by the Contracting Party for attachment to and inclusion as a part of this Agreement.

2.4 Disclosure and Certification Statement(s): **Attachment E - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of the Contracting Party. Additionally, the Contracting Party shall attach to this **Attachment E**, where applicable, the following: a) a copy of the board resolution authorizing execution of this Agreement on behalf of the Contracting Party, or other written authorization for such execution that may be appropriate, as the case may be; and, b) a copy of a Certificate of "Good Standing" from the Secretary of State. Additionally, as to all sub-contracting, sub-recipient parties shown and identified in **Attachment B Page 3** and any attachments thereto, **Attachment E-1 - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of each such sub-contracting, sub-recipient party, and shall have attached thereto, where applicable, the same attachments required for the Contracting Party in a) and b) of this paragraph. For public or quasi-public entities which are recipients under Act 119 of 2021 Regular Legislative Session and which are not budget units of the State, no funds shall be transferred unless said Contracting Party submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated use of the appropriation, an estimate of the duration of the project and a plan showing specific goal and objectives for the use of such funds, including measures of performance. This requirement will be met by Department of Treasury's submission of the approved budget (Attachment A and Attachment

B) to the Legislative Auditor. The Contracting Party shall provide written reports every quarter to the funding agency concerning the use of the funds and the specific goals and objectives for the use thereof.

**2.5 The recipient assures that elected officials or their family members will not receive (directly or indirectly) any part of the funds awarded through this appropriation. State law defines “immediate family” as the term related to a public servant to mean children, the spouses of children, brothers and their spouses, sisters and their spouses, parents, spouse and the parents of a spouse. See R.S. 42:1111 et seq.**

### **ARTICLE III** **CONTRACT MONITOR**

**3.1** The Contract Monitor for this Agreement is the Local Government Fund Management Division of the Department of the Treasury.

**3.2 Monitoring Plan:** During the term of this Agreement, the Contracting Party shall discuss with the State’s Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. The Contract Monitor shall review and analyze the Contracting Party’s Plan to ensure the Contracting Party’s compliance with the requirements of the Agreement.

The Contract Monitor shall also review and analyze the Contracting Party’s written, **Attachment C-Progress Report** and **Attachment D-Cost Report** and any work product for compliance with the Scope of Services; and shall

1. Compare the Reports to Goals/Results and Performance Measures outlined in this Agreement to determine the progress made;
2. Contact the Contracting Party to secure any missing deliverables;
3. Maintain telephone and/or e-mail contact with the Contracting Party on Agreement activity and, if necessary, make visits to the Contracting Party’s site in order to review the progress and completion of the Contracting Party’s services, to assure that performance goals are being achieved, and to verify information when needed.
4. Assure that expenditures or reimbursements requested in **Attachment D-Cost Report** are in compliance with the approved **Goals in Attachment A Plan**. The Contract Monitor shall coordinate with the Agency’s fiscal office for reimbursements to Contracting Party and shall contact the Contracting Party for further details, information for documentation when necessary.

Between required performance reporting dates, the Contracting Party shall inform the Contract Monitor of any problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. The Contracting Party’s disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Party, and any assistance which may be needed to resolve the situation.

**ARTICLE IV**  
**PAYMENT TERMS**

4.1 Payment shall be made to the Contracting Party under the terms and conditions of one of the following plans (*Please check one*):

☒ **PLAN A:** Provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated.

☐ **PLAN B:** One initial payment limited to no more than 25% of the total line item appropriation shall be made to the Contracting Party in advance of services being performed **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan), and the Cooperative Endeavor Agreement is approved by the Office of Contractual Review or other delegated authority. The balance of the appropriation will be paid provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. **Upon receipt of the 1<sup>st</sup> Quarter Progress and Cost Reports and approval thereof, the initial 25% payment will be applied and if such approved expenses exceed the initial payment, the difference will be forthcoming.**

☐ **PLAN C:** Payment of 100% of the line item appropriation shall be made to the Contracting Party in advance of purchasing equipment or other similar expenditures **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan) indicating that there is no other source of funding available to make the purchase to satisfy the goals and objectives of the project, and the Cooperative Endeavor Agreement is approved by the Office of Contractual Review or other delegated authority.

4.2 Travel expenses, if any, shall be reimbursed only in the event that this Agreement provides for such reimbursement, such travel expenses are included in the Contracting Party's approved compensation, budget or allocated amount, and then only in accordance with Division of Administration Policy and Procedure Memorandum No. 49. Invoices and/or receipts for any pre-approved reimbursable expenses or travel expenses must be provided or attached to periodic invoices for reimbursement. If reimbursement is sought for meals, which under Memorandum No. 49 are based upon departure and return times and dates that are properly set forth on the State Travel Expense Report, the Contracting Party shall fully complete and submit such Travel Expense Report, attached hereto as **Attachment F**, in addition to all other required submissions, for such reimbursement.

4.3 Payments by the State under this Agreement will be allowed only for expenditures occurring between and including the dates of July 1, 2021 and June 30, 2022, and this project and all of the Contracting Party's services shall be completed by that date. Payment is contingent upon the availability

of sufficient collection of state sales tax revenues credited to the appropriate Fund and upon the approval of this Agreement by the Office of Contractual Review or other delegated authority. Notwithstanding any provision hereof to the contrary, the Attachment C-Progress Report and Attachment D-Cost Report for any reporting period ending June 30, 2022, MUST, under all circumstances, be received by the Agency no later than July 15, 2022, in order for the Contracting Party to receive payment for reimbursement of expenses incurred and set forth herein.

Payments by the State under this Agreement will not be released or provided to the Contracting Party if, when, and long as, the Contracting Party fails or refuses to comply with the provisions of R.S. 24:513. No Contracting Party shall be considered to fail or refuse to comply with the provisions of R.S. 24:513 during any extension of time to comply granted by the legislative auditor to the Contracting Party.

4.4 The Contract Monitor shall monitor disbursements on a monthly basis. Under circumstances such that the recipient entity has not demonstrated substantial progress towards goals and objectives, based on established measures of performance, further disbursements shall be discontinued until substantial progress is demonstrated or the entity has justified, to the satisfaction of the Agency, reasons for the lack of progress. If the Agency determines that the recipient failed to use the Line Item Appropriation within the estimated duration of the project or failed to reasonably achieve its specific goals and objectives, without sufficient justification, the Agency shall demand that any unexpended funds be returned to the state treasury within 45 days of the demand unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. Likewise, if the Contracting Party defaults on the Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana it shall be required to repay the State within 45 days of the demand, unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. For public or quasi-public entities which are recipients under Act 119 of 2021 Regular Legislative Session, the transferring Agency shall forward to the Legislative Auditor, the Division of Administration and the Joint Legislative Committee on the Budget a report showing specific data regarding compliance with this Section and collection of any unexpended funds. This report shall be submitted not later than May 1, 2022.

If the Contracting Party defaults on the agreement, breaches the terms of the agreement, or ceases to do business in Louisiana and does not return unexpended funds upon demand, the agreement shall be turned over to the Attorney General's Office, Collections Section for collection purposes.

4.5 Taxes: The Contracting Party hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be the Contracting Party's obligation and identified under Federal tax identification number **72-6001361**.



**ARTICLE V**  
**TERMINATION FOR CAUSE**

5.1 The State may terminate this agreement for cause based upon the failure of the Contracting Party to comply with the terms and/or conditions of the Agreement; provided that the State shall give the Contracting Party written notice specifying the Contracting Party's failure. If within thirty (30) days after receipt of such notice, the Contracting Party shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contracting Party in default and the Agreement shall terminate on the date specified in such notice. The Contracting Party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement; provided that the Contracting Party shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

**ARTICLE VI**  
**TERMINATION FOR CONVENIENCE**

6.1 The State may terminate the agreement at any time by giving thirty (30) days written notice to the Contracting Party. Upon receipt of notice, the Contracting Party shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this agreement. The Contracting Party shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

**ARTICLE VII**  
**OWNERSHIP**

7.1 All records, reports, documents and other material delivered or transmitted to the Contracting Party by the State shall remain the property of the State, and shall be returned by Contracting Party to the State, at the Contracting Party's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this agreement and/or obtained or prepared by the Contracting Party in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contracting Party to the State at Contracting Party's expense at termination or expiration of this agreement.

**ARTICLE VIII**  
**ASSIGNMENT**

8.1 The Contracting Party 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 State, provided however, that claims for money due or to become due to the Contracting Party from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

**ARTICLE IX**  
**FINANCIAL DISCLOSURE**

9.1 Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the Contracting Party is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives. This evaluation shall be based upon the progress reports and cost reports as provided and certified by the Contracting Party under the requirements of this agreement, as well as any site visits that may be made under the provisions this agreement, to ensure effective achievement of the goals and objectives.

**ARTICLE X**  
**AUDITOR'S CLAUSE**

10.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all records and accounts of the Contracting Party which relate to this Agreement.

10.2 The Contracting Party and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this agreement for a period of three years after the date of Treasury's acceptance of the final Cost and Progress Reports and documentation as required to be filed under Section 2.2 of the Agreement.

**ARTICLE XI**  
**AMENDMENTS IN WRITING**

11.1 Any alteration, variation, modification, or waiver of provisions of this agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the Director of the Office of Contractual Review, Division of Administration, or other delegated authority **prior to the alteration, variation, modification or waiver of any provision of this Agreement**. This agreement may not be amended after the expiration date.

**ARTICLE XII**  
**FISCAL FUNDING CLAUSE**

12.1 The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, or if such appropriation is reduced by the 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 the agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.



**ARTICLE XIII**  
**TERM OF CONTRACT**

13.1 This Agreement shall begin on July 1, 2021 and shall terminate on June 30, 2022. Every effort should be made to complete the objectives of the agreement and incur approved expenses by June 30, 2022. There is no extension of the June 30, 2022 deadline without legislative action and approval.

**ARTICLE XIV**  
**DISCRIMINATION CLAUSE**

14.1 The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal 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 Act of 1975, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contracting Party agrees not to discriminate in its employment practices, and will render services under this contract without regard to age, race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 8 day of December, 2021

**WITNESSES:**

**DEPARTMENT OF THE TREASURY**  
**STATE OF LOUISIANA**

Sarah Mulhearn

  
Agency Head or designee

Jermaine D. Swann

Nancy Keaton  
Print Name and Title

THUS DONE AND SIGNED AT ~~Sulphur~~ Louisiana on the 02 day, of Nov., 2021.

**WITNESSES:**

**Contracting Party**

Imah L. F. Smith

Michael E. Danahay  
Authorized Person

Lura Quibodex

Michael Danahay, Mayor  
Print Name and Title

<b>ATTACHMENT A - PLAN</b> Act 119 of 2021 Regular Legislative Session      Schedule 20		NAME OF CONTRACTING PARTY:
		City of Sulphur
		NAME AND BRIEF NARRATIVE OF PROGRAM:
		Verdine Water Plant North Water Well Replacement and Upgrade – Increase capacity of existing water system
<b>Program Goals, Objectives, Expected Outcomes/Results Activities and Related Performance Measures (Duplicate pages as needed for each goal identified). What are the goals, objective(s), expected outcomes/results for this program:</b> Indicate the goals/objectives for this program. Indicate the expected outcomes/results for each goal. Explain how each goal, objective, outcome/result is measured. Identify activities that will be implemented to achieve expected outcomes, the person(s) responsible for implementing the activity, and the expected completion date.		
1. Program Goal ( <i>Goals are the intended broad, long-term results. Goals are clear statements of the general end purposes toward which efforts are directed.</i> )		
To replace the loss of a previously existing 50 year old well to maintain the maximum daily capacity requirements of the existing system and to provide a well water source with lower iron concentrations to the citizens of Sulphur, LA.		
2. Program Objective(s) ( <i>Objectives are intermediate outcomes--specific, measurable steps towards accomplishing the goal, that identify the expected outcomes and results. The program objective must include a percentage, a specific dollar amount or a number.</i> )		
1. Design, construct, and install new one (1) water well by June 30, 2022		
3. Relevant Activity (Activities) ( <i>An activity is a distinct subset of functions or services within a program to meet the Program Objective.</i> )		
Complete engineered design, bid project, acquire materials, construct water well, install 12” water main to connect to existing water treatment pressure filtration system.		
4. Performance Measure(s) ( <i>Measure the amount of products or services provided or number of customers served. Specific quantifiable measures of progress, results actually achieved and assess program impact and effectiveness. A Performance Measure must be designated as a percentage, a specific dollar amount or a number.</i> )		
1. Number of water wells well designed, constructed, and installed		

# ATTACHMENT B

Page 1

## Project Budget (2021-2022)

Act 119 of 2021 Regular Legislative Session

Schedule 20

City of Sulphur

### Anticipated Income or Revenue

Sources (list all sources of revenue)

1. Act 119 appropriation

2.

3.

Total all sources

### Amounts

\$ 500,000

\$

\$

\$ 500,000

### Anticipated Expenses

#### Expense Categories

#### Total Amount

(see Footnote 1 below)

#### Amount Line Item

#### Appropriation

(see Footnote 2 below)

Gross Salaries(See Attachment B, Page 2)

\$

\$

Related Benefits (Employer share)

\$

\$

Travel

\$

\$

Operating Services:

Advertising

\$

\$

Printing

\$

\$

Insurance

\$

\$

Maintenance of Equipment

\$

\$

Maintenance of Office and Grounds

\$

\$

Rentals

\$

\$

Software licensing

\$

\$

Dues and Subscriptions

\$

\$

Telephones and Internet Service

\$

\$

Postage

\$

\$

Utilities

\$

\$

Other

\$

\$

Office Supplies

\$

\$

Professional & Contract Services

\$ 500,000

\$ 500,000

(See Attachment B, Page 3)

Other Charges (See Attachment B, Page 4)

\$

\$

Acquisitions & Major Repairs

\$

\$

Total Use of the Appropriation

\$ 500,000

\$ 500,000

(Budget categories listed above reflect a typical budget and may be adjusted by the agency and recipient to reflect actual categories necessary for each individual program. Salaries and Professional & Other Contract Services and Other Charges shall be detailed using Pages 2, 3 and 4 of Attachment B). All numbers must be rounded to the nearest dollar.

Footnote (1) This column represents expenditures by category and MUST equal total sources listed above.

Footnote (2) This column represents the portion of expenditures by category funded by the state appropriation provided by this Cooperative Endeavor Agreement.

ATTACHMENT B

Page 2

Staffing Chart

Act 119 of 2021 Regular Legislative Session

Schedule 20

Name of Contracting Party: City of Sulphur

Name of Program: Verdine Water Plant North Water Well Replacement and Upgrade

Name	Title	Total Annual Salary Amount	Total Salary Paid by Appropriation		Related Benefits	Full time or Part Time # of months
			Amount	Percentage		
N/A						

Totals

\$ \_\_\_\_\_ \$ \_\_\_\_\_

\$ \_\_\_\_\_







ATTACHMENT C

Progress Report for the Period of \_\_\_\_\_ to \_\_\_\_\_  
Act 119 of 2021 Regular Legislative Session  
*(To be submitted quarterly showing progress achieved. Duplicate pages as needed.)*

Schedule 20

Name of Contracting Party: City of Sulphur

Name of Program: Verdine Water Plant North Water Well Replacement and Upgrade

Telephone: (337) 527-4500      Fax: (337) 527-4566

<b>Goal:</b>	To increase capacity of the existing system and to provide clean and clear water to citizens of Sulphur, LA.	
<b>Objective(s):</b>	1. Design, construct, and install new one (1) water well by June 30, 2022	
<b>Activity(Activities) Performed:</b>	Complete engineered design, bid project, acquire materials, construct water well, install 12" water main to connect to existing system.	
<b>Performance Measure(s):</b>	1. Number of water wells well designed, constructed, and installed	% , \$ amt. or number complete 1.
I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.		

\_\_\_\_\_  
Signature of Authorized Person  
  
Mike Danahav, Mayor  
Print Name and Title  
  
\_\_\_\_\_  
Date

ATTACHMENT D

Cost Report for the Period of \_\_\_\_\_ to \_\_\_\_\_  
(Expense categories & dollar amounts must reflect those listed in "Attachment B" project budget.)

Schedule 20

Name of Contracting Party: City of Sulphur

Act 119 of 2021 Regular Legislative Session

Name of Program: Verdine Water Plant North Water Well Replacement and Upgrade

Expense Category	Amount of Line Item Appropriation from Attachment B Page 1	Quarterly Expenditures	Total Cumulative Year to Date Expenditures	Balance Remaining
Gross Salaries				
Related Benefits (employer share				
Travel				
Operating Services:				
Advertising				
Printing				
Insurance				
Maintenance of Equipment				
Maintenance of Office and Grounds				
Rentals				
Software licensing				
Dues and Subscriptions				
Telephones and Internet Service				
Postage				
Utilities				
Other				
Office Supplies				
Professional Services	\$ 500,000			
Other Charges				
Acquisitions & Major Repairs				
Totals	\$ 500,000	\$	\$	\$

NOTE: Include a copy of the check and invoice/receipt for each expense submitted with this report.  
I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Signature of Authorized Person  
Mike Danahav, Mayor  
Print Name and Title  
Date



**ATTACHMENT E**  
**Disclosure and Certification Statement**  
Act 119 of 2021 Regular Legislative Session

Schedule 20

**Contracting Party Name:** City of Sulphur

**Contractor's Mailing Address:** 101 N. Huntington St.  
Sulphur, LA 70663

**Name of Program:** Verdine Water Plant North Water Well Replacement and Upgrade

**Organization Type:** (Example: local government, non-profit, corporation, LLP, etc.) Municipality

Private entities required to register with the Secretary of State's office must be in good standing with that office.

Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:

Mike Danahay, Mayor  
101 N. Huntington St.  
Sulphur, LA 70663

Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:

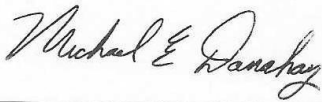
Mark Cholley, Water Plant Supervisor  
101 N Huntington St.  
Sulphur, LA 70663

List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official. Include the amount of anything of economic value received and the position held within the organization. Identify the official and the public position held.

- ☒ I hereby certify that this organization has no outstanding audit issues or findings.
- ☐ I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings. (ATTACH COPY OF AUDIT FINDINGS)

Attach a completed Federal Form W-9 (Request for Taxpayer Identification Number and Certification)

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.



Signature of Authorized Person

Mike Danahay, Mayor  
Print Name and Title

11/02/2021  
Date

**Request for Taxpayer  
Identification Number and Certification**

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>City of Sulphur</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) ►	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. <b>101 N Huntington St</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Sulphur LA 70663</b>	
7 List account number(s) here (optional)	

<b>Part I Taxpayer Identification Number (TIN)</b>																																									
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. <b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																									
Social security number	Employer identification number																																								
<table><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																					<table><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																				
or																																									
7 2 - 6 0 0 1 3 6 1																																									

<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	
Sign Here	Signature of U.S. person ► <b>Jena Probst</b>
	Date ► <b>11/02/2021</b>

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



**ATTACHMENT E-1**  
**Disclosure and Certification Statement**  
Act 119 of 2021 Regular Legislative Session

Schedule 20

**Contracting Party Name:** City of Sulphur

**Name of Program:** Verdine Water Plant North Water Well Replacement and Upgrade

**Sub-Contractor's Name:** Layne Christensen Company

**Sub-Contractor's Mailing Address:** 202 West Louisiana Avenue  
Rayne, LA 70578

**Organization Type:** (Example: local government, non-profit, corporation, LLP, etc.) Corporation

Private entities required to register with the Secretary of State's office must be in good standing with that office.

Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:

Same as below

Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:

Casey Gnau, Project Manager  
202 West Louisiana Avenue  
Rayne, LA 70578

List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official. Include the amount of anything of economic value received and the position held within the organization. Identify the official and the public position held.

- ☒ I hereby certify that this organization has no outstanding audit issues or findings.
- ☐ I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings. (ATTACH COPY OF AUDIT FINDINGS)

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

  
\_\_\_\_\_  
Signature of Subcontractor (Authorized person)

Casey Gnau Project Manager  
\_\_\_\_\_  
Print Name and Title

11-9-2021  
\_\_\_\_\_  
Date



Louisiana  
**SECRETARY  
OF STATE**  
R. WYLE ANDERSON

tps://www.sos.la.gov/Pages/default.aspx)

Search for Louisiana Business Filings

Buy Certificates and Certified Copies    Subscribe to Electronic Notification    Print Detailed Record

Name	Type	City	Status
LAYNE CHRISTENSEN COMPANY	Business Corporation (Non-Louisiana)	WILMINGTON	Active

Previous Names

LAYNE, INC. (Changed: 4/30/1996)  
LAYNE-WESTERN COMPANY, INC. (Changed: 7/17/1992)  
NEW LAYNE-WESTERN COMPANY, INC. (Changed: 8/3/1981)

Business: LAYNE CHRISTENSEN COMPANY

Charter Number: 33448280F

Registration Date: 6/18/1981

Domicile Address

1209 ORANGE STREET  
WILMINGTON, DE 19801

Mailing Address

9303 NEW TRAILS DRIVE  
SUITE 200  
THE WOODLANDS, TX 77381

Principal Business Office

9303 NEW TRAILS DRIVE  
SUITE 200  
THE WOODLANDS, TX 77381

Registered Office in Louisiana

3867 PLAZA TOWER DR.  
BATON ROUGE, LA 70816

Principal Business Establishment in Louisiana

202 W. LOUISIANA AVENUE  
RAYNE, LA 70578

Status

Status: Active

Annual Report Status: In Good Standing

Qualified: 6/18/1981

Last Report Filed: 6/9/2021

Type: Business Corporation (Non-Louisiana)

Registered Agent(s)

Agent:	C T CORPORATION SYSTEM
Address 1:	3867 PLAZA TOWER DR.
City, State, Zip:	BATON ROUGE, LA 70816
Appointment Date:	6/18/1981

Officer(s)

Additional Officers: No

CFT HFI D

Title:	President
Address 1:	9303 NEW TRAILS DRIVE
Address 2:	SUITE 200
City, State, Zip:	THE WOODLANDS, TX 77381
Officer:	MICHAEL W. BARKER
Title:	Vice-President
Address 1:	9303 NEW TRAILS DRIVE
Address 2:	SUITE 200
City, State, Zip:	THE WOODLANDS, TX 77381
Officer:	DENISE C. MCCLANAHAN
Title:	Vice-President
Address 1:	9303 NEW TRAILS DRIVE
Address 2:	SUITE 200
City, State, Zip:	THE WOODLANDS, TX 77381
Officer:	GERNOT E. PENZHORN
Title:	Vice-President
Address 1:	9303 NEW TRAILS DRIVE
Address 2:	SUITE 200
City, State, Zip:	THE WOODLANDS, TX 77381
Officer:	KENT M. WARTICK
Title:	Vice-President
Address 1:	9303 NEW TRAILS DRIVE
Address 2:	SUITE 200
City, State, Zip:	THE WOODLANDS, TX 77381
Officer:	AARON STORM
Title:	Secretary
Address 1:	9303 NEW TRAILS DRIVE
Address 2:	SUITE 200
City, State, Zip:	THE WOODLANDS, TX 77381
Officer:	KENNETH B. OLSON
Title:	Treasurer
Address 1:	9303 NEW TRAILS DRIVE
Address 2:	SUITE 200
City, State, Zip:	THE WOODLANDS, TX 77381
Officer:	JIGISHA DESAI
Title:	Officer
Address 1:	9303 NEW TRAILS DRIVE
Address 2:	SUITE 200
City, State, Zip:	THE WOODLANDS, TX 77381

Mergers (1)

Filed Date	Effective Date:	Type	Charter#	Charter Name	Role
8/3/1981	8/3/1981	MERGE	33448280F	LAYNE CHRISTENSEN COMPANY	SURVIVOR
			31605370F	LAYNE-WESTERN COMPANY, INC.	NON-SURVIVOR

Amendments on File (10)

Name Change	8/3/1981
Merger	8/3/1981
Stmt of Chg or Chg Prin Bus Off	2/22/1985
Stmt of Chg or Chg Prin Bus Off	4/1/1986
Name Change	7/17/1992
1 2	

Back to Search Results

New Search

View Shopping Cart







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

ORDINANCE AUTHORIZING THE MAYOR TO SIGN VEHICLE APPLICATION, TITLE, REGISTRATION, BILL OF SALE AND/OR ANY OTHER TRANSFER DOCUMENTS FROM THE RECORD OWNER FOR PROPERTY LOCATED AT 799 WEST BURTON STREET AND SETTING A PUBLIC HEARING ON SAID 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, movable and immovable; and

WHEREAS, purchase price includes a 14'x75' - 1984 North River Mobile Home, Serial Number ALNR0484801451523 together with immovable property bearing municipal address of 799 West Burton Street, Sulphur, Louisiana is more fully described as follows, to-wit:

THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER (NW/4) OF SECTION 34, TOWNSHIP 9 SOUTH, RANGE 10 WEST, LA. MER, CALCASIEU PARISH LOUISIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING 20 FEET SOUTH AND 21.210 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 9 SOUTH, RANGE 10 WEST, CALCASIEU PARISH, LOUISIANA, THENCE EAST 100 FEET ON THE SOUTH SIDE OF PUBLIC ROAD, THENCE SOUTH 100 FEET, THENCE WEST 100 FEET, THENCE NORTH 100 FEET, THENCE EAST 100 FEET TO THE POINT OF COMMENCEMENT, TOGETHER WITH ALL BUILDINGS AND IMPROVEMENTS, SUBJECT TO ALL RIGHTS OF WAY, EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY, TOGETHER WITH ALL BUILDINGS AND IMPROVEMENTS SITUATED THEREON,

LESS AND EXCEPT:

COMMENCING 20 FEET SOUTH AND 73.2 (MEAS=71.2') FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 34, TOWNSHIP 9 SOUTH, RANGE 10 WEST, THENCE EAST 48.0 (MEAS=53.67') FEET, THENCE SOUTH 100 FEET, THENCE WEST 48.0 (MEAS=52.41') FEET, THENCE NORTH 100 FEET, THENCE EAST 100 FEET TO THE POINT OF COMMENCEMENT, CONTAINING 5,304 FEET, MORE OR LESS.

BE IT FURTHER ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that Mayor Danahay is hereby authorized to sign vehicle application, title, registration, bill of sale and/or any other transfer documents from the record owner and that it does set a public hearing on this ordinance at its regular meeting at 5:30 p.m. on Monday, February 14, 2022.

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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the  
foregoing Ordinance has been  
presented to the Mayor on this  
\_\_\_\_\_ day of \_\_\_\_\_,  
2022, at \_\_\_\_\_ o'clock \_\_\_\_\_.m.

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received  
from the Mayor at \_\_\_\_\_ o'clock \_\_\_\_\_.m.  
on this \_\_\_\_\_ day of \_\_\_\_\_,  
2022, the foregoing ordinance which has  
approved/vetoed by the Mayor.

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk





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

ORDINANCE AUTHORIZING THE SALE OF PROPERTY LOCATED  
AT 799 WEST BURTON STREET AND SETTING A PUBLIC  
HEARING ON SAID 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 sale movable and immovable property located at 799 West Burton Street; and

WHEREAS, sale price includes a 14'x75' - 1984 North River Mobile Home, Serial Number ALNR0484801451523 and also immovable property bearing municipal address of 799 West Burton Street, Sulphur, Louisiana is more fully described as follows, to-wit:

THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE  
NORTHWEST QUARTER (NW/4) OF SECTION 34, TOWNSHIP 9  
SOUTH, RANGE 10 WEST, LA. MER, CALCASIEU PARISH  
LOUISIANA, BEING MORE PARTICULARLY DESCRIBED AS  
FOLLOWS:

COMMENCING 20 FEET SOUTH AND 21.210 FEET EAST OF THE  
NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE  
NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 9 SOUTH,  
RANGE 10 WEST, CALCASIEU PARISH, LOUISIANA, THENCE  
EAST 100 FEET ON THE SOUTH SIDE OF PUBLIC ROAD, THENCE  
SOUTH 100 FEET, THENCE WEST 100 FEET, THENCE NORTH 100  
FEET, THENCE EAST 100 FEET TO THE POINT OF  
COMMENCEMENT, TOGETHER WITH ALL BUILDINGS AND  
IMPROVEMENTS, SUBJECT TO ALL RIGHTS OF WAY,  
EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY,  
TOGETHER WITH ALL BUILDINGS AND IMPROVEMENTS  
SITUATED THEREON,

LESS AND EXCEPT:

COMMENCING 20 FEET SOUTH AND 73.2 (MEAS=71.2') FEET  
EAST OF THE NORTHWEST CORNER OF SAID SECTION 34,  
TOWNSHIP 9 SOUTH, RANGE 10 WEST, THENCE EAST 48.0  
(MEAS=53.67') FEET, THENCE SOUTH 100 FEET, THENCE WEST  
48.0 (MEAS=52.41') FEET, THENCE NORTH 100 FEET, THENCE  
EAST 100 FEET TO THE POINT OF COMMENCEMENT,  
CONTAINING 5,304 FEET, MORE OR LESS.

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 sale said property described above and that it does set a public hearing on this ordinance at its regular meeting at 5:30 p.m. on Monday, February 14, 2022.

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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the  
foregoing Ordinance has been  
presented to the Mayor on this  
\_\_\_\_ day of \_\_\_\_\_,  
2022, at \_\_\_\_\_ o'clock \_\_\_\_\_.m.

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received  
from the Mayor at \_\_\_\_\_ o'clock \_\_\_\_\_.m.  
on this \_\_\_\_\_ day of \_\_\_\_\_,  
2022, the foregoing ordinance which has  
approved/vetoed by the Mayor.

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk





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

Resolution awarding low bid received for the A9-21033-Sulphur Wastewater Plant Phase I SBR Process Improvement – Installation of Decant Control Butterfly Valves.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that bids for the A9-21033-Sulphur Wastewater Plant Phase I SBR Process Improvement – Installation of Decant Control Butterfly Valves were opened and read aloud in an open and public bid session on Monday, January 10, 2022, at 11:00 a.m. and the bids were as follows:

<u>Company</u>	<u>Amount</u>
The Lemoine Company, LLC	\$880,900.00
MPB Construction, LLC	Bid Withdrawn

BE IT FURTHER RESOLVED that the City Council does hereby accept the recommendation of Mayor Mike Danahay and award the bid for the A9-21033-Sulphur Wastewater Plant Phase I SBR Process Improvement – Installation of Decant Control Butterfly Valves as follows:

<u>Company</u>	<u>Amount</u>
The Lemoine Company, LLC	\$880,900.00

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  
\_\_\_\_\_, 2022.

\_\_\_\_\_  
JOY ABSHIRE, Chairman

ATTEST:

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk



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

Vernon F. Meyer, P.E.  
President

Richard T. Meyer, P.E.  
Vice President

February 9, 2022

Mayor Mike Danahay  
City of Sulphur  
101 N. Huntington Street  
Sulphur, LA 70663

Re: City of Sulphur  
Bid Summary and Award Recommendation  
Sulphur Regional Wastewater Treatment Facility  
Phase 1 SBR Process Improvements –  
Installation of Decant Control Butterfly Valves  
Sulphur SP22-1  
MA Project No. A9-21033-DA

Dear Mayor Danahay:

In regard to the captioned project, we offer our evaluation and formal award recommendation for the bid for the wastewater treatment facility installation of decant control butterfly valves, decant inlet piping modifications, and process operations access platforms as received on January 10, 2022, at the offices of City Hall.

Upon the receipt and opening of the bid proposals, there was an initial determination the bid amount of the lowest bid proposal received may have been non-responsive as the differential of the bid proposals received was larger than 40%. Therefore, Meyer & Associates, Inc. made a recommendation to the City that award action be postponed until the February 14, 2022 regular meeting. This recommendation was made to allow more time to fully assess the Bidder proposals along with various pricing proposals and scope sheets submitted by various materials vendors and subcontractors to the Bidders.

**BID SUMMARY**

Bid documents were issued to and/or requested by several licensed Bidders. A total of two (2) construction bid proposals were received and opened by the City of Sulphur at 11:00 A.M. on January 10, 2022.

The following is a summary of the bid proposals received:





Mayor Mike Danahay  
February 9, 2022  
Page 2

Contractor	Total Base Bid
The Lemoine Company, LLC	\$880,900.00
MPB Construction, LLC	Bid Withdrawn

In review of the bids received, opened, and read aloud, the differences in the bid proposals of MPB Construction, LLC and The Lemoine Company, LLC appeared to be more than 40%. The bid proposal of MPB Construction, LLC. was in the amount of \$522,401.00. This bid proposal was \$358,499.00 lower than the bid proposal of \$880,900.00 as received from The Lemoine Company, LLC.

Meyer & Associates, Inc. requested that MPB Construction, LLC provide copies of scope sheets and pricing proposals from material vendors, platform fabricators, and electrical subcontractors upon which MPB Construction, LLC prepared their bid proposal. In response to this request, MPB Construction, LLC advised that a major vendor and platform fabricator withdrew their pricing proposals after the submittal and opening of the bids. As a result, MPB Construction, LLC has submitted a formal letter of notification of withdrawal of their bid proposal for cause. A copy of the bid withdrawal notification letter is attached for your files.

The bid summary reveals that the lowest responsible and responsive decant control butterfly valves installation bid was submitted by The Lemoine Company, LLC in the amount of \$880,900.00. The City of Sulphur has the right to either award the contract to The Lemoine Company, LLC. in the amount of \$880,900.00 or reject all bids, revise the bid document scope of work, and re-advertise the project with a revised scope of work.

Due to hurricane damages to the decanter equipment at the wastewater treatment plant, the City is having to provide 24 hour per day manual operation of the damaged SBR decanting system. The installation of the automatic control valves is necessary for the proper installation and operation of the forthcoming Phase 2 SBR Process Improvements and when completed will allow the City to go back to an PLC automatic operational mode. This will allow the City to reduce operations overtime manhours.

It is our opinion the construction bid as currently submitted by The Lemoine Company, LLC does provide a reasonable cost for installing the mechanical control valve equipment and electrical control systems upgrades as required in the plans and specifications. It is also our opinion the





Mayor Mike Danahay  
February 9, 2022  
Page 3

rejection of all bids and re-advertising of a revised scope of work project will not result in capital cost savings to the City. The delay in the award and construction installation of the proposed work will most likely result in higher capital and operations costs to the City of Sulphur.

#### CONSTRUCTION BUDGET SUMMARY

The City has sufficient funds budgeted for the award of the contract to The Lemoine Company, LLC by utilizing a combination of FEMA disaster recovery funds, American Recovery Act funds, and existing local Capital Projects funds to award a contract for the low responsive and responsible bid for the Sulphur Wastewater Treatment Facility Phase 1 SBR Process Improvements.

#### AWARD RECOMMENDATION

Subject to your review and acceptance, Meyer & Associates, Inc. recommends award of a construction contract to The Lemoine Company, LLC in the amount of \$880,900.00 as the lowest responsible and responsive Bidder.

The Lemoine Company, LLC is currently completing the Phase 2 Improvements of the Verdine Water Treatment Plant successfully and on schedule. The Lemoine Company, LLC is fully capable of providing the technical supervision and construction services necessary for the successful installation and start-up of the Phase 1 SBR Process Improvements at the Sulphur Wastewater Treatment Facility.

We trust our recommendation meets with your approval. Pending award action by the City, a Notice of Award will be forthcoming under separate letter. If you have any questions, please let us know.

Sincerely,

Wayne L. Harris, P.E.  
Senior Project Manager

Enclosures

Cc: Mr. Austin Abrahams, Sulphur Public Works, w/att.  
Ms. Jennifer Thorn, Sulphur Finance, w/att.

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

RESOLUTION INDICATING THE INTENTION OF THE CITY OF SULPHUR, STATE OF LOUISIANA, TO APPROVE THE TWO (2) YEAR APPOINTMENT OF MICHAEL E. DANAHAY AS A DIRECTOR TO THE BOARD OF LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY (THE “AUTHORITY”) AS PROVIDED BY CHAPTER 10-D OF TITLE 33 OF THE LOUISIANA REVISED STATUTES OF 1950, AS AMENDED.

WHEREAS, Chapter 10-D of Title 33 of the Louisiana Revised Statutes of 1950, as amended, comprised of R.S. 33:4548.1 through 4548.16 is known as the Louisiana Local Government Environmental Facilities and Community Development Authority Act (the “Act”); and

WHEREAS, the Act creates the Louisiana Local Government Environmental Facilities and Community Development Authority (the “Authority”) for the purpose of assisting political subdivisions, as defined by the Act, and other designated entities in acquiring, financing, and constructing certain facilities, including environmental, public infrastructure, community and economic development purposes and to otherwise establish programs to aid in the financing of local government and economic development projects; and

WHEREAS, the City of Sulphur, State of Louisiana, previously passed a resolution to become a participating political subdivision of the Authority in accordance with the Act; and

NOW, THEREFORE, BE IT RESOLVED by the governing authority of the City of Sulphur, State of Louisiana, acting in such capacity:

SECTION 1. Approve the appointment of Michael E. Danahay to serve as Director of the Authority for a term of two (2) years from the date hereof.

SECTION 2. This resolution shall take effect immediately and a certified copy hereof shall be forwarded to the offices of the Authority.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: Mrs. Ellender, Mr. Koonce, Mrs. Hardy, Mrs. Abshire, Mrs. Thomas

NAYS: None

ABSENT: None

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

\_\_\_\_\_  
JOY ABSHIRE, Chairman

ATTEST:

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk

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

Resolution accepting Substantial Completion for Crocker Street Drainage Improvements.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby accept Substantial Completion for Crocker Street Drainage Improvements.

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

\_\_\_\_\_  
JOY ABSHIRE, Chairman

ATTEST:

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk

**NOTICE BY OWNER OF ACCEPTANCE OF WORK**

STATE OF LOUISIANA

PARISH OF CALCASIEU

TO WHOM IT MAY CONCERN:

Public notice is hereby given, according to law, that Tanner Heavy Equipment Co., LLC has substantially performed everything that was required of the Crocker Street Drainage Improvements, City of Sulphur, MA Project No. B8-17089-DA, to be done under that certain contract entered into between the undersigned Owner and said Contractor dated February 06, 2020 in the amount of \$573,691.00, which contract was recorded in Mortgage Book bearing File No. 3382363 of the Records of Mortgages for Calcasieu Parish, to note this acceptance thereof in the margin of the above recited inscription of said contract.

\_\_\_\_\_, Louisiana, this \_\_\_\_\_ day of \_\_\_\_\_, 2022

City of Sulphur  
OWNER

BY: \_\_\_\_\_

Mayor

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

Resolution authorizing Mayor Mike Danahay to settle the lawsuit with Charmaine Y. Colston.

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 settle the following lawsuit:

CHARMAINE Y. COLSTON  
VS. 19-1506  
CITY OF SULPHUR

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

\_\_\_\_\_  
MANDY THOMAS, Chairman

ATTEST:

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk