

AGENDA  
SULPHUR CITY COUNCIL MEETING  
**MONDAY, AUGUST 12, 2024, AT 5:30 P.M.**

THERE WILL BE A REGULAR MEETING OF THE SULPHUR CITY COUNCIL  
**MONDAY, AUGUST 12, 2024, AT 5:30 P.M.,** IN THE COUNCIL CHAMBERS LOCATED  
AT 1551 EAST NAPOLEON STREET, SULPHUR, LOUISIANA, TO DISCUSS AND  
ADOPT THE FOLLOWING:

CALL TO ORDER  
INVOCATION  
PLEDGE OF ALLEGIANCE  
ROLL CALL  
APPROVAL OF MINUTES  
APPROVAL OF AGENDA

1. CERTIFICATE OF RECOGNITION to Darren Lucas. I11-24  
(Mayor Danahay and Chief Naquin)
2. PUBLIC HEARING on ordinance approving application for a borrow pit, not to exceed  
70 acres, for KNI, LLC (Kevin Ashy) for property located on the west side of Prater  
Road, north of Hwy. 90. ORD67-24 (Mandy Thomas)
3. INTRODUCTION OF ORDINANCE authorizing Mayor Mike Danahay to enter into a  
Cooperative Endeavor Agreement with Calcasieu Parish Police Jury for Tire Waste  
Recycling. ORD68-24 (Mayor Danahay)
4. RESOLUTION awarding low bid for the reconstruction of Animal Control.  
RES38-24 (Mayor Danahay)
5. RESOLUTION awarding the Request for Proposals for Water Meter Program (Phase I).  
RES39-24 (Mayor Danahay)
6. RESOLUTION awarding low bid received for the Wastewater Treatment Facility  
Emergency Power Generator and Automatic Transfer Switch Replacement (Hurricane  
Laura damages). RES40-24 (Mayor Danahay)
7. RESOLUTION awarding low bid for annual supply of chlorine.  
RES41-24 (Mayor Danahay)
8. RESOLUTION appointing a member to the Fire and Police Civil Service Board.  
RES42-24 (Nick Nezat)

9. RULE TO SHOW CAUSE for the condition of the following addresses:

- a. To condemn building or structure located at 1404 Peachtree Road, in accordance with Article IX, Section 5-286 through 5-296 of the Code of Ordinances. (Joy Abshire)

10. Extension for temporary housing in recreational vehicles due to damage caused by Hurricane Laura for the following address:

- a. To extend temporary housing in a recreational vehicle located at 1033 West Verdine Street, in accordance with Ordinance No. 1694, M-C Series. (Dru Ellender)

11. CONDEMNATION OF STRUCTURES in accordance with Chapter 5, Section 289 of the Code of Ordinances of the City of Sulphur for the condition of the following addresses as a result of Hurricanes Laura and Delta (PPDR properties):

PRIMARY STRUCTURES

- a. To condemn building or structure located at 1005 Live Oak Street.
- b. To condemn building or structure located at 1400 LeBlanc Street.
- c. To condemn building or structure located at 1406 LeBlanc Street.
- d. To condemn building or structure located at 1505 Garth Drive.
- e. To condemn building or structure located at 214 Pine Street.
- f. To condemn building or structure located at 220 Avelia Street.
- g. To condemn building or structure located at 2476 St. Rose Ave.
- h. To condemn building or structure located at 316 Landry Street.
- i. To condemn building or structure located at 318 Vincent Lane.
- j. To condemn building or structure located at 608 South Crocker Street.
- k. To condemn building or structure located at 621 Mustang Street.
- l. To condemn building or structure located at 644 Maple Street.
- m. To condemn building or structure located at 822 North Huntington Street.
- n. To condemn building or structure located at 916 Lilliput Lane.

## SECONDARY STRUCTURES

- a. To condemn building or structure located at 2218 North Rose Park Avenue.
- b. To condemn building or structure located at 26 East End Avenue.
- c. To condemn building or structure located at 608 South Crocker Street.
- d. To condemn building or structure located at 814 Mackey Street.

### 12. RULE TO SHOW CAUSE for the condition of the following addresses:

- a. To condemn building or structure located at 751 South Crocker Street, in accordance with Article IX, Section 5-286 through 5-296 of the Code of Ordinances. (Melinda Hardy)
- b. To condemn building or structure located at 933 Elm Street, in accordance with Article IX, Section 5-286 through 5-296 of the Code of Ordinances. (Melinda Hardy)

### 13. 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, September 9, 2024, at 5:30 p.m. in the Council Chambers located at 1551 East Napoleon Street, Sulphur, LA.

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

Arlene Blanchard, Council Clerk  
City of Sulphur  
101 North Huntington Street, Sulphur, LA 70663  
(337) 527-4500

ORDINANCE NO.                      M-C SERIES

ORDINANCE APPROVING APPLICATION FOR A BORROW PIT, NOT TO EXCEED 70 ACRES, FOR KNI, LLC (KEVIN ASHY) FOR PROPERTY LOCATED ON THE WEST SIDE OF PRATER ROAD, NORTH OF HWY. 90.

WHEREAS, application has been submitted by KNI, LLC for approval for a borrow pit, not to exceed 70 acres, for KNI, LLC (Kevin Ashy) for property located on the west side of Prater Road, north of Hwy. 90 for the following property description:

THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE SW QUARTER OF THE SW QUARTER OF SECTION 29 AND THE NW QUARTER OF THE NW QUARTER OF SECTION 32, ALL IN TOWNSHIP 9 SOUTH, RANGE 9 WEST, SOUTHWESTERN LAND DISTRICT, LOUISIANA MERIDIAN, CALCASIEU PARISH, LOUISIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT THAT IS NORTH 89°23'12" WEST 50.00 FEET FROM THE SE CORNER OF THE SW QUARTER OF THE SW QUARTER OF SAID SECTION 29, TOWNSHIP 9 SOUTH, RANGE 9 WEST;

THENCE SOUTH 00°11'12" EAST A DISTANCE OF 1263.31 FEET; THENCE NORTH 89°53'52" WEST A DISTANCE OF 1220.00 FEET;

THENCE NORTH 00°11'12" WEST A DISTANCE OF 2499.30 FEET; THENCE SOUTH 89°53'52" EAST A DISTANCE OF 1220.00 FEET;

THENCE SOUTH 00°11'12" EAST A DISTANCE OF 1235.99 FEET TO THE POINT OF COMMENCEMENT.

HEREIN DESCRIBED TRACT CONTAINING 70.00 ACRES, MORE OR LESS, AND SUBJECT TO ANY RIGHTS OF WAY, SERVITUDES AND/OR EASEMENTS OF RECORD OR BY USE.

WHEREAS, approval of application is contingent upon the applicant submitting the following required documents with the development permit application:

1. Runoff Management Plan (RMP)
2. Gravity Drainage District 5 Letter of No Objection (depends on access to southern portion)
3. Stormwater Pollution Prevention Plan / Notice of Intent to DEQ for discharge permit
4. Detailed ingress/egress plans, on and off site

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

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby approve the application for a borrow pit, not to exceed 70 acres, for KNI, LLC (Kevin Ashy) for property located on the west side of Prater Road, north of Hwy. 90.

APPROVED AND ADOPTED by  
the City Council of the City of  
Sulphur, Louisiana, on this \_\_\_\_  
day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
NICK NEZAT, Chairman

I HEREBY CERTIFY that the  
foregoing Ordinance has been  
presented to the Mayor on this  
\_\_\_\_ day of \_\_\_\_\_,  
2024, 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 \_\_\_\_\_,  
2024, the foregoing ordinance which has  
approved/vetoed by the Mayor.

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



# Memo

To: Land Use and Planning Commissioners  
From: Austin Abrahams   
Director, Department of Public Works  
CC: Arlene Blanchard, Mayor Mike Danahay  
Date: 7/8/2024  
Re: ***Property located on west side of Prater Road, north of Hwy 90:  
Approval of Borrow Application***

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Comments: **Application:**

KNI, LLC (Kevin Ashy) has requested the approval of a borrow pit, not to exceed 70 acres.

**Situation:**

Applicant has already received a variance for the borrow pit to exceed five acres not to exceed 70 acres. The proposal includes two ponds separated by a drainage lateral maintained by GGD5. Depending on how the applicant plans to access the southern portion, additional approval from gravity drainage may be required.

**Findings:**

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

- a. Required documents not yet received for review:
  1. Runoff Management Plan (RMP)
- b. In accordance with Article III, Part 2, Section 10 of the Land Use Ordinance, hauling must be completed within 3 years.

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**Recommendations:**

Contingent upon the applicant submitting required documents with the development permit application and found to be in compliance with city standards, it is recommended the application be granted.

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## City of Sulphur Application for Borrow Pit or Pond

Date: 6/28

Fee: \_\_\_\_\_  
(See Ord. 1733 M-C)

**Submit the following with this application: Legal description and a detailed site plan. Upon review, the Permit Office may require a cash deposit. If necessary, the deposit must be paid to the Permit Office before the application is considered complete. This will apply to all borrow pit and pond application requests.**

Name of Applicant: Kevin Ashy Phone: \_\_\_\_\_ Cell: 225-939-8485

Address: 19620 Southern Hills Ave Baton Rouge LA 70809  
Street City State, Zip Code

Name of Dirt Contractor: TBD Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State, Zip Code

Does the Dirt Contractor have an occupational license? \_\_\_\_\_ Yes \_\_\_\_\_ No

Location of Excavation: \_\_\_\_\_

Purpose of Excavation: Personal use: Borrow Pit ☒ Pond \_\_\_\_\_

Will any dirt be removed from the site? ☒ Yes \_\_\_\_\_ No

Size of Borrow Pit/Pond: \_\_\_\_\_ Length \_\_\_\_\_ Width \_\_\_\_\_ Depth \_\_\_\_\_ Side Slope  
(Can't exceed 5 acres)

**If dirt is removed from the site, this section must be filled out completely**

What percentage of dirt will be removed from site 100 % # of cubic yards 4-2 million

Cubic yards are determined by using this formula (Length (ft.) X Width (ft.) X Depth (ft.) divided by 27 = cubic yards

1. Size of trucks to haul dirt: \_\_\_\_\_ 7 yards \_\_\_\_\_ 14 yards TBD Other \_\_\_\_\_
2. Number of loads to be hauled each day: unknown
3. Which days of the week do you plan to operate: up to 7 Days
4. Operating hours of borrow pit/pond: Per Ordinance
5. How long will it take to complete the dirt removal operation: unknown
6. Do you have a contract with a specific company: No
7. Name all roads you plan to haul on from this location: TBD

8. Is site to be fenced? \_\_\_\_\_ Yes \_\_\_\_\_ No Fence type: TBD

9. Will borrow pit/pond be stocked? \_\_\_\_\_ Yes ☒ No

10. Will public have access to the stocked pit? \_\_\_\_\_ Yes ☒ No

11. What are the setbacks? \_\_\_\_\_ Side yard \_\_\_\_\_ Rear Yard \_\_\_\_\_ Front Yard

12. What is the distance of the nearest borrow pit in operation unknown

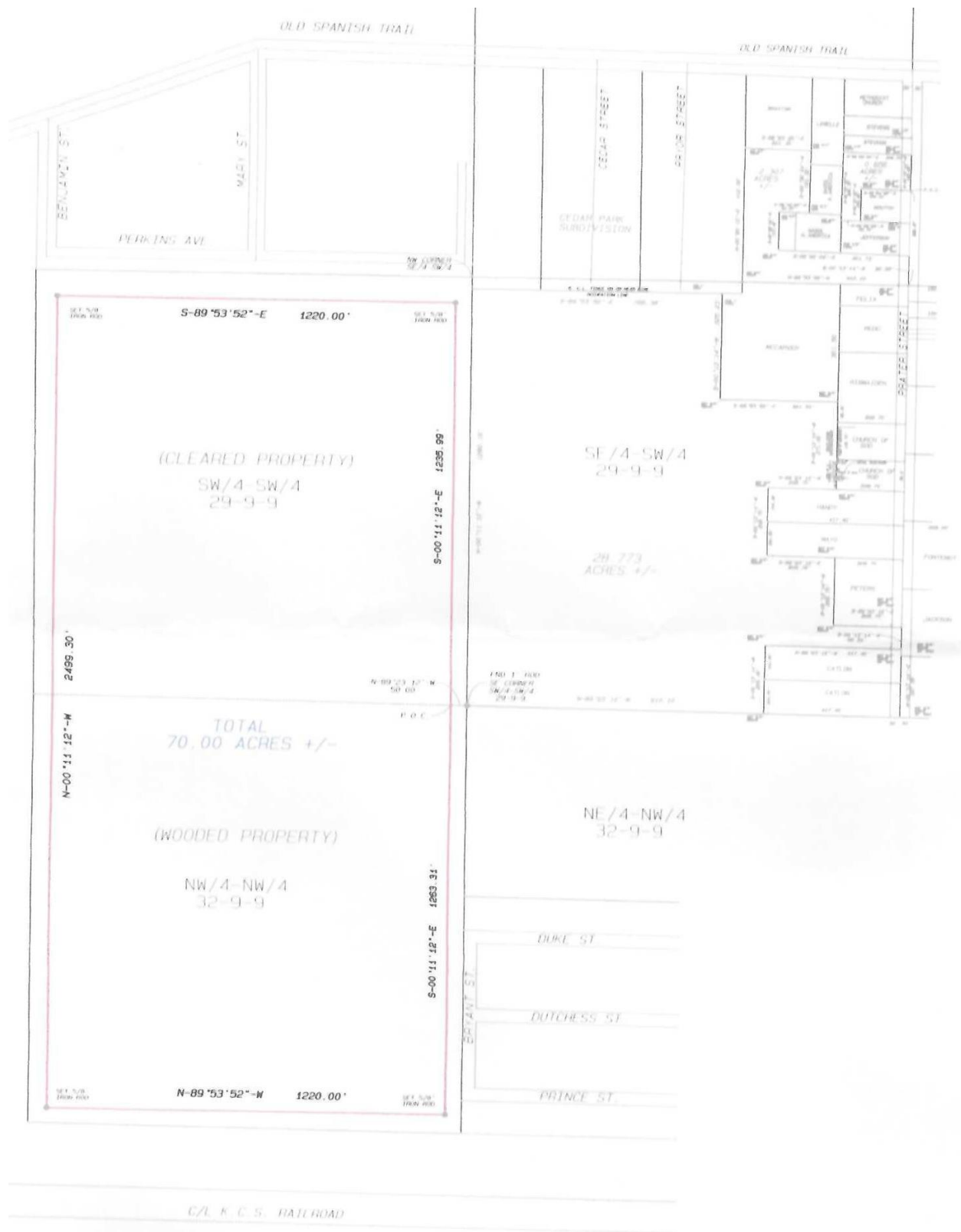
13. Length of access road and type of road surface TBD

Special Note: The individuals signing this form, including all accompanying documents, certifies that the information provided is true, correct and complete to the best of my knowledge and belief.

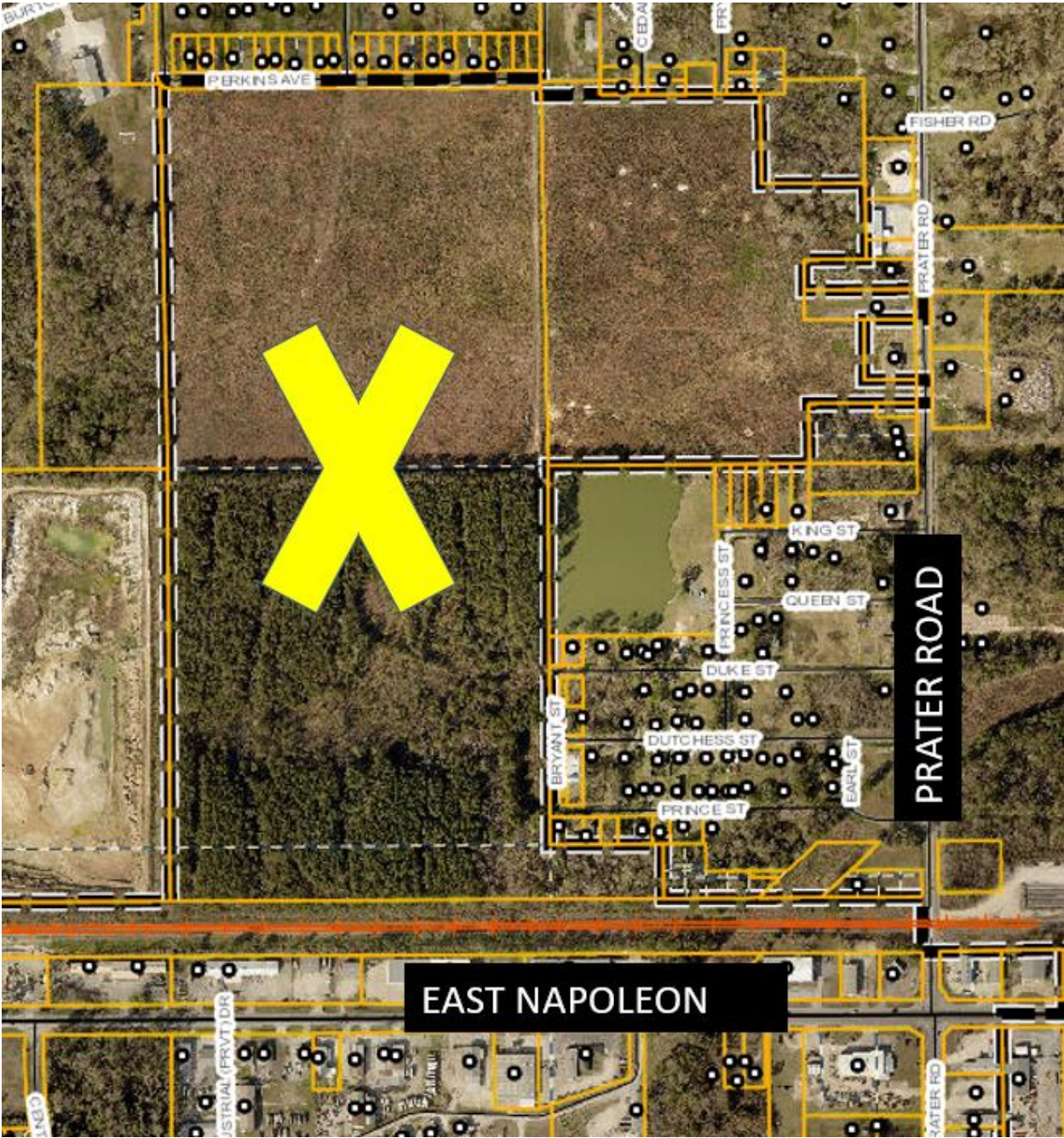
[Signature] 6/28  
Applicant Date Dirt Contractor Date

Comment letter from Land Use Administrator/Chief Building Official \_\_\_\_\_

Remarks: \_\_\_\_\_







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

ORDINANCE AUTHORIZING MAYOR MIKE DANAHAHAY TO ENTER INTO  
A COOPERATIVE ENDEAVOR AGREEMENT WITH CALCASIEU PARISH  
POLICE JURY FOR TIRE WASTE RECYCLING.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Mike Danahay to enter into a Cooperative Endeavor Agreement with Calcasieu Parish Police Jury for Tire Waste Recycling.

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

APPROVED AND ADOPTED by  
City Council of the City of  
Sulphur, Louisiana, on this \_\_\_\_\_  
day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
NICK NEZAT, Chairman

I HEREBY CERTIFY that the  
foregoing Ordinance has been  
presented to the Mayor on this  
\_\_\_\_\_ day of \_\_\_\_\_,  
2024, 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 \_\_\_\_\_,  
2024, the foregoing ordinance which has  
approved/vetoed by the Mayor.

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



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

STATE OF LOUISIANA  
PARISH OF CALCASIEU

THIS AGREEMENT is hereby made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2024, by and between the CALCASIEU PARISH POLICE JURY, hereinafter referred to as "PARISH," a political subdivision of the State of Louisiana, represented herein by its duly authorized Administrator, Bryan C. Beam, and CITY OF SULPHUR, hereinafter referred to as "CITY," a political subdivision of the State of Louisiana, and represented herein by its duly authorized Mayor, Mike Danahay.

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

WHEREAS, the PARISH and the CITY has a legal obligation of providing waste tire recycling for the benefit of the citizens of Calcasieu Parish, and

WHEREAS, the PARISH and the CITY consider the public benefit of waste tire recycling to be proportionate to the costs associated with this activity.

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

**1. Scope of Agreement**

The PARISH and the CITY hereby agree to work together to alleviate waste tire littering in Calcasieu Parish by having the CITY bring waste tires collected as litter in the City of Sulphur to the PARISH'S Public Works West Convenience Center located at 2915 Post Oak Road, Sulphur, LA 70663. Such delivery will be during regular working hours of operation, Thursday-Monday 7:00 am – 5:00 pm, along with manifests for all tires received (roadways, right of ways, etc.). Manifests are to include a breakdown of the types of tires being delivered to satisfy third party vendor invoicing requirements. This information will be included in the PARISH's monthly Department of Environmental Quality (DEQ) reporting, keeping such manifest records for five years, according to DEQ mandates.

The CITY is limited to a maximum of nineteen (19) tires delivered to the PARISH per day. The PARISH will not accept more than nineteen (19) tires per day. The CITY must submit manifests listing the number and type of tires being delivered, location where the tires were picked up and any additional information required by the Department of Environmental Quality (DEQ). The PARISH will be responsible for all waste tire reporting to the DEQ. Payments to third party tire collectors will be through the PARISH exclusively. No commercial delivery of waste tires will be accepted at said convenience center. Only government vehicle delivery will be accepted.

## **2. Term of Agreement**

The effective date of this agreement shall be June 1<sup>st</sup>, 2024. This agreement shall have an initial term of one (1) year, commencing on the effective date and concluding one (1) year thereafter. The initial term of this agreement shall be automatically extended for four (4) additional one-year terms unless either party notifies the other party in writing of its intention not to renew, not less than thirty (30) days prior to the expiration of the current term.

## **3. Payment Terms**

The PARISH will invoice the CITY for the cost of third-party tire collector fees and any additional direct handling costs identified by the PARISH. Under this agreement, the CITY agrees to pay the PARISH all amounts properly invoiced and due subject to an annual not-to-exceed amount of twenty thousand dollars (\$20,000).

If this agreement extends beyond the current fiscal year and notwithstanding anything to the contrary and when applicable, both parties acknowledge and agree that pursuant to the applicable state law, this agreement is subject to an annual appropriation dependency requirement to the effect that the renewal of this agreement is contingent upon the appropriation of funds by either party to fulfill any future payment requirements of this agreement. If either party fails to appropriate sufficient monies to provide for any future payment requirements under this agreement, this agreement shall terminate on the last day of the last fiscal year for which funds were appropriated.

## **4. Amendments and Assignments**

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



## **5. Records and Audits**

For audit purposes, all records will be made available by both parties to any authorized representative of either party and said records will be retained for three (3) years from the final contractual payment under this agreement. It is also agreed that all records shall be made available to either party at no additional charge for such information. If any confidential information is obtained during the course of this agreement, both parties agree not to release that information without the approval of the other party unless instructed otherwise by court order, grantor, auditor, public information request or as required by law.

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

## **6. Liability, Indemnity and Insurance**

Both parties are responsible for the maintenance, upkeep and any insurance requirements related to the operations or activities associated with this agreement.

This agreement is intended for the benefit of the PARISH and the CITY and does not confer any rights upon any other third parties. All rights by and between the PARISH and the CITY are limited to the actions outlined in the applicable local, state and federal laws, regulations and policies.

The PARISH will indemnify, defend, and hold harmless the CITY, including the CITY'S employees and agents, from and against any and all claims or liabilities arising from the fault of the PARISH, its employees or agents in carrying out the PARISH's duties and obligations under the terms of this agreement. The CITY will indemnify, defend, and hold harmless the PARISH, including the PARISH's employees and agents, from and against any and all claims or liabilities arising from the fault of the CITY, its employees or agents in carrying out the CITY'S duties and obligations under the terms of this agreement. This section will survive the termination of this agreement. In the event that either party takes any action to enforce this mutual indemnity provision, the prevailing party shall be entitled to recover reasonable attorney's fees and costs arising as a result thereof.

## **7. Termination of Agreement and Dispute Resolution**

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

## **8. Severability, Entire Agreement and Captions**

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

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

## **9. No Authorship Presumptions**

The PARISH and the CITY have had an opportunity to negotiate the language of this agreement in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship. The PARISH and the CITY hereby waive the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this agreement, including but not limited to, any rule of law to the effect that any provision of this agreement shall be interpreted or construed against the party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any person that becomes a party by reason of assignment and/or assumption of this agreement and any successor to a signatory party.

**10. Address of Notices and Communications**

All notices between the PARISH and the CITY provided pursuant to this agreement shall be in writing. The name and address of the PARISH'S representative is:

Mr. Bryan C. Beam, Administrator  
Calcasieu Parish Police Jury  
P.O. Box 1583  
Lake Charles, Louisiana 70602

The name and address of the CITY'S representative is:

Honorable, Mike Danahay, Mayor  
101 North Huntington Street  
Sulphur, LA. 70663

In the event that the mailing address of the PARISH or the DISTRICT changes during the terms of this agreement, or that there is a change in the designated points of contact, the party with the address change or change of contact shall immediately notify the other party of the change.

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THUS DONE AND SIGNED on the \_\_\_\_ day of \_\_\_\_\_ 2024, in Lake Charles, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES: **CALCASIEU PARISH POLICE JURY:**

\_\_\_\_\_  
Witness Signature

BY: \_\_\_\_\_  
BRYAN C. BEAM, ADMINISTRATOR

\_\_\_\_\_  
Printed Witness Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Witness Name

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Notary Printed/Stamped Name  
and Identification Number

THUS DONE AND SIGNED on the \_\_\_\_ day of \_\_\_\_\_ 2024, in \_\_\_\_\_, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES: **CITY OF SULPHUR:**

\_\_\_\_\_  
Witness Signature

BY: \_\_\_\_\_  
MIKE DANAHEY, MAYOR

\_\_\_\_\_  
Printed Witness Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Witness Name

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Notary Printed/Stamped Name  
and Identification Number

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

Resolution awarding the Request for Proposals for Water Meter Program  
(Phase I).

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that proposals for Water Meter Program (Phase 1) were opened on Friday, August 9, 2024, at 10:00 a.m. and proposals were as follows:

<u>PROPOSER</u>	<u>Score</u>
Core & Main	92
Vanguard Utility Services	N/A
Ferguson Waterworks	N/A
RP Construction LLC	N/A
Gunter Construction, Inc.	N/A
Southern Pipe & Supply	N/A

*During evaluation, each proposal was given a score based on the following:*

- 1. Price – 30%*
- 2. Meet the System Qualifications – 30%*
- 3. Loca Service and Support – 30%*
- 4. Warranty – 10%*

*Total – 100%*

BE IT FURTHER RESOLVED that the City Council does hereby accept the recommendation of Mayor Mike Danahay and award the proposal for Water Meter Program (Phase I).as follows:

<u>PROPOSER</u>	<u>Score</u>
Core & Main	92

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 \_\_\_\_\_, 2024.

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NICK NEZAT, Chairman

ATTEST:

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ARLENE BLANCHARD, Clerk



# Memo

**To:** City Council

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

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

**Date:** 8-9-2024

**Re:** 5. RESOLUTION awarding Request for Proposals for Water Meter Program (Phase 1)

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The request for proposals was sent to the vendors listed in the table below. On August 9, 2024, the City of Sulphur received proposals for Water Meter Program (Phase 1). During evaluation, each proposal was given a score based on the following:

1. Price - 30%
  2. Meet the System Qualifications – 30%
  3. Local Service and Support – 30%
  4. Warranty – 10%
- Total – 100%

In the score tabs below, if the score is expressed as "N/A," a proposal was not received.

Water Meter Program (Phase 1)	
Proposer	Score
Core & Main	92
Vanguard Utility Services	N/A
Ferguson Waterworks	N/A
RP Construction LLC	N/A
Gunter Construction, Inc.	N/A
Southern Pipe & Supply	N/A

After evaluation of the proposals, we recommend awarding the Request for Proposals for Water Meter Program (Phase 1) to Core & Main.

**City of Sulphur**  
Water Meter Replacement for Existing  
Automated Meter Infrastructure (AMI) System Phase 1  
Proposal Evaluation

<b>Proposer:</b> <i>CORE &amp; MANN</i>	
<b>Price 30%</b>	1-30
Score:	<i>25</i>
<b>Meet the System Qualifications 30%</b> <i>Technical Specifications, Project Management, Implementation and Conversion</i>	1-30
Score:	<i>30</i>
<b>Local Service and Support 30%,</b> <i>Maintenance and Support, Training and Education</i>	1-30
Score:	<i>28</i>
<b>Warranty 10%</b>	1-10
Score:	<i>9</i>
<b>Total Score: (MAX 100%)</b>	<i>92%</i>

Evaluator: *Austin Anderson*  
Date: *6-9-24*

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

Resolution awarding low bid received for the Wastewater Treatment Facility Emergency Power Generator and Automatic Transfer Switch Replacement (Hurricane Laura damages).

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that bids for the Wastewater Treatment Facility Emergency Power Generator and Automatic Transfer Switch Replacement (Hurricane Laura damages) were opened and read aloud in an open and public bid session on Thursday, August 8, 2024, at 11:00 a.m. and bids were as follows:

**CONTRACTOR**

**BASE BID AMOUNT**

Kaough & Jones Co., Inc.

\$3,089,900.00

Ernest P. Breaux Electrical, LLC

\$3,324,400.00

BE IT FURTHER RESOLVED that the City Council does hereby accept the recommendation of Mayor Mike Danahay and award the bid for the Wastewater Treatment Facility Emergency Power Generator and Automatic Transfer Switch Replacement as follows (subject to availability of increased budget funding and receipt of the 10 Day Forms):

**CONTRACTOR**

**BASE BID AMOUNT**

Kaough & Jones Co., Inc.

\$3,089,900.00

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  
\_\_\_\_\_, 2024.

\_\_\_\_\_  
NICK NEZAT, Chairman

ATTEST:

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



## Meyer & Associates, Inc. Consulting Engineers

Vernon F. Meyer, P.E.  
President

Richard T. Meyer, P.E.  
Vice President

August 9, 2024

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

RE: Sulphur Regional Wastewater Treatment Facility  
Emergency Diesel Generator and Automatic Transfer  
Switch DR4559-LA FEMA CAT E-Construction  
Award Recommendation  
M.A. Project No. A9-21131-DA

Dear Mayor Danahay:

In regard to the captioned project, we would like to offer the following Bid Evaluation and Award Recommendation concerning the bids received on August 8, 2024.

### **BID SUMMARY AND EVALUATION**

The following is a summary of the two (2) of bids received:

Bidder	Total Base Bid
Kaough & Jones Electric Co., Inc.	\$3,089,900.00
Ernest P. Breaux Electrical, LLC	\$3,324,400.00
Engineer's Estimate	\$2,300,000.00

An itemized bid tabulation is attached for your review.

A review of the bid summary reveals that the lowest responsible bidder was Kaough & Jones Electric Co., Inc. with a Total Base Bid of \$3,089,900.00. The second Bid was within 7.6% of the low Bid. Therefore the bids received were competitive. However, the low bid amount is 35% higher than the initially anticipated construction budget.





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In interviewing Kaough & Jones Electric Co., Inc. after the bid opening, we learned the generator manufacturers' equipment quotations to the Bidders were significantly higher than anticipated by our electrical engineering consultant. The higher-than-expected pricing is due in part to the inability of domestic manufacturers to accommodate increase domestic demand orders created by Federal American Recovery Act grant funds, as well as prior long term order backlogs due to COVID-19 shutdowns worldwide.

A review of the bid summary reveals that the lowest responsible bidder was Kaough & Jones Electric Co., Inc. with a Total Base Bid of \$3,089,900.00 and the bids received for the project were competitive. It is our opinion that in review of the current generator manufacturer market demands as well as the competitiveness of bids received, the bid amount is a reasonable cost for performing the work called for in the plans and specifications.

#### **AWARD RECOMMENDATION**

Subject to the availability of increased budget funding by the City of Sulphur, Meyer & Associates, Inc. recommends award of this construction contract to Kaough & Jones Electric Co., Inc. in the amount of their Total Base Bid of \$3,089,900.00 contingent upon receipt of the 10 Day Forms. Upon your concurrence with this award, the Notice of Award and Construction Contracts will be forthcoming under separate cover.

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

Sincerely,

Wayne L. Harris, P.E.

Enclosure

Cc: Mrs. Tina Trahan, M.A. w/att.  
Mrs. LeAnna LaVergne, M.A. w/att.

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

Resolution awarding low bid for the annual supply of Chlorine.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that bids for annual supply of Chlorine were opened and read aloud in an open and public bid session on Tuesday, August 6, 2024, at 10:00 a.m. and bids were as follows:

<u>COMPANY</u>	<u>UNIT COST</u>	<u>EXTENSION</u>
PVS DX, INC.	\$1.1245 PER/LB	\$123,695.00

BE IT FURTHER RESOLVED that the City Council does hereby accept the recommendation of Mayor Mike Danahay and award the bid for the annual supply of Chlorine as follows:

<u>COMPANY</u>	<u>UNIT COST</u>	<u>EXTENSION</u>
PVS DX, INC.	\$1.1245 PER/LB	\$123,695.00

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  
\_\_\_\_\_, 2024.

\_\_\_\_\_  
NICK NEZAT, Chairman

ATTEST:

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

**AMOUNTS MUST BE SHOWN IN BOTH WORDS AND FIGURES. IN CASE OF DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN**

ITEM #	QUANTITY & UNIT	ITEM DESCRIPTION	UNIT COST	EXTENSION
2.	55 TONS 1 TON CYLINDER	CHLORINE	\$ 1.1245 lb.	\$ 123,695.00
WORDS: ***NO CHLORINE DELIVERIES AFTER 1PM***				


**\*\*NEED SHORTWHEEL BASE TRUCK FOR E. VERDINE\*\***

**\*\*\*NO ADD ON FEES\*\*\***

**ALL ITEMS F.O.B. AT LOCATION IN SULPHUR AS DIRECTED BY THE CITY  
AMOUNTS SHOWN ARE APPROXIMATE ONLY AND WILL BE ORDERED AS  
NEEDED.**

**SIGNATURE:**

**DATE:**

  
08.06.2024

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

Resolution appointing a member to the Sulphur Municipal Fire and Police Civil Service Board.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby appoint \_\_\_\_\_ to the Sulphur Municipal Fire and Police Civil Service Board with term to expire on July 29, 2027.

APPROVED AND ADOPTED by  
the City Council of the City of  
Sulphur, Louisiana, on this \_\_\_\_\_  
day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
NICK NEZAT, Chairman

ATTEST:

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