

AGENDA
SULPHUR CITY COUNCIL MEETING
MONDAY, JANUARY 8, 2024, AT 5:30 P.M.

THERE WILL BE A REGULAR MEETING OF THE SULPHUR CITY COUNCIL
MONDAY, JANUARY 8, 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 OF PREVIOUS MEETING
APPROVAL OF AGENDA

1. PUBLIC HEARING on ordinance granting a rezone to Shannon Carroll, 1516 LeBlanc Street, from Residential to Mixed Residential to allow for the continuance of a mobile home on the property. ORD01-24 (Nick Nezat)
2. PUBLIC HEARING on ordinance granting a rezone to K & V Realty, LLC, property located approximately 500 feet south of Maplewood Drive/South Post Oak Road, from Residential/Business to Mixed Residential for potential sell of property. ORD02-24 (Melinda Hardy)
3. RULE TO SHOW CAUSE for the condition of the following addresses:
 - a. To condemn building or structure located at 2916 Weil Drive, in accordance with Article IX, Section 5-286 through 5-296. (Mandy Thomas) (Postponed from November 13, 2023, meeting)
 - b. To condemn building or structure located at 905 Gulf Lane, in accordance with Article IX, Section 5-286 through 5-296. (Nick Nezat)
 - c. To condemn building or structure located at 130 Aracobra Street, in accordance with Article IX, Section 5-286 through 5-296. (Nick Nezat)
4. INTRODUCTION OF ORDINANCE authorizing Mayor Mike Danahay to enter into a Buy/Sell Agreement with Kevin Wold, Sr., 802 Ruth Street. ORD03-24 (Mayor Danahay)
5. INTRODUCTION OF ORDINANCE authorizing the acquisition of property from Kevin Wold, Sr., 802 Ruth Street. ORD04-24 (Mayor Danahay)

6. INTRODUCTION OF ORDINANCE declaring certain movable property of the City of Sulphur and providing for the disposal thereof (Exmark mower).
ORD05-24 (Mayor Danahay)
7. RESOLUTION awarding low bid for the annual supply of chemicals for the City of Sulphur. RES01-24 (Mayor Danahay)
8. 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 the 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. RES02-24 (Mayor Danahay)
9. RESOLUTION approving liquor licenses for 2024. RES03-24 (Mayor Danahay)
10. RESOLUTION appointing a member to the Sulphur Housing Authority Board of Directors for the unexpired term of Mary Kay Stoma. RES04-24 (Mayor Danahay)
11. RESOLUTION authorizing Mayor Mike Danahay to submit the Edward Byrne Allocation Justice Assistance Grant (JAG) for car and body camera equipment for Police Department. RES05-24 (Mayor Danahay)
12. EXECUTIVE SESSION to consider and take appropriate action on settlement of ALK Properties litigation. I01-24 (Mayor Danahay)
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, February 12, 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 AS AMENDED

ORDINANCE GRANTING A REZONE TO SHANNON CARROLL, 1516
LEBLANC STREET, FROM RESIDENTIAL TO MIXED RESIDENTIAL TO
ALLOW FOR THE CONTINUANCE OF A MOBILE HOME ON THE
PROPERTY.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a rezone to Shannon Carroll, 1516 LeBlanc Street, from Residential to Mixed Residential to allow for the continuance of a mobile home on the property for the following described property:

COMMENCING 688.3 FEET EAST OF THE NORTHWEST CORNER OF LOT
70 OF THIRD SUBDIVISION SULPHUR FARMS, IN SECTION 2,
TOWNSHIP 10 SOUTH, RANGE 10 WEST, CALCASIEU PARISH,
LOUISIANA; THENCE EAST 59.0 FEET; THENCE SOUTH 174.9 FEET;
THENCE WEST 59.0 FEET; THENCE NORTH 174.9 FEET TO THE POINT
OF COMMENCEMENT.

BE IT FURTHER ORDAINED that the following stipulation shall be placed on the property:

- If said property is not occupied for one (1) year, zoning shall revert back to residential land use district.

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 Shannon Carroll, 1516 LeBlanc Street, from Residential to Mixed Residential to allow for the continuance of a mobile home on the property with the above stipulation.

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

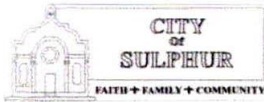
DRU ELLENDER, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2023, at _____ o'clock _____.m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received
from the Mayor at _____ o'clock _____.m.
on this _____ day of _____,
2023, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk



CITY OF SULPHUR

APPLICATION FOR

DEVELOPMENT APPROVAL

Date Received

9-21-23

\$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 Shannon Carroll DATE 9-21-23

PROPERTY OWNER INFORMATION

Name of Property Owner

Shannon Carroll

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

Mailing Address:

PO Box 127416

City:

Lake Charles

State:

LA

Email:

carrollsw4@yahoo.com

Physical Address:

4877 Gouds Ferry Rd.

City:

Lake Charles

State:

LA

Phone Number (H)

337-513-9599

(W)

70615

(C)

PROPERTY INFORMATION

Location Address:

1516 LeBlanc Sulphur, LA

Present Zoned Classification:

Residential

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

See attached

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

YES

NO

YOU, OR A REPRESENTATIVE, MUST ATTEND BOTH LAND USE AND CITY COUNCIL MEETING

INITIAL

SC

REQUEST INFORMATION

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

NAME OF SUBDIVISION

Zoning Change: From

Residential

To

Mixed Residential

Purpose of Request:

mobile home currently on property wish to continue & replace if mobile home moves out.

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:

Shannon Carroll

Date:

9-21-23

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.



MEMORANDUM

To: Board of Zoning and Land Use Commission
From: Austin Abrahams *AW*
Public Works Director, Land Use Administrator
cc: Arlene Blanchard, Mayor Mike Danahay
Date: 10/13/2023
RE: LU - 2. Rezone of 1516 LeBlanc Street from Residential to Mixed Residential

Summary of Recommendation:

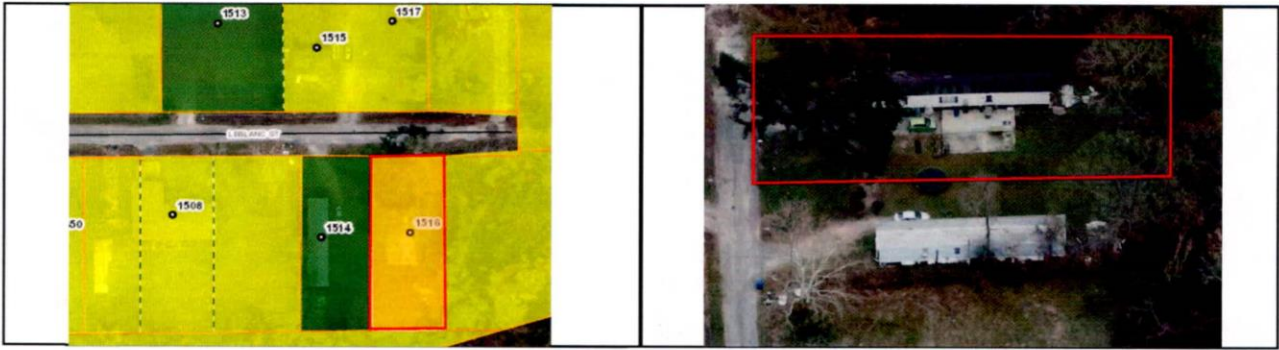
A recommendation in support of the rezone cannot be given as this is technically a spot zone.

Application:

Requested rezone to Shannon Carroll of Venture Rentals Inc., 1516 LeBlanc Street, from Residential to Mixed Residential to allow for the continuance of a mobile home on the property.

Situation:

The address in question is currently classified as Residential Land Use. The majority of the surrounding properties are zoned Residential with the exception of two spot zones as shown in the picture below. The lot is legal non-conforming due to mobile homes not allowed in Residential Land Use district, but existed prior to adoption of zoning.





Findings:

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

1. Application appear substantially complete
2. The considered area is bordered by land zoned as residential and a mixed residential spot zone.

Recommendation:

Based on the above findings, a recommendation cannot be given.

The following stipulations are suggested:

1. If property is not occupied for 1 year, zoning should revert back to Residential Land Use.





ORDINANCE NO. M-C SERIES

ORDINANCE GRANTING A REZONE TO K & V REALTY, LLC,
PROPERTY LOCATED APPROXIMATELY 500 FEET SOUTH OF
MAPLEWOOD DRIVE/SOUTH POST OAK ROAD, FROM
RESIDENTIAL/BUSINESS TO MIXED RESIDENTIAL FOR POTENTIAL
SELL OF PROPERTY.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a rezone to K & V Realty, LLC, from Residential/Business to Mixed Residential for potential sell of property for the following described property:

A TRACT OF LAND IN THE NORTH HALF OF THE NORTHEAST QUARTER (N ½ OF NE ¼) OF SECTION 2, TOWNSHIP 10 SOUTH, RANGE 10 WEST, CALCASIEU PARISH LOUISIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A POINT ON THE WEST RIGHT OF WAY LINE OF SOUTH POST OAK ROAD, SAID POINT BEING SOUTH 00°53'52" WEST 1,328.96 FEET AND NORTH 89°18'38" WEST 30 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 2, SAID POINT ALSO BEING THE NORTHEAST CORNER OF ROSE PARK NO. 11 SUBDIVISION AS RECORDED IN PLAT BOOK 26, PAGE 77, FILE NO. 1434241 RECORDS OF CALCASIEU PARISH, LA;

THENCE NORTH 89°18'38" WEST 1,476.71 FEET ALONG THE NORTH LINE AND ITS WESTERLY PROLONGATION OF SAID ROSE PARK NO. 11 SUBDIVISION;

THENCE NORTH 01°04'49" EAST 664.65 FEET;

THENCE SOUTH 89°18'16" EAST 1,474.60 FEET TO A POINT OF THE WEST RIGHT OF WAY LINE OF SOUTH POST OAK ROAD;

THENCE SOUTH 00°53'52" WEST 664.48 FEET ALONG THE WEST RIGHT OF WAY LINE OF SOUTH POST OAK ROAD TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED TRACT CONTAINS 22.51 ACRES, MORE OR LESS.

BE IT FURTHER ORDAINED that the following stipulations be placed on the property:

1. 6' privacy fence along south property lines.
2. Maintain 20' wide buffer yard along south property lines.
3. Develop a drainage plan and have it approved as part of the Permit process.
4. Containers for solid waste shall be located no closer than fifteen feet to an adjacent property line and screened with a 6' tall, gated, masonry or lumber fence.
5. Manufactured/Mobile Homes are prohibited.
6. Revisions to the proposed plan shall require approval from the Land Use Commission.

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 K & V Realty, LLC, property located 500 feet south of Maplewood Drive/South Post Oak Road, from Residential/Business to Mixed Residential for potential sell of property with the above stipulations.

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

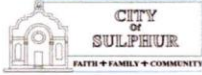
DRU ELLENDER, Chairman

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



CITY OF SULPHUR
APPLICATION FOR
DEVELOPMENT APPROVAL

Date Received _____

\$50.00 Fee (Non-Refundable)

(Exact cash or check only)

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

PRINT NAME _____ DATE _____

PROPERTY OWNER INFORMATION

Name of Property Owner

KEV Realty, LLC

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

Mailing Address:

P.O. Box 898, L.C.

State:

LA

Email:

ASINGLETHY@INSTAGRAM.COM

Physical Address:

127 W. BROAD ST

City:

L.C. 70602

State:

LA

Phone Number (H)

337-4330 511

(W)

337-4330 511

(C)

337 436 6098

PROPERTY INFORMATION

Location Address:

Maplewood Dr. @ FOOT C&K

Present Zoned Classification:

Residential

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

see attached Survey

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 AS

REQUEST INFORMATION

☒ REZONE

☐ EXCEPTION

☐ SUBDIVISION

☐ BILLBOARD

☐ PRE. PLAT

☐ FINAL PLAT

☐ DOES REZONE REQUIRE FENCING

NAME OF SUBDIVISION

Zoning Change: From

Residential

To

Mixed Residential-Business

Purpose of Request:

Potential Sell of Property

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 241, M-C Series.

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

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

Applicant Signature:


[Signature] Managing Director

Date: 10/17/2023

- | | Yes | No | N/A |
|---|-------------------------------------|-------------------------------------|--------------------------|
| 1. Is site located within the City Limits? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Will the proposed use be a nuisance to the surrounding area because of odors, vibrations, unsightly areas or other unwarranted elements? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Is the capacity of the road and off-street parking facilities adequate for use by the proposed development? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Will the location be served by a fire protection? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Can the proposed development be expected to adversely affect the character/aesthetics of the area involved? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Is property within a designated flood hazard area? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Flood zone classification | <u>X</u> | bfe | <u>12'</u> ft. |



Memo

To: Land Use and Planning Commissioners
From: Austin Abrahams 
Director, Department of Public Works
CC: Arlene Blanchard, Mayor Mike Danahay
Date: 12/8/2023
Re: Property located 620 feet South of Maplewood Drive & Post Oak Road
Intersection - Rezone Request

Comments: **Application:**

K & V Realty, LLC, has requested a rezoning of the reference area from Residential to Mixed Residential.

Situation:

The application is based on the proposed plan provided by the applicant. The proposed plan includes several "shopping centers" along Maplewood Drive and multi-family uses (apartment complexes) to the south of shopping centers that would require a rezone to Mixed Residential.

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:

1. The Application appears substantially complete.
 2. The considered area is bordered by undeveloped land.
-



-
3. The considered area is bordered by land zoned Mixed Residential to the East across Post Oak Road, Business to the North, and Residential to the South.
 4. The request to amend the current land use map may constitute "spot zoning".

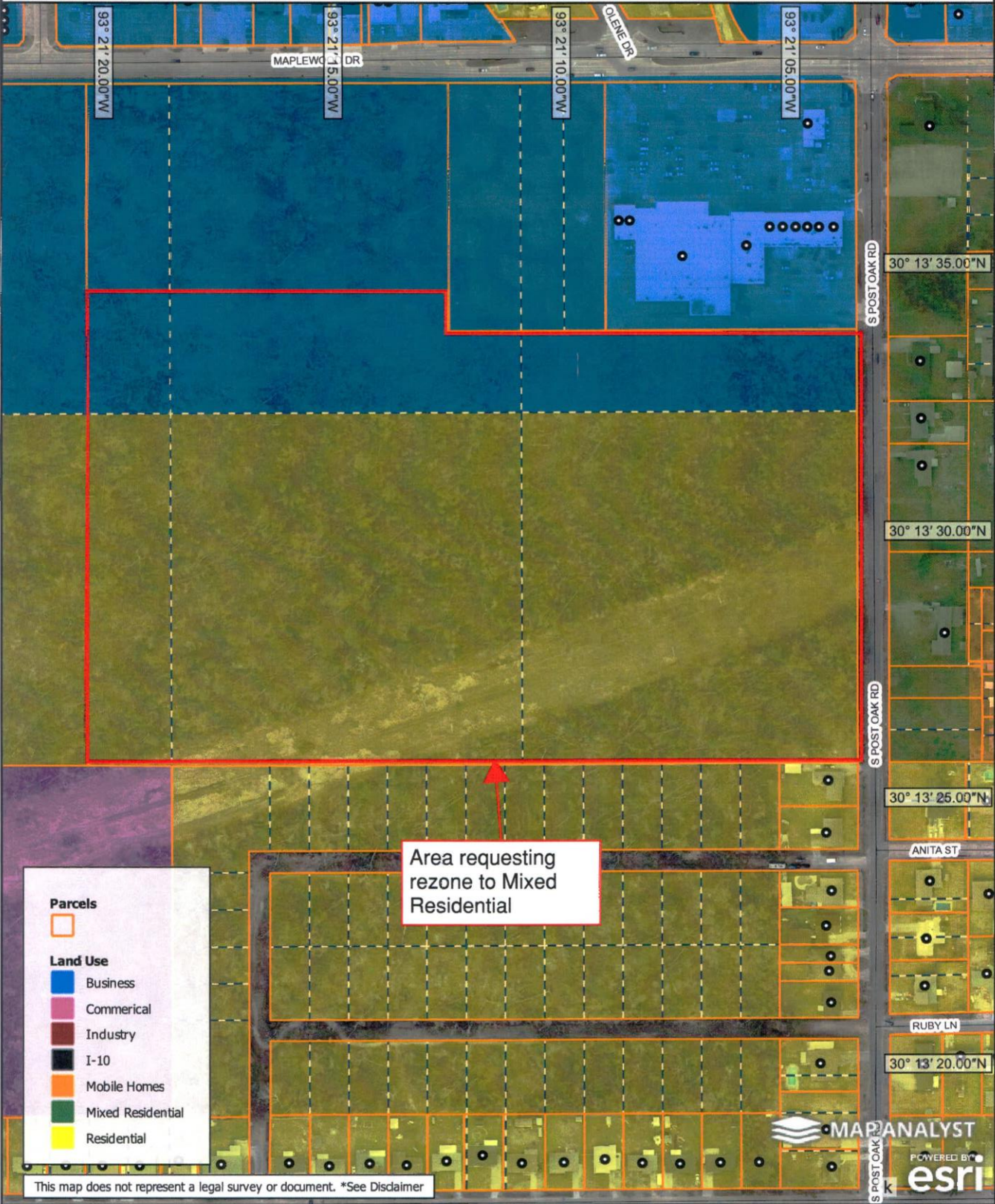
Recommendations:

Based on the above findings, it is recommended the rezone be granted with the following stipulations:

- a. 6' privacy fence along south property lines
 - b. Maintain 20' wide buffer yard along south property lines
 - c. Develop a drainage plan and have it approved as part of the Permit process
 - d. Containers for solid waste shall be located no closer than fifteen feet to an adjacent property line and screened with a 6' tall, gated, masonry or lumber fence.
 - e. Manufactured/Mobile Homes are prohibited.
 - f. Revisions to the proposed plan shall require approval from the Land Use Commission.
-



Aerial - K&V Realty, LLC Rezone



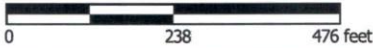
Parcels

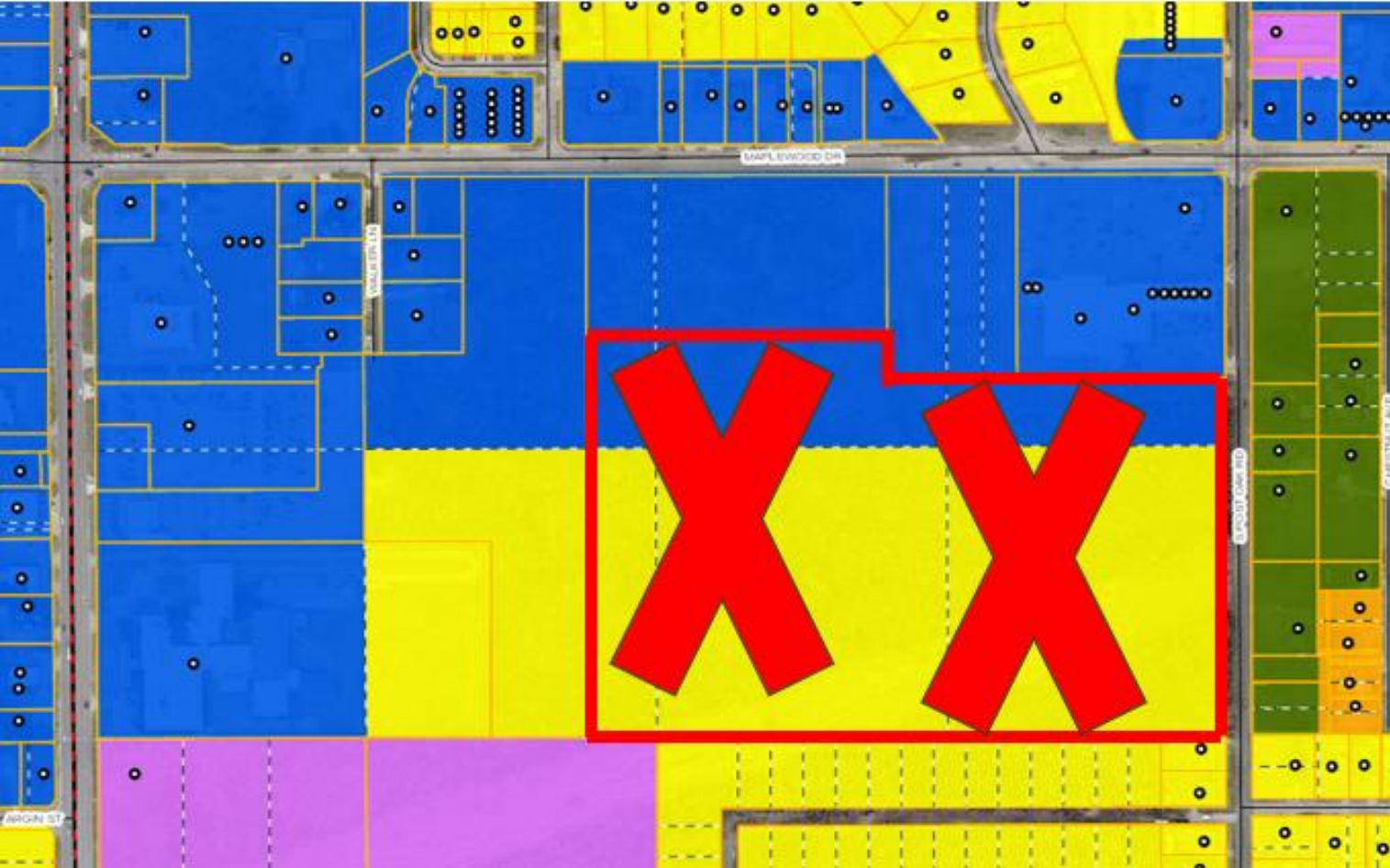
□

Land Use

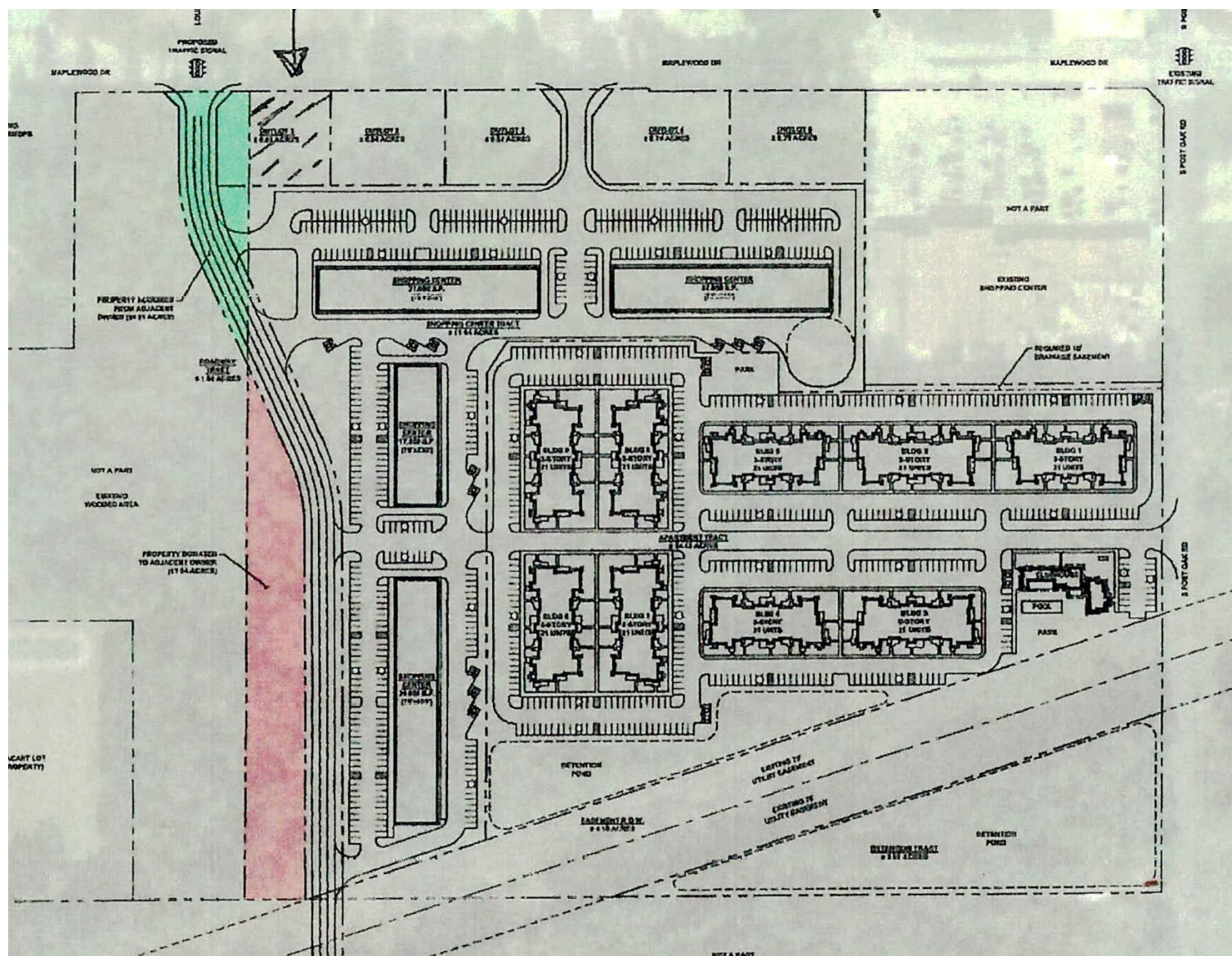
- Business
- Commerical
- Industry
- I-10
- Mobile Homes
- Mixed Residential
- Residential

This map does not represent a legal survey or document. *See Disclaimer









ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING MAYOR MIKE DANAHAAY TO ENTER INTO A BUY/SELL AGREEMENT WITH KEVIN WOLD, SR., 802 RUTH STREET.

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 buy/sell agreement with Kevin Wold, Sr. for property bearing municipal address of 802 Ruth Street, Sulphur, Louisiana is more fully described as follows, to-wit:

LOTS 64, 65 F G LOCK SUB OF PART OF NW SE SEC 34.9.10

BE IT FURTHER ORDAINED that said property shall not exceed appraised value of eighty-nine thousand dollars (\$89,000.00)

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
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2024.

DRU ELLENDER, 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

LOUISIANA RESIDENTIAL AGREEMENT TO BUY OR SELL

802 Ruth Street		Sulphur		LA	70663	01/05/2024
PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)						DATE
Listing Firm			Selling Firm			
Seller's Designated Agent Name & License Number ("Seller's agent")			Buyer's Designated Agent Name & License Number ("Buyer's agent")			
<input type="checkbox"/> Dual Agent						
Brokerage Name & License Number			Brokerage Name & License Number			
Agent Phone Number		Brokerage Phone Number		Agent Phone Number		
Brokerage Phone Number		Agent Phone Number		Brokerage Phone Number		
Email Address			Email Address			
Name of Designated Agent Receiving Agreement			Day _____ Date _____ Time _____ <input type="checkbox"/> AM <input type="checkbox"/> PM			
Agreement Transmitted by <input type="checkbox"/> electronic			<input type="checkbox"/> hand delivery <input type="checkbox"/> other _____			
Signature of Designated Agent Receiving Agreement			Day _____ Date _____ Time _____ <input type="checkbox"/> AM <input type="checkbox"/> PM			
Comments _____						

Electronic Notice Authorization

☒ The BUYER authorizes his or her agent to electronically deliver notices and other communications to the email address he or she provided to his or her agent. Furthermore, the BUYER authorizes the Seller's agent to electronically deliver notices and communications to the Buyer's agent at the email address shown above.

☒ The SELLER authorizes his or her agent to electronically deliver notices and other communications to the email address he or she provided to his or her agent. Furthermore, the SELLER authorizes the Buyer's agent to electronically deliver notices and other communications to the Seller's agent at the email address shown above.

The authorization contained in this Section is not an authorization for the Buyer's agent to communicate directly with the SELLER or a Seller's agent to communicate directly with the BUYER. The BUYER and SELLER agree the use of electronic documents and digital signatures is acceptable and will be treated as originals of the signatures and documents transmitted in this real estate transaction. Specifically, the BUYER and SELLER consent to the use of electronic documents, the electronic transmission of documents, and the use of electronic signatures pertaining to this Agreement, and any supplement addendum or modification relating thereto, including but not limited to any notices, requests, claims, demands and other communications as set forth in the Agreement.

BUYER'S Initials: _____	BUYER'S Initials: _____	SELLER'S Initials: _____	SELLER'S Initials: _____
BUYER'S Initials: _____	BUYER'S Initials: _____	SELLER'S Initials: _____	SELLER'S Initials: _____



1 **PROPERTY DESCRIPTION:** I / We offer and agree to Buy / Sell the property at:

2 (Municipal Address) 802 Ruth Street

3 City Sulphur ; Zip 70663 ; Parish Calcasieu ; Louisiana,

4 (Legal Description) Lots 64 and 65 of the F.G. Lock Subdivision

5

6 _____ on lands and

7 grounds measuring approximately (# TBD) or as per record title; including all buildings,

8 structures, component parts, and all installed, built-in permanently attached improvements, together with all

9 fences, security systems, all installed speakers or installed sound systems, all landscaping, all outside TV antennas,

10 all satellite dishes, all installed and/or built-in appliances, all ceiling fans, all air conditioning or heating systems

11 including window units, all bathroom mirrors, all window coverings included but not limited to blinds, drapes,

12 curtains, window shades, window coverings, all associated window covering hardware, all shutters, all flooring,

13 all carpeting, all cabinet tops, all cabinet knobs or handles, all doors, all door knobs or handles, all doorbells, all

14 windows, all roofing, all electrical systems, all installed security systems, installed generators, attached television

15 mounts, gas logs, and all installed lighting fixtures, chandeliers and associated hardware, other constructions

16 permanently attached to the ground. If owned by the SELLER prior to date of this Agreement, standing timber,

17 unharvested crops, and ungathered fruits of trees on the property shall be conveyed to the BUYER. The following

18 movable items shall remain with the property; be transferred without any warranty; be deemed to have no value;

19 and, shall not be considered as part of the Sale Price:

20 _____

21 _____

22 _____

23 _____

24 _____

25 _____

26 _____

27

28 All items listed herein are included in the property sold no matter how they are attached or installed, provided

29 that any or all of these items are in place at the time of signing this Agreement to Buy or Sell (the "Agreement"),

30 unless otherwise stated herein. (All of the above contained in lines 2 through 26 are collectively referred to herein

31 as the "Property.") The following items are excluded from the Property sold:

32 _____

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38 **MINERAL RIGHTS:** If the SELLER transfers any mineral rights, they are to be transferred without warranty.

39

40 _____ (0 %) of the mineral rights owned by the

41 SELLER are to be reserved and retained by the SELLER. The SELLER shall waive any right to use the surface for

42 any such reserved and retained mineral activity or use.

43

44 **PRICE:** The Property will be sold and purchased subject to title and zoning restrictions, servitudes of record, and

45 law or ordinances affecting the Property for the sum of _____

46 Eighty-Nine Thousand (\$ 89,000.00) (the "Sale Price").

BUYER'S Initials: _____ BUYER'S Initials: _____ SELLER'S Initials: _____ SELLER'S Initials: _____

BUYER'S Initials: _____ BUYER'S Initials: _____ SELLER'S Initials: _____ SELLER'S Initials: _____

PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

DATE

ACT OF SALE: The Act of Sale is to be executed before a settlement agent or Notary Public to be chosen by the BUYER, on February 29th, 2024, or before if mutually agreed upon. Any change of the date for execution of the Act of Sale must be mutually agreed upon in writing and signed by the SELLER and the BUYER. At closing, the BUYER must provide "good funds" as required by Louisiana statute LA R.S. 22:532 *et seq.*

OCCUPANCY: Occupancy/possession and transfer of keys/access is to be granted at Act of Sale unless otherwise mutually agreed upon in writing.

CONTINGENCY FOR SALE OF BUYER'S OTHER PROPERTY:

☐ This sale is contingent on the sale of other property by the BUYER and the contingency language found either in lines 359-368 or the attached addendum shall apply.

☒ This sale is not contingent upon the sale of other property by the BUYER nor is the loan needed by the BUYER to obtain the Sale Price contingent on the BUYER'S sale of any property.

FINANCING:

☒ **ALL CASH SALE:** The BUYER warrants the BUYER has cash readily available to close the sale of this Property.

☐ **FINANCED SALE:** This sale is conditioned upon the ability of BUYER to borrow with this Property as security for the loan the sum of _____ (\$ _____) or _____ (%) of the Sale Price by a mortgage loan or loans at an initial interest rate not to exceed _____ (%) per annum, interest and principal, amortized over a period of not less than _____ (# _____) years, payable in monthly installments or on any other terms as may be acceptable to the BUYER provided that these terms do not increase the cost, fees or expenses to the SELLER. The loan shall be secured by *(Check all that apply)*:

☐ Fixed Rate Mortgage☐ FHA Insured Mortgage☐ Adjustable Rate Mortgage☐ Owner Financing☐ Rural Development☐ Bond Financing☐ VA Guaranteed Mortgage☐ Conventional Mortgage☐ Other _____

The BUYER agrees to pay discount points not to exceed _____
(_____) % of the loan amount. Other financing conditions: _____

The BUYER acknowledges and warrants that the BUYER has available the funds which may be required to complete the sale of the Property, including but not limited to the deposit, the down payment, closing costs, pre-paid items, and other expenses. If this sale is a Financed Sale, BUYER acknowledges that any terms and conditions imposed by the BUYER'S lender(s) or by the Consumer Financial Protection Bureau shall not affect or extend the BUYER'S obligation to execute the Act of Sale or otherwise affect any terms or conditions of this Agreement except as otherwise set forth herein. The BUYER shall supply the SELLER written documentation from a lender that a loan application has been made and the BUYER has given written authorization to lender to proceed with the loan approval process within _____ (# _____) calendar days after the date of acceptance of this offer by both parties. If the BUYER fails to make loan application, and to supply SELLER with written documentation of that application and BUYER'S written authorization for lender to proceed with loan process within this period, the SELLER may, at the SELLER'S option, elect, in writing, to terminate the Agreement and

BUYER'S Initials: _____
BUYER'S Initials: _____

BUYER'S Initials: _____
BUYER'S Initials: _____

SELLER'S Initials: _____
SELLER'S Initials: _____

SELLER'S Initials: _____
SELLER'S Initials: _____

declare the Agreement null and void, by giving the BUYER written notice of the SELLER’S termination. If the BUYER is not able to secure financing, the SELLER reserves the right to provide all or part of mortgage loan(s) under the terms set forth above.

PRORATIONS, SPECIAL ASSESSMENTS, AND OTHER COSTS: Real estate taxes, flood insurance premiums if assumed, rents, condominium dues, special assessments, homeowners’ associations dues, and/or substantially similar dues or other costs for the current year shall be prorated through the date of the Act of Sale. Act of Sale costs, abstracting costs, title search, title insurance, and other costs required to obtain financing shall be paid by the BUYER, unless otherwise expressly provided for by the parties pursuant to a written agreement.

All necessary tax, mortgage, conveyance, release certificates or cancellations, and the SELLER closing fees, if any, shall be paid by the SELLER. On or before the date of the Act of Sale, the SELLER shall also pay all previous years’ taxes, special assessments, condominium dues, homeowners’ associations dues, and/or substantially similar dues or other costs, which were incurred or bear against the Property prior to the Act of Sale, unless otherwise expressly provided for by the parties pursuant to a written agreement.

For this Agreement, “special assessment” includes but is not limited to any assessment levied against the Property for payment of local improvement costs by state or local governmental authorities, political subdivisions, quasi-public bodies, or other public or private entities pursuant to agreement, contract, or law.

APPRAISAL: ☐ This sale is NOT conditioned on appraisal. ☒ This sale IS conditioned on the appraisal of the Property being not less than the Sale Price. The SELLER agrees to provide the utilities and access for appraisals. If the appraised value of the Property is equal to or greater than the Sale Price, the BUYER shall pay the Sale Price agreed upon prior to the appraisal. If the appraised value is less than the Sale Price, the BUYER shall provide the SELLER with a copy of the appraisal within _____ (# 0) calendar days of receipt of same, along with the BUYER’S written request for the SELLER to reduce the Sale Price. Within _____ (# 0) calendar days after the SELLER’S receipt of such written documentation of the appraised value, the BUYER shall have the option to pay the Sale Price agreed upon prior to the appraisal or to void this Agreement unless the SELLER agrees in writing to reduce the Sale Price to the appraised value or all parties agree to a new Sale Price.

DEPOSIT: Upon acceptance of this offer, or any attached counteroffer, the SELLER and the BUYER shall be bound by all terms and conditions of this Agreement, and the BUYER or the BUYER’S agent shall deliver **within 72 hours**, upon notice of acceptance of the offer, the BUYER’S deposit (the “Deposit”) in the amount of _____ (\$ _____) or _____ (_____ %) of the Sale Price to be paid in the form of:

- ☐ Cash _____ (\$ _____)
- ☐ Certified Funds _____ (\$ _____)
- ☐ Check _____ (\$ _____)
- ☐ Electronic Transfer _____ (\$ _____)
- ☒ No Deposit

The Deposit shall be held by ☐ Listing Broker ☐ Selling Broker ☐ Other _____

DEPOSIT HELD BY THIRD PARTY: Louisiana Administrative Code Title 46, Part LXVII Section 2717 requires that funds received in a real estate sales transaction shall be deposited in the appropriate sales escrow checking account, rental trust checking account or security deposit trust checking account of the listing or managing broker (“Broker”) unless all parties having an interest in the funds have agreed otherwise in writing. I agree to have the Deposit related to this transaction to be held by a third party and not in a sales escrow account maintained by the Broker. I understand that the Louisiana Real Estate Commission may not have jurisdiction

BUYER’S Initials: _____

BUYER’S Initials: _____

SELLER’S Initials: _____

SELLER’S Initials: _____

BUYER’S Initials: _____

BUYER’S Initials: _____

SELLER’S Initials: _____

SELLER’S Initials: _____

PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

DATE

over those third parties holding the funds. I acknowledge the Broker is not legally required to disburse a security deposit in accordance with LAC 46:LXVII.2901 when a third party holds the Deposit.

Failure to deliver the Deposit shall be considered a default of this Agreement. If the Deposit is held by a Broker, it must be held in accordance with the rules of the Louisiana Real Estate Commission in a federally insured banking or savings and loan institution without responsibility on the part of the Broker in the case of failure or suspension of such institution. If the parties fail to execute an Act of Sale by date specified herein, and/or a dispute arises as to ownership of, or entitlement to, the Deposit or funds held in escrow, the Broker shall abide by the Rules and Regulations set forth by the Louisiana Real Estate Commission.

RETURN OF DEPOSIT: The Deposit shall be returned to the BUYER and this Agreement declared null and void without demand in consequence of the following events:

- 1) If this Agreement is declared null and void by the BUYER pursuant to the Due Diligence and the Inspection Period as set forth in lines 198 through 253 of this Agreement;
- 2) If this Agreement is subject to the BUYER'S ability to obtain a loan and the loan cannot be obtained, except as stated in lines 90 through 95 of this Agreement, but only if the BUYER has made good faith efforts to obtain the loan;
- 3) If the SELLER declares the Agreement null and void for failure of BUYER to comply with written document requirements as set forth in lines 90 through 95 of this Agreement;
- 4) If the BUYER conditions the Sale Price on an appraisal is less than the Sale Price and the SELLER will not reduce the Sale Price as set forth in lines 113 through 122 of this Agreement;
- 5) If the BUYER timely terminates the Agreement after having received the leases or assessments, as set forth in lines 171 through 175 of this Agreement;
- 6) If the SELLER is unable to timely deliver to the BUYER an approved sewerage and/or water inspection report as set forth in lines 255 through 267 of this Agreement;
- 7) If the SELLER chooses not to repair or replace the sewer system(s) servicing the Property as per the SEPTIC/WATER WELL ADDENDUM, and the BUYER terminated the agreement as a result thereof.
- 8) If the SELLER chooses not to repair or replace the private water well system(s) as per the SEPTIC/WATER WELL ADDENDUM, and the BUYER terminates the agreement as a result thereof.

LEASES: The sale is conditioned upon the BUYER'S receipt of a copy of all written leases, excluding mineral leases, from the SELLER **within five (5) calendar days** of acceptance of the Agreement. The BUYER shall have **five (5) calendar days** after receipt of the aforementioned documents to notify the SELLER whether they are acceptable to the BUYER. Security deposits, keys/access, and leases are to be transferred to the BUYER at or before the Act of Sale.

PROPERTY CONDITION: THE BUYER ACKNOWLEDGES THAT THE SALE PRICE OF THE PROPERTY WAS NEGOTIATED BASED UPON THE PROPERTY'S APPARENT CURRENT CONDITION; ACCORDINGLY, THE SELLER IS NOT OBLIGATED TO MAKE REPAIRS TO THE PROPERTY, INCLUDING REPAIRS REQUIRED BY THE LENDER UNLESS OTHERWISE STATED HEREIN. THE SELLER IS RESPONSIBLE FOR MAINTAINING THE PROPERTY IN SUBSTANTIALLY THE SAME OR BETTER CONDITION AS IT WAS WHEN THE AGREEMENT WAS FULLY EXECUTED.

DUE DILIGENCE AND INSPECTION PERIOD:

If acceptance of this Agreement occurs, the BUYER shall have a Due Diligence and Inspection Period (hereinafter "DDI Period") commencing on the first day after acceptance of this Agreement and expiring _____ (# 0) calendar days after commencement OR upon the date and time the BUYER'S Request to the SELLER is received as set forth in lines 220 through 221, **whichever is earlier**. The SELLER agrees to provide the utilities for any due diligence and inspections and

BUYER'S Initials: _____

BUYER'S Initials: _____

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BUYER'S Initials: _____

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SELLER'S Initials: _____

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immediate access to the Property. The due diligence and inspection period will be extended by the same number of days that the BUYER is not granted immediate access to the Property or all utilities are not provided by the SELLER.

Effect of BUYER’S Failure to Timely Provide Written Termination or BUYER’S Request: Failure of the BUYER to timely provide written notice of termination or a written BUYER’S Request as described in lines 208 through 253 below prior to the expiration of the DDI Period shall be deemed as acceptance by the BUYER of the Property’s current condition.

DDI Period Activities: During the inspection and due diligence period the BUYER may, at the BUYER’S expense, have any inspections made by experts or others of his choosing. Such physical inspections may include but are not limited to surveys, inspections for termites and other wood destroying insects, and/or damage from same, molds, and fungi hazards, and analysis of synthetic stucco, drywall, appliances, structures, foundations, roof, heating, cooling, electrical, plumbing systems, utility and sewer, including but not limited to septic tanks and pump grinder systems availability and condition, out-buildings, and square footage. Other due diligence by the BUYER may include but is not limited to investigation into the Property’s school district, insurability, flood zone classifications, current zoning and/or subdivision restrictive covenants and any items addressed in the SELLER’S Property Disclosure Document. All testing shall be nondestructive testing.

BUYER’S OPTIONS PRIOR TO THE EXPIRATION OF THE DDI PERIOD: If the BUYER is not satisfied with the condition of the Property or the results of the BUYER’S due diligence or investigations, the BUYER may choose one of the following options prior to the expiration of the DDI Period:

OPTION 1:

A. The BUYER may elect, in writing, to terminate the Agreement and declare the Agreement null and void.

Effect of the BUYER’S Termination of the Agreement pursuant to Option 1: If the BUYER elects to terminate this Agreement in writing, the Agreement shall be automatically ipso facto null and void with no further action required by either party except for return of Deposit to the BUYER.

OPTION 2:

A. The BUYER may present a single, signed, and complete written list to the Seller of the deficiencies and desired remedies (“BUYER’S Request”).

B. If the BUYER selects Option 2, the following process shall apply:

1. (a) **SELLER’S Response to BUYER’S Request:** If provided a BUYER’S REQUEST, the SELLER shall respond in writing as to the SELLER’S willingness to or refusal to remedy any deficiencies identified in the BUYER’S Request. Seller’s signed, written response shall be provided to the BUYER **within 72 hours** of receipt of the BUYER’S Request (“SELLER’S Response”).

(b) **Effect of SELLER’S Failure to Timely Respond to the BUYER’S Request:** If the SELLER fails to timely respond to the BUYER’S Request in writing within the required time frame, then the BUYER shall have **72 hours** from when the SELLER’S Response was due to notify the SELLER in writing that the BUYER will:

- (i) accept the Property in its current condition; or
- (ii) elect to terminate this Agreement.

(c) **Effect of the BUYER’S Failure to Timely Respond to SELLER’S Failure to Timely Respond:** If the BUYER fails to provide this notice (lines 228 through 232) in writing within the required time frame, the Agreement shall be automatically, with no further action required by either party, ipso facto null and void except for return of Deposit to the BUYER.

BUYER’S Initials: _____

BUYER’S Initials: _____

SELLER’S Initials: _____

SELLER’S Initials: _____

BUYER’S Initials: _____

BUYER’S Initials: _____

SELLER’S Initials: _____

SELLER’S Initials: _____

PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

DATE

2. (a) **BUYER'S Response to SELLER'S Response:** Should the SELLER in the SELLER'S Response refuse to remedy any or all the deficiencies listed by the BUYER, then the BUYER shall have **72 hours** from receipt of the SELLER'S Response or **72 hours** from the date that the SELLER'S Response was due, whichever is earlier, to take one of the following actions ("BUYER'S Response"). The BUYER'S Response shall be provided to the SELLER in writing.

(i) accept the SELLER'S Response to the BUYER'S Request, or

(ii) accept the Property in its current condition, or

(iii) to elect to terminate this Agreement in writing which shall automatically make the Agreement ipso facto null and void with no further action required by either party except for the return of Deposit to the BUYER.

(b) **Effect of BUYER'S Failure to Timely Respond to SELLER'S Response:** If the BUYER fails to respond to the SELLER'S Response within the time specified, then the Agreement shall be automatically, with no further action required by either party, ipso facto null and void except for return of Deposit to the BUYER.

Upon receipt of the written BUYER'S Response to the SELLER'S Response, the SELLER shall not be required to remedy any additional deficiencies requested by the BUYER unless the parties enter into an additional agreement in writing.

PRIVATE WATER/SEWERAGE:

☐ There is/are _____ (# _____) private water system(s) servicing only the primary residence, and the attached private Septic/Water Addendum inspections shall include only the system(s) supplying service to the primary residence.

☐ There is/are _____ (# _____) private septic/treatment system(s) servicing only the primary residence and the attached private Septic/Water Addendum inspections shall include only those systems supplying service to the primary residence.

☒ There is NO private septic/treatment system(s) servicing only the primary residence.

☒ There is NO private water system(s) servicing only the primary residence.

HOME SERVICE/WARRANTY:

A home service/warranty plan ☐ will / ☒ will not be purchased at the closing of sale at a cost not to exceed _____ (\$ _____) to be paid by ☐ the BUYER / ☐ the SELLER.

Home Service Warranty will be ordered by _____.
The home service warranty plan does not warrant pre-existing defects and options, and does not supersede or replace any other inspection clause or responsibilities. If neither the BUYER nor the SELLER accepts the home service warranty plan, they declare that they have been made aware of the existence of such a plan, and further declare that they hold the Broker and Agents harmless from any responsibility or liability due to their rejection of such a plan.

BUYER'S Initials: _____
BUYER'S Initials: _____

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BUYER'S Initials: _____

SELLER'S Initials: _____
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WARRANTY OR AS IS CLAUSE WITH WAIVER OF RIGHT OF REDHIBITION: (CHECK ONE ONLY)

☐ A. SALE WITH WARRANTIES: The SELLER and the BUYER acknowledge that this sale shall be with full SELLER warranties as to any claims or causes of action including but not limited to redhibition pursuant to Louisiana Civil Code Article 2520 *et seq.*

☒ B. SALE "AS IS" WITHOUT WARRANTIES: The SELLER and the BUYER hereby acknowledge and recognize that the Property being sold and purchased is to be transferred in "as is" condition and further the BUYER does hereby waive, relieve and release the SELLER from any claims or causes of action for redhibition pursuant to Louisiana Civil Code Article 2520 *et seq.* and Article 2541 *et seq.* or for reduction of Sale Price pursuant to Louisiana Civil Code Article 2541 *et seq.* Additionally, the BUYER acknowledges that this sale is made without warranty of fitness for ordinary or particular use pursuant to Louisiana Civil Code Article 2524. The SELLER and the BUYER agree that this clause shall be made a part of the Act of Sale.

☐ C. NEW HOME WARRANTIES: Notwithstanding lines 282 through 291 and irrespective of whether A or B above is checked, if the Property is a new construction, the parties agree that neither A or B will apply but instead the provisions of the New Home Warranty Act (LA R.S. 9:3141 *et seq.*) shall apply. The warranty of condition of this Property is governed by the New Home Warranty Act if a home on the Property is a "home" as defined in the New Home Warranty Act.

MERCHANTABLE TITLE/CURATIVE WORK: The SELLER shall deliver to the BUYER a merchantable title at the SELLER'S costs (see lines 97 through 111). If curative work in connection with the title to the Property is required or is a requirement for obtaining the loan(s) upon which this Agreement is conditioned, the parties agree to and do extend the date for passing the Act of Sale to a date not more than Thirty (# 30) calendar days from the date of the Act of Sale stated herein. The SELLER'S title shall be merchantable and free of all liens and encumbrances except those that can be satisfied at Act of Sale. All costs and fees required to make title merchantable shall be paid by the SELLER. The SELLER shall make good faith efforts to deliver merchantable title. The SELLER'S inability to deliver merchantable title within the time stipulated herein shall render this Agreement null and void, reserving unto the BUYER the right to demand the return of the Deposit and to recover from the SELLER actual costs incurred in processing of sale as well as legal fees incurred by the BUYER.

FINAL WALK THROUGH: The BUYER shall have the right to re-inspect the Property **within five (5) calendar days** prior to the Act of Sale, or occupancy, whichever will occur first in order to determine if the Property is in the same or better condition as it was at the initial inspection(s) and to insure all agreed upon repairs have been completed. The SELLER agrees to provide utilities for the final walk through and immediate access to the Property.

DEFAULT OF AGREEMENT BY THE SELLER: In the event of any default of this Agreement by the SELLER, the BUYER shall at the BUYER'S option have the right to declare this Agreement null and void with no further demand, or to demand and/or sue for any of the following:

- 1) Termination of this Agreement
- 2) Specific performance
- 3) Termination of this Agreement and an amount equal to 10% of the Sale Price as stipulated damages.

Further, the BUYER shall be entitled to the return of the Deposit. The prevailing party to any litigation brought to enforce any provision of this Agreement shall be awarded their attorney fees and costs. The SELLER may also be liable for Broker fees.

DEFAULT OF AGREEMENT BY BUYER: In the event of any default of this Agreement by the BUYER, the SELLER shall have at the SELLER'S option the right to declare this Agreement null and void with no further demand, or to demand and sue for any of the following:

- 1) Termination of this Agreement

BUYER'S Initials: _____

BUYER'S Initials: _____

SELLER'S Initials: _____

SELLER'S Initials: _____

BUYER'S Initials: _____

BUYER'S Initials: _____

SELLER'S Initials: _____

SELLER'S Initials: _____

2) Specific performance

3) Termination of this Agreement and an amount equal to 10% of the Sale Price as stipulated damages.

Further, the SELLER shall be entitled to retain the Deposit. The prevailing party to any litigation brought to enforce any provision of this Agreement shall be awarded their attorney fees and costs. The BUYER may also be liable for Broker fees.

MOLD RELATED HAZARDS NOTICE: An informational pamphlet regarding common mold related hazards that can affect real property is available at the EPA website <https://www.epa.gov/sites/default/files/2016-10/documents/moldguide12.pdf>. By initialing this page of the Agreement, the BUYER acknowledges that the real estate agent has provided the BUYER with the EPA website enabling the BUYER to obtain information regarding common mold related hazards.

OFFENDER NOTIFICATION: The Louisiana State Police maintains the State Sex Offender and Child Predator Registry through the Louisiana Bureau of Criminal Identification and Information. It is a public access database of the locations of individuals who are required to register pursuant to LA R.S. 15:540 *et seq.* The website for the database is <http://www.lsp.org/socpr/default.html>. Sheriff and police departments serving jurisdictions of 450,000 also maintain such information. Inquiries can be made by phone at 1-800-858-0551. Send written inquiries to Post Office Box 66614, Box A-6, Baton Rouge, Louisiana 70896.

FLOOD HAZARD INFORMATION: An informational website regarding flood hazards that can affect real property is available at the FEMA website <https://msc.fema.gov/portal>.

CHOICE OF LAW: This Agreement shall be governed by and shall be interpreted in accordance with the laws of the State of Louisiana.

DEADLINES: TIME IS OF THE ESSENCE and all deadlines are final, except where modifications, changes, or extensions are made in writing and signed by all parties to this Agreement. All "calendar days" as used in this Agreement or as are put forth in this Agreement shall end at 11:59 p.m. in Louisiana.

ADDITIONAL TERMS AND CONDITIONS:

Seller is a Louisiana Licensed Broker and Real Estate Agent;
Appraisal has already been obtained and the purchase price herein matches the appraised value;

ROLES OF BROKERS AND DESIGNATED AGENTS: Broker(s) and Designated Agent(s) have acted only as real estate brokers to bring the parties together and make no warranty to either party for performance or non-performance of any part of this Agreement or for any warranty of any nature unless specifically set forth in writing.

Broker(s) and Designated Agent(s) make no warranty or other assurances whatsoever concerning Property measurements, square footage, room dimensions, lot size, Property lines or boundaries. Broker(s) and Designated Agent(s) make no representations as to suitability or to a particular use of the Property, and the BUYER has or will independently investigate all conditions and characteristics of the Property which are important to the BUYER. The BUYER is not relying on the Broker or the Designated Agent(s) to choose a

BUYER'S Initials: _____

BUYER'S Initials: _____

SELLER'S Initials: _____

SELLER'S Initials: _____



representative to inspect or re-inspect the Property; the BUYER understands any representative desired by the BUYER may perform this function. If Broker/Agent(s) provides names or sources for such advice or assistance, Broker/Agent(s) does not warrant the services of such experts or their products and cannot warrant the condition of Property or interest to be acquired or guarantee that all defects are disclosed by the SELLER(S). Broker/Agent(s) do not investigate the status of permits, zoning, code compliance, restrictive covenants, or insurability. The Broker(s) and Designated Agent(s) specifically make no warranty whatsoever as to whether the Property is situated in or out of the Government's hundred-year flood plan or is or would be classified as wetlands by the U.S. Army Corps of Engineers, or as to the presence of wood destroying insects or damage there from. The BUYER(S) are to satisfy themselves concerning these issues. Designated Agent shall be an independent contractor for Broker if the conditions as set forth in LA R.S. 37:1446(h) are met.

LIST ADDENDA TO BE ATTACHED AND MADE A PART OF THIS AGREEMENT:

- ☐ Contingency for Sale of the BUYER'S Other Property Addendum
- ☐ Deposit Addendum
- ☐ Condominium Addendum
- ☐ _____
- ☐ Private Water/Sewerage Addendum
- ☐ _____
- ☐ New Construction Addendum
- ☐ _____

If any of the pre-printed portions of this Agreement vary or conflict with any additional or modified terms on blanks provided in this form or Addendum attached to this Agreement, the additional, modified, or Addendum provisions control.

SINGULAR – PLURAL USE: Wherever the word BUYER or the word SELLER occurs in this Agreement or is referred to, the same shall be construed as singular or plural, masculine or feminine or neuter, as the case may be.

ACCEPTANCE: Acceptance of this Agreement shall be in writing. This Agreement may be executed by use of electronic signatures, in accordance with the Louisiana Uniform Electronic Transaction Act. The original of this Agreement shall be delivered to the listing Broker's firm. This Agreement and any supplement addendum or modification relating hereto, including any photocopy, facsimile, or electronic transmission thereof, may be executed in two or more counterparts, all of which shall constitute one and the same Agreement.

NOTICES AND OTHER COMMUNICATIONS: All notices, requests, claims, demands, and other communications related to or required by this Agreement shall be in writing. Notices permitted or required to be given (excluding service of process) shall be deemed sufficient if delivered by (a) mail, (b) hand delivery, (c) overnight delivery, (d) facsimile, (e) email, or (f) other e-signature transmissions addressed to the respective addresses of the parties as written on the first page of this Agreement or at such other addresses as the respective parties may designate by written notice.

CONTRACT: This is a legally binding contract when signed by both the SELLER and the BUYER. READ IT CAREFULLY. If you do not understand the effect of any part of this Agreement, seek legal advice before signing this contract or attempting to enforce any obligation or remedy provided herein.

ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between the parties, and any other agreements not incorporated herein, in writing, are void and of no force and effect.

BUYER'S Initials: _____

BUYER'S Initials: _____

SELLER'S Initials: _____

SELLER'S Initials: _____



PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

DATE

EXPIRATION OF OFFER:This offer is binding and irrevocable until January 15th, 2024 at ☐AM ☐PM ☒NOON.

The Acceptance of this offer shall be communicated to the offering party by the deadline stated on line 423 to be binding and effective.

☒ Buyer's/ ☐ Seller's Signature ☐ Date/Time ☐ Buyer's/ ☐ Seller's Signature ☐ Date/TimeThe City of Sulphur

Print Buyer's/Seller's Full Name (First, Middle, Last)

Print Buyer's/Seller's Full Name (First, Middle, Last)

☐ Buyer's/ ☐ Seller's Signature ☐ Date/Time ☐ Buyer's/ ☐ Seller's Signature ☐ Date/Time

Print Buyer's/Seller's Full Name (First, Middle, Last)

Print Buyer's/Seller's Full Name (First, Middle, Last)

This offer was presented to the ☐ Seller ☐ Buyer by _____Day/ Date/ Time ☐AM ☐PM ☐NOONThis offer is: ☐ Accepted ☐ Rejected (without counter) ☐ Countered (see attached counter) by:☐ Buyer's/ ☒ Seller's Signature ☐ Date/Time ☐ Buyer's/ ☐ Seller's Signature ☐ Date/TimeKevin Wold Sr

Print Buyer's/Seller's Full Name (First, Middle, Last)

Print Buyer's/Seller's Full Name (First, Middle, Last)

☐ Buyer's/ ☐ Seller's Signature ☐ Date/Time ☐ Buyer's/ ☐ Seller's Signature ☐ Date/Time

Print Buyer's/Seller's Full Name (First, Middle, Last)

Print Buyer's/Seller's Full Name (First, Middle, Last)

This offer was presented to the ☐ Seller ☐ Buyer by _____Day/ Date/ Time ☐AM ☐PM ☐NOONBUYER'S Initials: _____
BUYER'S Initials: _____BUYER'S Initials: _____
BUYER'S Initials: _____SELLER'S Initials: _____
SELLER'S Initials: _____SELLER'S Initials: _____
SELLER'S Initials: _____

Page 11 of 11

Rev. 01/01/2024



ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING THE ACQUISITION OF PROPERTY
FROM KEVIN WOLD, SR. FOR PROPERTY LOCATED AT 802
RUTH STREET, APPROPRIATING FUNDS FOR THE PURCHASE,
AND SETTING A PUBLIC HEARING ON THE ORDINANCE.

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

WHEREAS, the City of Sulphur desires to purchase property from Kevin Wold,
Sr., (hereinafter referred to as the “Seller”); and

WHEREAS, the sale price shall be eighty-nine thousand dollars (\$89,000.00); and

WHEREAS, sale includes an 11,000 square foot immovable residential corner lot
and a 1,473 square foot of gross living residential structure; and

WHEREAS, the property bearing municipal address of 802 Ruth Street, Sulphur,
Louisiana is more fully described as follows, to-wit:

LOTS 64, 65 F G LOCK SUB OF PART OF NW SE SEC 34.9.10

BE IT FURTHER ORDAINED by the City Council of the City of Sulphur,
Louisiana, the governing authority thereof, that Mayor Danahay is hereby authorized and
empowered to purchase said property described above, that he is authorized and directed
to execute the original warranty deed / Act of Cash Sale between the City of Sulphur and
the Seller for the sum of \$89,000.00; that it does hereby appropriate that sum for the
aforesaid purchase; and that it does set a public hearing on this ordinance at its regular
meeting at 5:30 p.m. on February 12, 2024.

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 _____, 2024.

DRU ELLENDER, 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

LOUISIANA RESIDENTIAL AGREEMENT TO BUY OR SELL

802 Ruth Street		Sulphur		LA	70663	01/05/2024
PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)						DATE
Listing Firm			Selling Firm			
Seller's Designated Agent Name & License Number ("Seller's agent")			Buyer's Designated Agent Name & License Number ("Buyer's agent")			
<input type="checkbox"/> Dual Agent						
Brokerage Name & License Number			Brokerage Name & License Number			
Agent Phone Number		Brokerage Phone Number		Agent Phone Number		
Brokerage Phone Number		Agent Phone Number		Brokerage Phone Number		
Email Address			Email Address			
Name of Designated Agent Receiving Agreement			Day _____ Date _____ Time _____ <input type="checkbox"/> AM <input type="checkbox"/> PM			
Agreement Transmitted by <input type="checkbox"/> electronic			<input type="checkbox"/> hand delivery <input type="checkbox"/> other _____			
Signature of Designated Agent Receiving Agreement			Day _____ Date _____ Time _____ <input type="checkbox"/> AM <input type="checkbox"/> PM			
Comments _____						

Electronic Notice Authorization

☒ The BUYER authorizes his or her agent to electronically deliver notices and other communications to the email address he or she provided to his or her agent. Furthermore, the BUYER authorizes the Seller's agent to electronically deliver notices and communications to the Buyer's agent at the email address shown above.

☒ The SELLER authorizes his or her agent to electronically deliver notices and other communications to the email address he or she provided to his or her agent. Furthermore, the SELLER authorizes the Buyer's agent to electronically deliver notices and other communications to the Seller's agent at the email address shown above.

The authorization contained in this Section is not an authorization for the Buyer's agent to communicate directly with the SELLER or a Seller's agent to communicate directly with the BUYER. The BUYER and SELLER agree the use of electronic documents and digital signatures is acceptable and will be treated as originals of the signatures and documents transmitted in this real estate transaction. Specifically, the BUYER and SELLER consent to the use of electronic documents, the electronic transmission of documents, and the use of electronic signatures pertaining to this Agreement, and any supplement addendum or modification relating thereto, including but not limited to any notices, requests, claims, demands and other communications as set forth in the Agreement.

BUYER'S Initials: _____ BUYER'S Initials: _____ SELLER'S Initials: _____ SELLER'S Initials: _____

BUYER'S Initials: _____ BUYER'S Initials: _____ SELLER'S Initials: _____ SELLER'S Initials: _____



PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

DATE

PROPERTY DESCRIPTION: I / We offer and agree to Buy / Sell the property at:

(Municipal Address) 802 Ruth Street

City Sulphur ; Zip 70663 ; Parish Calcasieu ; Louisiana,

(Legal Description) Lots 64 and 65 of the F.G. Lock Subdivision

_____ on lands and
grounds measuring approximately (# TBD) or as per record title; including all buildings,
structures, component parts, and all installed, built-in permanently attached improvements, together with all
fences, security systems, all installed speakers or installed sound systems, all landscaping, all outside TV antennas,
all satellite dishes, all installed and/or built-in appliances, all ceiling fans, all air conditioning or heating systems
including window units, all bathroom mirrors, all window coverings included but not limited to blinds, drapes,
curtains, window shades, window coverings, all associated window covering hardware, all shutters, all flooring,
all carpeting, all cabinet tops, all cabinet knobs or handles, all doors, all door knobs or handles, all doorbells, all
windows, all roofing, all electrical systems, all installed security systems, installed generators, attached television
mounts, gas logs, and all installed lighting fixtures, chandeliers and associated hardware, other constructions
permanently attached to the ground. If owned by the SELLER prior to date of this Agreement, standing timber,
unharvested crops, and ungathered fruits of trees on the property shall be conveyed to the BUYER. The following
movable items shall remain with the property; be transferred without any warranty; be deemed to have no value;
and, shall not be considered as part of the Sale Price:

All items listed herein are included in the property sold no matter how they are attached or installed, provided
that any or all of these items are in place at the time of signing this Agreement to Buy or Sell (the "Agreement"),
unless otherwise stated herein. (All of the above contained in lines 2 through 26 are collectively referred to herein
as the "Property.") The following items are excluded from the Property sold:

MINERAL RIGHTS: If the SELLER transfers any mineral rights, they are to be transferred without warranty.

_____ (0 %) of the mineral rights owned by the
SELLER are to be reserved and retained by the SELLER. The SELLER shall waive any right to use the surface for
any such reserved and retained mineral activity or use.

PRICE: The Property will be sold and purchased subject to title and zoning restrictions, servitudes of record, and
law or ordinances affecting the Property for the sum of _____

Eighty-Nine Thousand (\$ 89,000.00) (the "Sale Price").

BUYER'S Initials: _____

BUYER'S Initials: _____

SELLER'S Initials: _____

SELLER'S Initials: _____

BUYER'S Initials: _____

BUYER'S Initials: _____

SELLER'S Initials: _____

SELLER'S Initials: _____

PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

DATE

ACT OF SALE: The Act of Sale is to be executed before a settlement agent or Notary Public to be chosen by the BUYER, on February 29th, 2024, or before if mutually agreed upon. Any change of the date for execution of the Act of Sale must be mutually agreed upon in writing and signed by the SELLER and the BUYER. At closing, the BUYER must provide "good funds" as required by Louisiana statute LA R.S. 22:532 *et seq.*

OCCUPANCY: Occupancy/possession and transfer of keys/access is to be granted at Act of Sale unless otherwise mutually agreed upon in writing.

CONTINGENCY FOR SALE OF BUYER'S OTHER PROPERTY:

☐ This sale is contingent on the sale of other property by the BUYER and the contingency language found either in lines 359-368 or the attached addendum shall apply.

☒ This sale is not contingent upon the sale of other property by the BUYER nor is the loan needed by the BUYER to obtain the Sale Price contingent on the BUYER'S sale of any property.

FINANCING:

☒ **ALL CASH SALE:** The BUYER warrants the BUYER has cash readily available to close the sale of this Property.

☐ **FINANCED SALE:** This sale is conditioned upon the ability of BUYER to borrow with this Property as security for the loan the sum of _____ (\$ _____) or _____ (%) of the Sale Price by a mortgage loan or loans at an initial interest rate not to exceed _____ (%) per annum, interest and principal, amortized over a period of not less than _____ (# _____) years, payable in monthly installments or on any other terms as may be acceptable to the BUYER provided that these terms do not increase the cost, fees or expenses to the SELLER. The loan shall be secured by *(Check all that apply)*:

☐ Fixed Rate Mortgage☐ FHA Insured Mortgage☐ Adjustable Rate Mortgage☐ Owner Financing☐ Rural Development☐ Bond Financing☐ VA Guaranteed Mortgage☐ Conventional Mortgage☐ Other _____

The BUYER agrees to pay discount points not to exceed _____
(_____) % of the loan amount. Other financing conditions: _____

The BUYER acknowledges and warrants that the BUYER has available the funds which may be required to complete the sale of the Property, including but not limited to the deposit, the down payment, closing costs, pre-paid items, and other expenses. If this sale is a Financed Sale, BUYER acknowledges that any terms and conditions imposed by the BUYER'S lender(s) or by the Consumer Financial Protection Bureau shall not affect or extend the BUYER'S obligation to execute the Act of Sale or otherwise affect any terms or conditions of this Agreement except as otherwise set forth herein. The BUYER shall supply the SELLER written documentation from a lender that a loan application has been made and the BUYER has given written authorization to lender to proceed with the loan approval process within _____ (# _____) calendar days after the date of acceptance of this offer by both parties. If the BUYER fails to make loan application, and to supply SELLER with written documentation of that application and BUYER'S written authorization for lender to proceed with loan process within this period, the SELLER may, at the SELLER'S option, elect, in writing, to terminate the Agreement and

BUYER'S Initials: _____
BUYER'S Initials: _____

BUYER'S Initials: _____
BUYER'S Initials: _____

SELLER'S Initials: _____
SELLER'S Initials: _____

SELLER'S Initials: _____
SELLER'S Initials: _____

declare the Agreement null and void, by giving the BUYER written notice of the SELLER’S termination. If the BUYER is not able to secure financing, the SELLER reserves the right to provide all or part of mortgage loan(s) under the terms set forth above.

PRORATIONS, SPECIAL ASSESSMENTS, AND OTHER COSTS: Real estate taxes, flood insurance premiums if assumed, rents, condominium dues, special assessments, homeowners’ associations dues, and/or substantially similar dues or other costs for the current year shall be prorated through the date of the Act of Sale. Act of Sale costs, abstracting costs, title search, title insurance, and other costs required to obtain financing shall be paid by the BUYER, unless otherwise expressly provided for by the parties pursuant to a written agreement.

All necessary tax, mortgage, conveyance, release certificates or cancellations, and the SELLER closing fees, if any, shall be paid by the SELLER. On or before the date of the Act of Sale, the SELLER shall also pay all previous years’ taxes, special assessments, condominium dues, homeowners’ associations dues, and/or substantially similar dues or other costs, which were incurred or bear against the Property prior to the Act of Sale, unless otherwise expressly provided for by the parties pursuant to a written agreement.

For this Agreement, “special assessment” includes but is not limited to any assessment levied against the Property for payment of local improvement costs by state or local governmental authorities, political subdivisions, quasi-public bodies, or other public or private entities pursuant to agreement, contract, or law.

APPRAISAL: ☐ This sale is NOT conditioned on appraisal. ☒ This sale IS conditioned on the appraisal of the Property being not less than the Sale Price. The SELLER agrees to provide the utilities and access for appraisals. If the appraised value of the Property is equal to or greater than the Sale Price, the BUYER shall pay the Sale Price agreed upon prior to the appraisal. If the appraised value is less than the Sale Price, the BUYER shall provide the SELLER with a copy of the appraisal within _____ (# 0) calendar days of receipt of same, along with the BUYER’S written request for the SELLER to reduce the Sale Price. Within _____ (# 0) calendar days after the SELLER’S receipt of such written documentation of the appraised value, the BUYER shall have the option to pay the Sale Price agreed upon prior to the appraisal or to void this Agreement unless the SELLER agrees in writing to reduce the Sale Price to the appraised value or all parties agree to a new Sale Price.

DEPOSIT: Upon acceptance of this offer, or any attached counteroffer, the SELLER and the BUYER shall be bound by all terms and conditions of this Agreement, and the BUYER or the BUYER’S agent shall deliver **within 72 hours**, upon notice of acceptance of the offer, the BUYER’S deposit (the “Deposit”) in the amount of _____ (\$ _____) or _____ (_____ %) of the Sale Price to be paid in the form of:

- ☐ Cash _____ (\$ _____)
- ☐ Certified Funds _____ (\$ _____)
- ☐ Check _____ (\$ _____)
- ☐ Electronic Transfer _____ (\$ _____)
- ☒ No Deposit

The Deposit shall be held by ☐ Listing Broker ☐ Selling Broker ☐ Other _____

DEPOSIT HELD BY THIRD PARTY: Louisiana Administrative Code Title 46, Part LXVII Section 2717 requires that funds received in a real estate sales transaction shall be deposited in the appropriate sales escrow checking account, rental trust checking account or security deposit trust checking account of the listing or managing broker (“Broker”) unless all parties having an interest in the funds have agreed otherwise in writing. I agree to have the Deposit related to this transaction to be held by a third party and not in a sales escrow account maintained by the Broker. I understand that the Louisiana Real Estate Commission may not have jurisdiction

BUYER’S Initials: _____

BUYER’S Initials: _____

SELLER’S Initials: _____

SELLER’S Initials: _____

BUYER’S Initials: _____

BUYER’S Initials: _____

SELLER’S Initials: _____

SELLER’S Initials: _____

PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

DATE

over those third parties holding the funds. I acknowledge the Broker is not legally required to disburse a security deposit in accordance with LAC 46:LXVII.2901 when a third party holds the Deposit.

Failure to deliver the Deposit shall be considered a default of this Agreement. If the Deposit is held by a Broker, it must be held in accordance with the rules of the Louisiana Real Estate Commission in a federally insured banking or savings and loan institution without responsibility on the part of the Broker in the case of failure or suspension of such institution. If the parties fail to execute an Act of Sale by date specified herein, and/or a dispute arises as to ownership of, or entitlement to, the Deposit or funds held in escrow, the Broker shall abide by the Rules and Regulations set forth by the Louisiana Real Estate Commission.

RETURN OF DEPOSIT: The Deposit shall be returned to the BUYER and this Agreement declared null and void without demand in consequence of the following events:

- 1) If this Agreement is declared null and void by the BUYER pursuant to the Due Diligence and the Inspection Period as set forth in lines 198 through 253 of this Agreement;
- 2) If this Agreement is subject to the BUYER'S ability to obtain a loan and the loan cannot be obtained, except as stated in lines 90 through 95 of this Agreement, but only if the BUYER has made good faith efforts to obtain the loan;
- 3) If the SELLER declares the Agreement null and void for failure of BUYER to comply with written document requirements as set forth in lines 90 through 95 of this Agreement;
- 4) If the BUYER conditions the Sale Price on an appraisal is less than the Sale Price and the SELLER will not reduce the Sale Price as set forth in lines 113 through 122 of this Agreement;
- 5) If the BUYER timely terminates the Agreement after having received the leases or assessments, as set forth in lines 171 through 175 of this Agreement;
- 6) If the SELLER is unable to timely deliver to the BUYER an approved sewerage and/or water inspection report as set forth in lines 255 through 267 of this Agreement;
- 7) If the SELLER chooses not to repair or replace the sewer system(s) servicing the Property as per the SEPTIC/WATER WELL ADDENDUM, and the BUYER terminated the agreement as a result thereof.
- 8) If the SELLER chooses not to repair or replace the private water well system(s) as per the SEPTIC/WATER WELL ADDENDUM, and the BUYER terminates the agreement as a result thereof.

LEASES: The sale is conditioned upon the BUYER'S receipt of a copy of all written leases, excluding mineral leases, from the SELLER **within five (5) calendar days** of acceptance of the Agreement. The BUYER shall have **five (5) calendar days** after receipt of the aforementioned documents to notify the SELLER whether they are acceptable to the BUYER. Security deposits, keys/access, and leases are to be transferred to the BUYER at or before the Act of Sale.

PROPERTY CONDITION: THE BUYER ACKNOWLEDGES THAT THE SALE PRICE OF THE PROPERTY WAS NEGOTIATED BASED UPON THE PROPERTY'S APPARENT CURRENT CONDITION; ACCORDINGLY, THE SELLER IS NOT OBLIGATED TO MAKE REPAIRS TO THE PROPERTY, INCLUDING REPAIRS REQUIRED BY THE LENDER UNLESS OTHERWISE STATED HEREIN. THE SELLER IS RESPONSIBLE FOR MAINTAINING THE PROPERTY IN SUBSTANTIALLY THE SAME OR BETTER CONDITION AS IT WAS WHEN THE AGREEMENT WAS FULLY EXECUTED.

DUE DILIGENCE AND INSPECTION PERIOD:

If acceptance of this Agreement occurs, the BUYER shall have a Due Diligence and Inspection Period (hereinafter "DDI Period") commencing on the first day after acceptance of this Agreement and expiring _____ (# 0) calendar days after commencement OR upon the date and time the BUYER'S Request to the SELLER is received as set forth in lines 220 through 221, **whichever is earlier**. The SELLER agrees to provide the utilities for any due diligence and inspections and

BUYER'S Initials: _____ BUYER'S Initials: _____ SELLER'S Initials: _____ SELLER'S Initials: _____
BUYER'S Initials: _____ BUYER'S Initials: _____ SELLER'S Initials: _____ SELLER'S Initials: _____

immediate access to the Property. The due diligence and inspection period will be extended by the same number of days that the BUYER is not granted immediate access to the Property or all utilities are not provided by the SELLER.

Effect of BUYER’S Failure to Timely Provide Written Termination or BUYER’S Request: Failure of the BUYER to timely provide written notice of termination or a written BUYER’S Request as described in lines 208 through 253 below prior to the expiration of the DDI Period shall be deemed as acceptance by the BUYER of the Property’s current condition.

DDI Period Activities: During the inspection and due diligence period the BUYER may, at the BUYER’S expense, have any inspections made by experts or others of his choosing. Such physical inspections may include but are not limited to surveys, inspections for termites and other wood destroying insects, and/or damage from same, molds, and fungi hazards, and analysis of synthetic stucco, drywall, appliances, structures, foundations, roof, heating, cooling, electrical, plumbing systems, utility and sewer, including but not limited to septic tanks and pump grinder systems availability and condition, out-buildings, and square footage. Other due diligence by the BUYER may include but is not limited to investigation into the Property’s school district, insurability, flood zone classifications, current zoning and/or subdivision restrictive covenants and any items addressed in the SELLER’S Property Disclosure Document. All testing shall be nondestructive testing.

BUYER’S OPTIONS PRIOR TO THE EXPIRATION OF THE DDI PERIOD: If the BUYER is not satisfied with the condition of the Property or the results of the BUYER’S due diligence or investigations, the BUYER may choose one of the following options prior to the expiration of the DDI Period:

OPTION 1:

A. The BUYER may elect, in writing, to terminate the Agreement and declare the Agreement null and void.

Effect of the BUYER’S Termination of the Agreement pursuant to Option 1: If the BUYER elects to terminate this Agreement in writing, the Agreement shall be automatically ipso facto null and void with no further action required by either party except for return of Deposit to the BUYER.

OPTION 2:

A. The BUYER may present a single, signed, and complete written list to the Seller of the deficiencies and desired remedies (“BUYER’S Request”).

B. If the BUYER selects Option 2, the following process shall apply:

1. (a) **SELLER’S Response to BUYER’S Request:** If provided a BUYER’S REQUEST, the SELLER shall respond in writing as to the SELLER’S willingness to or refusal to remedy any deficiencies identified in the BUYER’S Request. Seller’s signed, written response shall be provided to the BUYER **within 72 hours** of receipt of the BUYER’S Request (“SELLER’S Response”).

(b) **Effect of SELLER’S Failure to Timely Respond to the BUYER’S Request:** If the SELLER fails to timely respond to the BUYER’S Request in writing within the required time frame, then the BUYER shall have **72 hours** from when the SELLER’S Response was due to notify the SELLER in writing that the BUYER will:

- (i) accept the Property in its current condition; or
- (ii) elect to terminate this Agreement.

(c) **Effect of the BUYER’S Failure to Timely Respond to SELLER’S Failure to Timely Respond:** If the BUYER fails to provide this notice (lines 228 through 232) in writing within the required time frame, the Agreement shall be automatically, with no further action required by either party, ipso facto null and void except for return of Deposit to the BUYER.

BUYER’S Initials: _____

BUYER’S Initials: _____

SELLER’S Initials: _____

SELLER’S Initials: _____

BUYER’S Initials: _____

BUYER’S Initials: _____

SELLER’S Initials: _____

SELLER’S Initials: _____

PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

DATE

2. (a) **BUYER'S Response to SELLER'S Response:** Should the SELLER in the SELLER'S Response refuse to remedy any or all the deficiencies listed by the BUYER, then the BUYER shall have **72 hours** from receipt of the SELLER'S Response or **72 hours** from the date that the SELLER'S Response was due, whichever is earlier, to take one of the following actions ("BUYER'S Response"). The BUYER'S Response shall be provided to the SELLER in writing.

(i) accept the SELLER'S Response to the BUYER'S Request, or

(ii) accept the Property in its current condition, or

(iii) to elect to terminate this Agreement in writing which shall automatically make the Agreement ipso facto null and void with no further action required by either party except for the return of Deposit to the BUYER.

(b) **Effect of BUYER'S Failure to Timely Respond to SELLER'S Response:** If the BUYER fails to respond to the SELLER'S Response within the time specified, then the Agreement shall be automatically, with no further action required by either party, ipso facto null and void except for return of Deposit to the BUYER.

Upon receipt of the written BUYER'S Response to the SELLER'S Response, the SELLER shall not be required to remedy any additional deficiencies requested by the BUYER unless the parties enter into an additional agreement in writing.

PRIVATE WATER/SEWERAGE:

☐ There is/are _____ (# _____) private water system(s) servicing only the primary residence, and the attached private Septic/Water Addendum inspections shall include only the system(s) supplying service to the primary residence.

☐ There is/are _____ (# _____) private septic/treatment system(s) servicing only the primary residence and the attached private Septic/Water Addendum inspections shall include only those systems supplying service to the primary residence.

☒ There is NO private septic/treatment system(s) servicing only the primary residence.

☒ There is NO private water system(s) servicing only the primary residence.

HOME SERVICE/WARRANTY:

A home service/warranty plan ☐ will / ☒ will not be purchased at the closing of sale at a cost not to exceed _____ (\$ _____) to be paid by ☐ the BUYER / ☐ the SELLER.

Home Service Warranty will be ordered by _____.
The home service warranty plan does not warrant pre-existing defects and options, and does not supersede or replace any other inspection clause or responsibilities. If neither the BUYER nor the SELLER accepts the home service warranty plan, they declare that they have been made aware of the existence of such a plan, and further declare that they hold the Broker and Agents harmless from any responsibility or liability due to their rejection of such a plan.

BUYER'S Initials: _____
BUYER'S Initials: _____

BUYER'S Initials: _____
BUYER'S Initials: _____

SELLER'S Initials: _____
SELLER'S Initials: _____

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SELLER'S Initials: _____

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WARRANTY OR AS IS CLAUSE WITH WAIVER OF RIGHT OF REDHIBITION: (CHECK ONE ONLY)

☐ A. SALE WITH WARRANTIES: The SELLER and the BUYER acknowledge that this sale shall be with full SELLER warranties as to any claims or causes of action including but not limited to redhibition pursuant to Louisiana Civil Code Article 2520 *et seq.*

☒ B. SALE "AS IS" WITHOUT WARRANTIES: The SELLER and the BUYER hereby acknowledge and recognize that the Property being sold and purchased is to be transferred in "as is" condition and further the BUYER does hereby waive, relieve and release the SELLER from any claims or causes of action for redhibition pursuant to Louisiana Civil Code Article 2520 *et seq.* and Article 2541 *et seq.* or for reduction of Sale Price pursuant to Louisiana Civil Code Article 2541 *et seq.* Additionally, the BUYER acknowledges that this sale is made without warranty of fitness for ordinary or particular use pursuant to Louisiana Civil Code Article 2524. The SELLER and the BUYER agree that this clause shall be made a part of the Act of Sale.

☐ C. NEW HOME WARRANTIES: Notwithstanding lines 282 through 291 and irrespective of whether A or B above is checked, if the Property is a new construction, the parties agree that neither A or B will apply but instead the provisions of the New Home Warranty Act (LA R.S. 9:3141 *et seq.*) shall apply. The warranty of condition of this Property is governed by the New Home Warranty Act if a home on the Property is a "home" as defined in the New Home Warranty Act.

MERCHANTABLE TITLE/CURATIVE WORK: The SELLER shall deliver to the BUYER a merchantable title at the SELLER'S costs (see lines 97 through 111). If curative work in connection with the title to the Property is required or is a requirement for obtaining the loan(s) upon which this Agreement is conditioned, the parties agree to and do extend the date for passing the Act of Sale to a date not more than Thirty (# 30) calendar days from the date of the Act of Sale stated herein. The SELLER'S title shall be merchantable and free of all liens and encumbrances except those that can be satisfied at Act of Sale. All costs and fees required to make title merchantable shall be paid by the SELLER. The SELLER shall make good faith efforts to deliver merchantable title. The SELLER'S inability to deliver merchantable title within the time stipulated herein shall render this Agreement null and void, reserving unto the BUYER the right to demand the return of the Deposit and to recover from the SELLER actual costs incurred in processing of sale as well as legal fees incurred by the BUYER.

FINAL WALK THROUGH: The BUYER shall have the right to re-inspect the Property **within five (5) calendar days** prior to the Act of Sale, or occupancy, whichever will occur first in order to determine if the Property is in the same or better condition as it was at the initial inspection(s) and to insure all agreed upon repairs have been completed. The SELLER agrees to provide utilities for the final walk through and immediate access to the Property.

DEFAULT OF AGREEMENT BY THE SELLER: In the event of any default of this Agreement by the SELLER, the BUYER shall at the BUYER'S option have the right to declare this Agreement null and void with no further demand, or to demand and/or sue for any of the following:

- 1) Termination of this Agreement
- 2) Specific performance
- 3) Termination of this Agreement and an amount equal to 10% of the Sale Price as stipulated damages.

Further, the BUYER shall be entitled to the return of the Deposit. The prevailing party to any litigation brought to enforce any provision of this Agreement shall be awarded their attorney fees and costs. The SELLER may also be liable for Broker fees.

DEFAULT OF AGREEMENT BY BUYER: In the event of any default of this Agreement by the BUYER, the SELLER shall have at the SELLER'S option the right to declare this Agreement null and void with no further demand, or to demand and sue for any of the following:

- 1) Termination of this Agreement

BUYER'S Initials: _____

BUYER'S Initials: _____

SELLER'S Initials: _____

SELLER'S Initials: _____

BUYER'S Initials: _____

BUYER'S Initials: _____

SELLER'S Initials: _____

SELLER'S Initials: _____

2) Specific performance

3) Termination of this Agreement and an amount equal to 10% of the Sale Price as stipulated damages.

Further, the SELLER shall be entitled to retain the Deposit. The prevailing party to any litigation brought to enforce any provision of this Agreement shall be awarded their attorney fees and costs. The BUYER may also be liable for Broker fees.

MOLD RELATED HAZARDS NOTICE: An informational pamphlet regarding common mold related hazards that can affect real property is available at the EPA website <https://www.epa.gov/sites/default/files/2016-10/documents/moldguide12.pdf>. By initialing this page of the Agreement, the BUYER acknowledges that the real estate agent has provided the BUYER with the EPA website enabling the BUYER to obtain information regarding common mold related hazards.

OFFENDER NOTIFICATION: The Louisiana State Police maintains the State Sex Offender and Child Predator Registry through the Louisiana Bureau of Criminal Identification and Information. It is a public access database of the locations of individuals who are required to register pursuant to LA R.S. 15:540 *et seq.* The website for the database is <http://www.lsp.org/socpr/default.html>. Sheriff and police departments serving jurisdictions of 450,000 also maintain such information. Inquiries can be made by phone at 1-800-858-0551. Send written inquiries to Post Office Box 66614, Box A-6, Baton Rouge, Louisiana 70896.

FLOOD HAZARD INFORMATION: An informational website regarding flood hazards that can affect real property is available at the FEMA website <https://msc.fema.gov/portal>.

CHOICE OF LAW: This Agreement shall be governed by and shall be interpreted in accordance with the laws of the State of Louisiana.

DEADLINES: TIME IS OF THE ESSENCE and all deadlines are final, except where modifications, changes, or extensions are made in writing and signed by all parties to this Agreement. All "calendar days" as used in this Agreement or as are put forth in this Agreement shall end at 11:59 p.m. in Louisiana.

ADDITIONAL TERMS AND CONDITIONS:
Seller is a Louisiana Licensed Broker and Real Estate Agent;
Appraisal has already been obtained and the purchase price herein matches the appraised value;

ROLES OF BROKERS AND DESIGNATED AGENTS: Broker(s) and Designated Agent(s) have acted only as real estate brokers to bring the parties together and make no warranty to either party for performance or non-performance of any part of this Agreement or for any warranty of any nature unless specifically set forth in writing.

Broker(s) and Designated Agent(s) make no warranty or other assurances whatsoever concerning Property measurements, square footage, room dimensions, lot size, Property lines or boundaries. Broker(s) and Designated Agent(s) make no representations as to suitability or to a particular use of the Property, and the BUYER has or will independently investigate all conditions and characteristics of the Property which are important to the BUYER. The BUYER is not relying on the Broker or the Designated Agent(s) to choose a

BUYER'S Initials: _____

BUYER'S Initials: _____

SELLER'S Initials: _____

SELLER'S Initials: _____

BUYER'S Initials: _____

BUYER'S Initials: _____

SELLER'S Initials: _____

SELLER'S Initials: _____

representative to inspect or re-inspect the Property; the BUYER understands any representative desired by the BUYER may perform this function. If Broker/Agent(s) provides names or sources for such advice or assistance, Broker/Agent(s) does not warrant the services of such experts or their products and cannot warrant the condition of Property or interest to be acquired or guarantee that all defects are disclosed by the SELLER(S). Broker/Agent(s) do not investigate the status of permits, zoning, code compliance, restrictive covenants, or insurability. The Broker(s) and Designated Agent(s) specifically make no warranty whatsoever as to whether the Property is situated in or out of the Government's hundred-year flood plan or is or would be classified as wetlands by the U.S. Army Corps of Engineers, or as to the presence of wood destroying insects or damage there from. The BUYER(S) are to satisfy themselves concerning these issues. Designated Agent shall be an independent contractor for Broker if the conditions as set forth in LA R.S. 37:1446(h) are met.

LIST ADDENDA TO BE ATTACHED AND MADE A PART OF THIS AGREEMENT:

- ☐ Contingency for Sale of the BUYER'S Other Property Addendum
- ☐ Deposit Addendum
- ☐ Condominium Addendum
- ☐ _____
- ☐ Private Water/Sewerage Addendum
- ☐ _____
- ☐ New Construction Addendum
- ☐ _____

If any of the pre-printed portions of this Agreement vary or conflict with any additional or modified terms on blanks provided in this form or Addendum attached to this Agreement, the additional, modified, or Addendum provisions control.

SINGULAR – PLURAL USE: Wherever the word BUYER or the word SELLER occurs in this Agreement or is referred to, the same shall be construed as singular or plural, masculine or feminine or neuter, as the case may be.

ACCEPTANCE: Acceptance of this Agreement shall be in writing. This Agreement may be executed by use of electronic signatures, in accordance with the Louisiana Uniform Electronic Transaction Act. The original of this Agreement shall be delivered to the listing Broker's firm. This Agreement and any supplement addendum or modification relating hereto, including any photocopy, facsimile, or electronic transmission thereof, may be executed in two or more counterparts, all of which shall constitute one and the same Agreement.

NOTICES AND OTHER COMMUNICATIONS: All notices, requests, claims, demands, and other communications related to or required by this Agreement shall be in writing. Notices permitted or required to be given (excluding service of process) shall be deemed sufficient if delivered by (a) mail, (b) hand delivery, (c) overnight delivery, (d) facsimile, (e) email, or (f) other e-signature transmissions addressed to the respective addresses of the parties as written on the first page of this Agreement or at such other addresses as the respective parties may designate by written notice.

CONTRACT: This is a legally binding contract when signed by both the SELLER and the BUYER. READ IT CAREFULLY. If you do not understand the effect of any part of this Agreement, seek legal advice before signing this contract or attempting to enforce any obligation or remedy provided herein.

ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between the parties, and any other agreements not incorporated herein, in writing, are void and of no force and effect.

BUYER'S Initials: _____

BUYER'S Initials: _____

SELLER'S Initials: _____

SELLER'S Initials: _____



PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

DATE

EXPIRATION OF OFFER:This offer is binding and irrevocable until January 15th, 2024 at ☐AM ☐PM ☒NOON.

The Acceptance of this offer shall be communicated to the offering party by the deadline stated on line 423 to be binding and effective.

☒ Buyer's/ ☐ Seller's Signature ☐ Date/Time ☐ Buyer's/ ☐ Seller's Signature ☐ Date/TimeThe City of Sulphur

Print Buyer's/Seller's Full Name (First, Middle, Last)

Print Buyer's/Seller's Full Name (First, Middle, Last)

☐ Buyer's/ ☐ Seller's Signature ☐ Date/Time ☐ Buyer's/ ☐ Seller's Signature ☐ Date/Time

Print Buyer's/Seller's Full Name (First, Middle, Last)

Print Buyer's/Seller's Full Name (First, Middle, Last)

This offer was presented to the ☐ Seller ☐ Buyer by _____Day/ Date/ Time ☐AM ☐PM ☐NOONThis offer is: ☐ Accepted ☐ Rejected (without counter) ☐ Countered (see attached counter) by:☐ Buyer's/ ☒ Seller's Signature ☐ Date/Time ☐ Buyer's/ ☐ Seller's Signature ☐ Date/TimeKevin Wold Sr

Print Buyer's/Seller's Full Name (First, Middle, Last)

Print Buyer's/Seller's Full Name (First, Middle, Last)

☐ Buyer's/ ☐ Seller's Signature ☐ Date/Time ☐ Buyer's/ ☐ Seller's Signature ☐ Date/Time

Print Buyer's/Seller's Full Name (First, Middle, Last)

Print Buyer's/Seller's Full Name (First, Middle, Last)

This offer was presented to the ☐ Seller ☐ Buyer by _____Day/ Date/ Time ☐AM ☐PM ☐NOON

BUYER'S Initials: _____

BUYER'S Initials: _____

SELLER'S Initials: _____

SELLER'S Initials: _____

BUYER'S Initials: _____

BUYER'S Initials: _____

SELLER'S Initials: _____

SELLER'S Initials: _____

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Rev. 01/01/2024



ORDINANCE NO. _____, M-C SERIES

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

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

Dept	Description	Year	Make	Model	Serial #/MN#	Reason	Date	Est. Value
Shop	Exmark Mower	2008	Exmark	LAZAR2	760687	Nbt In Use	12/14/23	\$50.00

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

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

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

DRU ELLENDER, 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

RESOLUTION NO. _____, M-C SERIES

Resolution awarding low bid received for annual supply of chemicals for the City of Sulphur.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that bids for annual supply of chemicals for the City of Sulphur were opened and read aloud in a public session on Wednesday, January 3, 2024, at 10:00 a.m. and the bids are as follows:

*Tabulation for
2024 Annual Supply of Chemicals*

<i>18 Drums 330 lbs Cairox Free Flowing Potassium Permanganate</i>		
VENDOR	UNIT COST	EXTENSION
Shannon Chemical	\$5.77/lb	\$34,345.46
Hawkins	4.978/lb	\$29,569.32
Delta Chemical	No Bid	No Bid
Pencco, Inc	No Bid	No Bid
<i>*Hawkins Inc has Louisiana Preference</i>		
Awarded Vendor : Hawkins		

<i>55 Tons/1 ton Cylinders of Chlorine</i>		
VENDOR	UNIT COST	EXTENSION
Shannon Chemical	No Bid	No Bid
Hawkins	No Bid	No Bid
Delta Chemical	No Bid	No Bid
Pencco, Inc	No Bid	No Bid

<i>75,000 pounds Zinc Orthophosphate</i>		
VENDOR	UNIT COST	EXTENSION
Shannon Chemical	\$0.97/lb	\$72,750.00
Hawkins	\$0.8762/lb	\$65,715
Delta Chemical	\$1.09/lb	\$81,750
Pencco, Inc	No Bid	No Bid
<i>*Hawkins Inc & Delta have Louisiana Preference</i>		
Awarded Vendor : Hawkins		

<i>10.000 pounds Hydrofluorsilic Acid 23%</i>		
VENDOR	UNIT COST	EXTENSION
Shannon Chemical	No Bid	No Bid
Hawkins	\$0.7196/lb	\$7,196
Delta Chemical	\$0.90/lb	\$9,000
Pencco, Inc	No Bid	No Bid
<i>*Hawkins Inc has Louisiana Preference</i>		
Awarded Vendor : Hawkins		

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

DRU ELLENDER, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

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:
NAYS:
ABSENT:

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

DRU ELLENDER, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

Resolution approving liquor licenses for 2024.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby approve the below liquor licenses for 2024:

NAME:	CONTENT:
1. A & B TOBACCO	CLASS B
2. AMERICAN LEGION POST #179	CLASS A
3. BROOKSHIRE BROTHERS #47	CLASS B
4. CAJUN PLAY/LIGHTHOUSE MARKET	CLASS B
5. CANDLEWOOD SUITES	CLASS A
6. CASA OLE #48	CLASS A
7. CASH MAGIC WINNER’S CHOICE	CLASS A
8. CASH MAGIC WINNER’S CHOICE-CS	CLASS B
9. CHARGEPOINT LLC	CLASS B
10. CHILI’S GRILL & BAR	CLASS A
11. CIRCLE A	CLASS B
12. CIRCLE K #8340	CLASS B
13. CLARION POINTE BY CHOICE HOTEL	CLASS A
14. CRACKER BARREL #320	CLASS A
15. CRUST PIZZA COMPANY	CLASS A
16. CVS PHARMACY #5612	CLASS B
17. DELTA FOOD MART #4	CLASS B
18. DOLLAR GENERAL #8694	CLASS B
19. DOLLAR GENERAL #9397	CLASS B
20. DOLLAR GENERAL STORE #22891	CLASS B
21. DOLLAR GENERAL STORE #22893	CLASS B
22. DOUBLE TREE BY HILTON	CLASS A
23. EL TAPATIO MEXICAN COCINA	CLASS A
24. E-Z MART #4415	CLASS B
25. EXPRESS 27	CLASS B
26. FAMILY DOLLAR #23877	CLASS B
27. FIFTH WHEEL CONOCO	CLASS B
28. FIRST STOP #1	CLASS B
29. FOOD MART	CLASS B
30. GATOR BAR	CLASS A
31. GRAB N GEAUX #5	CLASS B
32. GRAB N GEAUX #7	CLASS B
33. GRAB N GEAUX #10	CLASS B
34. GRAB N GEAUX #16	CLASS B
35. HOLLIER’S CAJUN KITCHEN	CLASS A
36. IN & OUT #3	CLASS B
37. JACKPOT JUNCTION CASINO	CLASS A
38. JOE’S PIZZA & PASTA OF SULPHUR	CLASS A
39. KAW-LIGA’S WDN INDIAN CLUB	CLASS A
40. KROGER #747	CLASS B
41. KROGER KWIK SHOP #747	CLASS B
42. KYOTO JAPANESE STEAK HOUSE	CLASS A
43. LA RUMBA	CLASS A
44. LEBLEU’S LANDING	CLASS A
45. LIQUOR LAB	CLASS B
46. LOS PONCHOS MEXICAN GRILL	CLASS A
47. MAPLEWOOD DISCOUNT	CLASS B
48. MARIA’S COCINA MEXICANA	CLASS A
49. MARKET BASKET #41	CLASS B
50. MISSE’S GROCERY	CLASS B
51. MISSION FUEL	CLASS B
52. MORE 4 LESS #45	CLASS B

53.	QUICK STUFF	CLASS B
54.	RICHARD'S BOUDIN & SEAFOOD MKT	CLASS A
55.	ROUSE'S MARKET #71	CLASS B
56.	ROYAL PALACE	CLASS A
57.	SAKE JAPANESE INC	CLASS A
58.	SMOKERS EXPRESS	CLASS B
59.	SMOKER'S PARADISE	CLASS B
60.	SOUTHERN SEAS DISTRIBUTING CO	CLASS B
61.	SULPHUR PARKS & REC- GOLF COURSE	CLASS A
62.	SULPHUR TRUCK STOP & CASINO	CLASS A
63.	SULPHUR TRUCK STOP- CONV STORE	CLASS B
64.	SUNDOWN SUPER SAVER #4	CLASS B
65.	THE BOILING POINT	CLASS A
66.	TOBACCO PLUS INC #1	CLASS B
67.	TORSTOP LLC	CLASS B
68.	VISION HOTELS DBA HAMPTON INN	CLASS A
69.	WALMART SUPERCENTER #331	CLASS B
70.	WALGREEN'S #10509	CLASS B
71.	WALGREEN'S #2920	CLASS B
72.	WEST CAL ARENA	CLASS A
73.	WEST CAL ARENA & EVENTS CENTER	CLASS A
74.	X-PREZ TOBACCO	CLASS B
75.	YELLOWFIN DISTILLERY LLC	CLASS B

NAME:	CONTENT:
1. A & B TOBACCO	CLASS B
2. AMERICAN LEGION POST #179	CLASS A
3. BROOKSHIRE BROTHERS #47	CLASS B
4. CAJUN PLAY/LIGHTHOUSE MARKET	CLASS B
5. CANDLEWOOD SUITES	CLASS A
6. CASA OLE #48	CLASS A
7. CASH MAGIC WINNER'S CHOICE	CLASS A
8. CASH MAGIC WINNER'S CHOICE-CS	CLASS B
9. CHARGEPOINT LLC	CLASS B
10. CHILI'S GRILL & BAR	CLASS A
11. CIRCLE A	CLASS B
12. CIRCLE K #8340	CLASS B
13. CLARION POINTE BY CHOICE HOTEL	CLASS A
14. CRACKER BARREL #320	CLASS A
15. CRUST PIZZA COMPANY	CLASS A
16. CVS PHARMACY #5612	CLASS B
17. DELTA FOOD MART #4	CLASS B
18. DOLLAR GENERAL #8694	CLASS B

19.	DOLLAR GENERAL #9397	CLASS B
20.	DOLLAR GENERAL STORE #22891	CLASS B
21.	DOLLAR GENERAL STORE #22893	CLASS B
22.	DOUBLE TREE BY HILTON	CLASS A
23.	EL TAPATIO MEXICAN COCINA	CLASS A
24.	E-Z MART #4415	CLASS B
25.	EXPRESS 27	CLASS B
26.	FAMILY DOLLAR #23877	CLASS B
27.	FIFTH WHEEL CONOCO	CLASS B
28.	FIRST STOP #1	CLASS B
29.	FOOD MART	CLASS B
30.	GATOR BAR	CLASS A
31.	GRAB N GEAUX #5	CLASS B
32.	GRAB N GEAUX #7	CLASS B
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35.	HOLLIER'S CAJUN KITCHEN	CLASS A
36.	IN & OUT #3	CLASS B
37.	JACKPOT JUNCTION CASINO	CLASS A
38.	JOE'S PIZZA & PASTA OF SULPHUR	CLASS A
39.	KAW-LIGA'S WDN INDIAN CLUB	CLASS A
40.	KROGER #747	CLASS B
41.	KROGER KWIK SHOP #747	CLASS B
42.	KYOTO JAPANESE STEAK HOUSE	CLASS A
43.	LA RUMBA	CLASS A

44.	LEBLEU'S LANDING	CLASS A
45.	LIQUOR LAB	CLASS B
46.	LOS PONCHOS MEXICAN GRILL	CLASS A
47.	MAPLEWOOD DISCOUNT	CLASS B
48.	MARIA'S COCINA MEXICANA	CLASS A
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51.	MISSION FUEL	CLASS B
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55.	ROUSE'S MARKET #71	CLASS B
56.	ROYAL PALACE	CLASS A
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59.	SMOKER'S PARADISE	CLASS B
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71.	WALGREEN'S #2920	CLASS B
72.	WEST CAL ARENA	CLASS A
73.	WEST CAL ARENA & EVENTS CENTER	CLASS A
74.	X-PREZ TOBACCO	CLASS B
75.	YELLOWFIN DISTILLERY LLC	CLASS B

BE IT FURTHER RESOLVED that the above liquor licenses shall be approved for 2024.

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

DRU ELLENDER, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

Resolution appointing Adele Mart to the Sulphur Housing Authority Board of Directors to fill the unexpired term of Mary Kay Stoma.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby appoint Adele Mart to the Sulphur Housing Authority Board of Directors to fill the unexpired term of Mary Kay Stoma which term will expire November, 2028.

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

DRU ELLENDER, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

Resolution authorizing Mayor Mike Danahay to submit the Edward Byrne Allocation Justice Assistance Grant (JAG) for car and body camera equipment for Police Department.

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 submit the Edward Byrne Allocation Justice Assistance Grant (JAG) for car and body camera equipment for Police Department.

APPROVED AND ADOPTED by the City
Council of the City of Sulphur, on this
_____ day of _____, 2024.

DRU ELLENDER, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk