

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

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

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

1. PROCLAMATION to Sulphur High School Twisters. I02-24 (Mayor Danahay)
2. PROCLAMATION honoring Vinetta Briscoe for being the first black female officer for the Sulphur Police Department. I03-24 (Melinda Hardy)
3. PROCLAMATION honoring Veronica Allison for being the first black City Councilman. I04-24 (Melinda Hardy)
4. PUBLIC HEARING on ordinance authorizing Mayor Mike Danahay to enter into a Buy/Sell Agreement with Kevin Wold, Sr., 802 Ruth Street. ORD06-24 (Mayor Danahay)
5. PUBLIC HEARING on ordinance authorizing the acquisition of property from Kevin Wold, Sr., 802 Ruth Street. ORD07-24 (Mayor Danahay)
6. PUBLIC HEARING on ordinance declaring certain movable property of the City of Sulphur and providing for the disposal thereof (Exmark mower and IT equipment). ORD08-24 (Mayor Danahay)
7. INTRODUCTION OF ORDINANCE authorizing Mayor Danahay to enter into an Agreement with Entergy Louisiana, LLC, for a right of way to conduct various studies and surveys for a proposed transmission line for Lake Charles Methanol located on Bayou D'Inde Road. ORD09-24 (Mayor Danahay)
8. INTRODUCTION OF ORDINANCE authorizing Mayor to enter into Cooperative Endeavor Agreement with Consolidated Gravity Drainage District No. 1 of Calcasieu Parish related to drainage improvement projects including land acquisition and related matters (property located on west end of Urban Street). ORD10-24 (Mayor Danahay)

9. INTRODUCTION OF ORDINANCE authorizing action pursuant to R.S. 19:134.1 for land acquisition due to public necessity for pending drainage projects (property located on west end of Urban Street). ORD11-24 (Mayor Danahay)
10. INTRODUCTION OF ORDINANCE amending Chapter 20, Section 35 of the Code of Ordinances of the City of Sulphur – Businesses where licenses are based on flat fees – Special Event License. ORD12-24 (Mayor Danahay)
11. RESOLUTION approving liquor license for Napoleon Food Mart, 2140 East Napoleon Street. RES06-24 (Mayor Danahay)
12. RESOLUTION approving liquor license for Chimmey’s Inc., 3921 Maplewood Drive Suite 2. RES07-24 (Mayor Danahay)
13. RESOLUTION approving liquor license for Lighthouse Mission Fuel, 2700 Ruth Street. RES08-24 (Mayor Danahay)
14. RESOLUTION accepting application from Martin Hoffpauir, dba Luke’s Towing & Recovery, located at 108 Benoit Lane, for an Emergency Auto Wrecker Service for light/heavy duty and setting public hearing date. RES09-24 (Nick Nezat)
15. PUBLIC COMMENT - 3 MINUTES PER SPEAKER - ONLY SPEAK 1 TIME PER ITEM.

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

#### ADJOURNMENT

The next regular City Council meeting will be held on Monday, March 11, 2024, at 5:30 p.m. in the Council Chambers located at 1551 East Napoleon Street, Sulphur, LA.

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

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

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

ORDINANCE 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: _____





## 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: \_\_\_\_\_

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SELLER'S Initials: \_\_\_\_\_

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SELLER'S Initials: \_\_\_\_\_

SELLER'S Initials: \_\_\_\_\_



## PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

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**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

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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

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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

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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: \_\_\_\_\_

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SELLER’S Initials: \_\_\_\_\_



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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.

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**WARRANTY OR AS IS CLAUSE WITH WAIVER OF RIGHT OF REDHIBTION: (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 ☐NOON

BUYER'S Initials: \_\_\_\_\_

BUYER'S Initials: \_\_\_\_\_

BUYER'S Initials: \_\_\_\_\_

BUYER'S Initials: \_\_\_\_\_

SELLER'S Initials: \_\_\_\_\_

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SELLER'S Initials: \_\_\_\_\_





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: \_\_\_\_\_

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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: \_\_\_\_\_  
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BUYER'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: \_\_\_\_\_

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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: \_\_\_\_\_

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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: \_\_\_\_\_

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NEED MOTION/SECOND TO AMEND SINCE IT EQUIPMENT WAS ADDED SINCE INTRODUCTION

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

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

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	Nt In Use	12/14/23	\$50.00

DESKTOPS

CATEGORY	QTY	DESCRIPTION	MODEL#	SERIAL#	REASON	YEAR	DATE	VALUE
DESKTOP	1	Lenovo Desktop	10FH000MUS	MJ03NNF7	END OF LIFE	YR2022-23	07/28/23	\$ -
DESKTOP	1	Lenovo Desktop	10FH000MUS	MJ03NNF8	END OF LIFE	YR2022-23	07/05/23	\$ -
DESKTOP	1	Lenovo Desktop	10FH000MUS	MJ03NNFA	END OF LIFE	YR2022-23	07/28/23	\$ -
DESKTOP	1	Lenovo Desktop	10FH000MUS	MJ03NNFF	END OF LIFE	YR2022-23	07/28/23	\$ -
DESKTOP	1	Lenovo Desktop	10FH000MUS	MJ03NNFK	END OF LIFE	YR2022-23	07/28/23	\$ -
DESKTOP	1	Lenovo Desktop	10FH000MUS	MJ03NNFL	END OF LIFE	YR2022-23	07/05/23	\$ -
DESKTOP	1	Lenovo Desktop	10FH000MUS	MJ03NNFM	END OF LIFE	YR2022-23	07/28/23	\$ -
DESKTOP	1	Lenovo Desktop	10FH000MUS	MJ03NNFQ	END OF LIFE	YR2022-23	07/28/23	\$ -
DESKTOP	1	Lenovo Desktop	10FH000MUS	MJ03NNFS	END OF LIFE	YR2022-23	07/05/23	\$ -
DESKTOP	1	Lenovo Desktop	10FH000MUS	MJ03NNFT	END OF LIFE	YR2022-23	07/05/23	\$ -
DESKTOP	1	Lenovo Desktop	10FH000MUS	MJ03S0W4	END OF LIFE	YR2022-23	07/28/23	\$ -
DESKTOP	1	Lenovo Desktop	10FH000MUS	MJ03S0WN	END OF LIFE	YR2022-23	07/28/23	\$ -
DESKTOP	1	Lenovo Desktop	10FH000MUS	MJ04BLUL	END OF LIFE	YR2022-23	07/05/23	\$ -
DESKTOP	1	Lenovo Desktop	10FH000MUS	MJ04BLY2	END OF LIFE	YR2022-23	07/05/23	\$ -
DESKTOP	1	Lenovo Desktop	10FH000MUS	MJ04CFKP	END OF LIFE	YR2022-23	07/05/23	\$ -
DESKTOP	1	Lenovo Desktop	10FH000MUS	MJ04CFKS	END OF LIFE	YR2022-23	07/28/23	\$ -
DESKTOP	1	Lenovo Desktop	10FH000MUS	MJ04CFKT	END OF LIFE	YR2022-23	07/05/23	\$ -
DESKTOP	1	Lenovo Desktop	10FH000MUS	MJ04CFKX	END OF LIFE	YR2022-23	11/16/23	\$ -
DESKTOP	1	Lenovo Desktop	10FH000MUS	PC0FHTSE	END OF LIFE	YR2022-23	07/28/23	\$ -
DESKTOP	1	Lenovo Desktop	10FH000MUS	PC0FHYU3	END OF LIFE	YR2022-23	07/05/23	\$ -

LAPTOPS-  
TABLETS

CATEGORY	QTY	DESCRIPTION	MODEL#	SERIAL#	REASON	YEAR	DATE	VALUE
LAPTOP	1	DELL VOSTRO 1700	PP22X	DDW9BG1	END OF LIFE	YR2022-23	12/07/23	\$ -
LAPTOP	1	PANASONIC	CF-53JSLZ81M	2HTSA20070	END OF LIFE	YR2021-22	03/14/23	\$ -
LAPTOP	1	PANASONIC	CF-53SULZYL	3LTYA43912	END OF LIFE	YR2021-22	03/14/23	\$ -
LAPTOP	1	PANASONIC	CF-74CCBAXBM	6EKSA07346	END OF LIFE	YR2021-22	03/14/23	\$ -

SERVERS-NETWORK

CATEGORY	QTY	DESCRIPTION	MODEL#	SERIAL#	REASON	YEAR	DATE	VALUE
SERVER	1	IBM-2583AC1	2583C2U	KQ2PVK8	END OF LIFE	YR2022-23	09/06/23	\$ -
SERVER	1	UCSC-C240-M4SX	UCSC-C240-M4SX	SN-FCH1939V185	END OF LIFE	YR2022-23	09/06/23	\$ -
SERVER	1	UCSC-C240-M4SX	UCSC-C240-M4SX	SN-FCH1939V17P	END OF LIFE	YR2022-23	09/06/23	\$ -
SERVER	1	UCSC-C240-M4SX	UCSC-C240-M4SX	SN-FCH1939V13H	END OF LIFE	YR2022-23	09/06/23	\$ -



MONITORS-  
TVS

CATEGORY	QTY	DESCRIPTION	MODEL#	SERIAL#	REASON	YEAR	DATE	VALUE
MONITOR	1	24" Planar Monitor	PXL2471MW	PL850NSS00870	MECHANICAL FAILURE	YR2022-23	05/10/23	\$ -
MONITOR	1	ACER MONITOR	X203H	ETLFP0B0169170254B3910	END OF LIFE	YR2021-22	03/14/23	\$ -
MONITOR	1	DELL MONITOR	1908FPB	CN-ODY840-74261-832-2FES	END OF LIFE	YR2021-22	03/14/23	\$ -
MONITOR	1	DELL-GH17ASBB	GH17ASBB	GH17HCHW607160D	MECHANICAL FAILURE	YR2022-23	05/24/23	\$ -
MONITOR	1	PLANAR 22 INCH MONITOR	PXL2271MW	PL638LTS00180	MECHANICAL FAILURE	YR2022-23	06/09/23	\$ -
MONITOR	1	PLANAR 22 INCH MONITOR	PLL2210W	PL619LTS00100	MECHANICAL FAILURE	YR2022-23	06/19/23	\$ -
MONITOR	1	PLANAR 22 INCH MONITOR	PXL2271MW	PL708LTS00132	MECHANICAL FAILURE	YR2022-23	07/10/23	\$ -
MONITOR	1	PLANAR 22 INCH MONITOR	PXL2271MW	PL708LTS00405	MECHANICAL FAILURE	YR2022-23	08/17/23	\$ -
MONITOR	1	PLANAR 22 INCH MONITOR	PXL2271MW	PL708LTS00266	MECHANICAL FAILURE	YR2022-23	10/02/23	\$ -
MONITOR	1	PLANAR 22 INCH MONITOR	PXL2271MW	PL708LTS00238	MECHANICAL FAILURE	YR2022-23	01/08/24	\$ -
MONITOR	1	PLANAR-PL2210W	997-6897-00	PL542LTS05400	MECHANICAL FAILURE	YR2021-22	02/28/23	\$ -
MONITOR	1	PLANAR-PL2210w	997-6498-00	P2234CB001625	MECHANICAL FAILURE	YR2021-22	02/27/23	\$ -
MONITOR	1	SAMSUNG 22 INCH	225BW	DP22HVMPB00433W	MECHANICAL FAILURE	YR2022-23	06/09/23	\$ -
MONITOR	1	SAMSUNG 22 INCH	CB22WS	CB22HVMB501451Y	MECHANICAL FAILURE	YR2022-23	07/06/23	\$ -
MONITOR	1	SAMSUNG 22 INCH	B2230	YDURH9LB805967N	MECHANICAL FAILURE	YR2022-23	07/10/23	\$ -
MONITOR	1	SAMSUNG 22 INCH	2443BW	MY24HVLQ800001P	MECHANICAL FAILURE	YR2022-23	07/24/23	\$ -
MONITOR	1	SAMSUNG MONITOR	MJ17ASKB	MJ17HCJY220760W	END OF LIFE	YR2021-22	03/14/23	\$ -
MONITOR	1	SAMSUNG-2443SW	LS24MYKRBQ	MY24HVLQ800036K	MECHANICAL FAILURE	YR2021-22	02/27/23	\$ -
TV	1	50" TCL TV	50" TV	1612GTC000973A00686	MECHANICAL FAILURE	YR2022-23	01/03/24	\$ -
TV	1	LG 60" TV	60UJ6300-UA	709RMFP1Y915	MECHANICAL FAILURE	YR2022-23	05/24/23	\$ -
TV	1	LG55LY340C	55LY340C	407RMSUSUC238	MECHANICAL FAILURE	YR2022-23	04/13/23	\$ -
TV	1	Samsung 40" TV	UN40MU6300F	06LD3CEJ901828E	MECHANICAL FAILURE	YR2022-23	05/24/23	\$ -
TV	1	Samsung 40" TV	UN40MU6300F	06LD3CEJ808570P	MECHANICAL FAILURE	YR2022-23	05/24/23	\$ -
TV	1	Samsung 40" TV	UN40MU6300F	06LD3CFJ908964J	MECHANICAL FAILURE	YR2022-23	05/24/23	\$ -
TV	1	Samsung 40" TV	UN40MU6300F	06LD3CEJ901827K	MECHANICAL FAILURE	YR2022-23	05/24/23	\$ -
TV	1	Samsung32InchTV	LN32C450E1DXZA	Z1MG3CHZB01832T	MECHANICAL FAILURE	YR2022-23	01/19/24	\$ -

PRINTERS

CATEGORY	QTY	DESCRIPTION	MODEL#	SERIAL#	REASON	YEAR	DATE	VALUE
PLOTTER	1	HP Designjet T1120	CK841A	DK9115F020	MECHANICAL FAILURE	YR2022-23	08/30/23	\$ -
PRINTER	1	DeskJet 1010	CX015A	CN5511811M	END OF LIFE	YR2021-22	03/14/23	\$ -
PRINTER	1	DeskJet 3752	T8W51A	CN94H6P0Y9	END OF LIFE	YR2021-22	03/14/23	\$ -
PRINTER	1	Epson Styluus NX330	NX330	NA3Y016839	MECHANICAL FAILURE	YR2022-23	01/08/24	\$ -
PRINTER	1	HP DESKJET 1010	CX015-64001	CN5511811M	END OF LIFE	YR2021-22	03/14/23	\$ -
PRINTER	1	HP DESKJET 3752	J9V86-64005	CN94H6P0Y9	END OF LIFE	YR2021-22	03/14/23	\$ -
PRINTER	1	HP LaserJet 550-sheet	CF404A	NA	END OF LIFE	YR2022-23	10/18/23	\$ -
PRINTER	1	HP-DESKJET-460	C8150A	MY61M3Z1MZ	END OF LIFE	YR2022-23	08/16/23	\$ -
PRINTER	1	HP-LASERJET-5550	Q3716A	JPSC8CR04Z	MECHANICAL FAILURE	YR2022-23	01/19/24	\$ -
PRINTER	1	HP-LASERJET-CM2320NF	CC436A	CNF9D1GX5J	MECHANICAL FAILURE	YR2022-23	04/13/23	\$ -



PRINTER	1	HP-LASERJET-M276NW	CF145A	CNF8G56DS3	MECHANICAL FAILURE	YR2022-23	04/11/23	\$	-
PRINTER	1	L3-DVD-PRINTER	PRIMA BRAVO	N/A	END OF LIFE	YR2021-22	03/14/23	\$	-
PRINTER	1	OfficeJet 8710	M9L66A	CN62JBM23Y	MECHANICAL FAILURE	YR2022-23	12/01/23	\$	-

PERIPHERALS  
-MISC

CATEGORY	QTY	DESCRIPTION	MODEL#	SERIAL#	REASON	YEAR	DATE	VALUE
FAX MACHINE	1	Brother Fax Machine	INTELLIFAX 410e	U61639D2J360825	MECHANICAL FAILURE	YR2022-23	09/22/23	\$ -
IP PHONE	1	CISCO IP PHONE 7941	CP-7941G	FCH12318H8C	MECHANICAL FAILURE	YR2022-23	04/10/23	\$ -
KEYBOARD	1	LOGITECH K350 ERGONOMIC	K350-YR0053	SC9121600860	MECHANICAL FAILURE	YR2022-23	10/24/23	\$ -
KEYBOARD	1	LOGITECH K400R	K400R	SN-1344SCA0YDD8	MECHANICAL FAILURE	YR2022-23	09/22/23	\$ -
LAPTOP CHARGER	1	LIND-PA1580-1745	PA1580-1745	SN1229	MECHANICAL FAILURE	YR2021-22	02/28/23	\$ -
LAPTOP-DOCK	1	IBM THINKPAD 2877 DOCK	TYPE2877	SN-99C2521	END OF LIFE	YR2022-23	06/29/23	\$ -
MIFI	1	MIFI-7730L	7730L	IMEI-990006389182824	MECHANICAL FAILURE	YR2022-23	05/15/23	\$ -
MIFI	1	SPRINT PCS CONNECT CARD	PN-1200718	IMEI-069915610519	END OF LIFE	YR2022-23	06/29/23	\$ -
MIFI	1	VERIZON MIFI 7730L	MIFI7730L	IMEI-990006382274842	MECHANICAL FAILURE	YR2022-23	10/02/23	\$ -
MISC	1	L3 Equipment from PD	N/A	N/A	END OF LIFE	YR2022-23	05/22/23	\$ -
MISC	1	Misc-Cords-Cables-Wires	N/A	N/A	OLD-DAMAGED-PARTS	YR2022-23	01/19/24	\$ -
MISC	1	Misc-Keyboards-Mice	N/A	N/A	OLD-DAMAGED-PARTS	YR2022-23	01/19/24	\$ -
MISC	1	Misc-PC-Parts	N/A	N/A	OLD-DAMAGED-PARTS	YR2022-23	01/19/24	\$ -
MISC-EQUIPMENT	1	L3-EQUIPMENT-CORDS-CABLES	N/A	N/A	MECHANICAL FAILURE	YR2021-22	03/14/23	\$ -
MOBILE-MIFI	1	VERIZON MIFI 8800L	MIFI8800L	IMEI-990009313164207	MECHANICAL FAILURE	YR2022-23	08/30/23	\$ -
SCANNER	1	EPSON CHECK SCANNER	EC9603F	SN-3108189603129	MECHANICAL FAILURE	YR2022-23	11/03/23	\$ -
UPS	1	APC BACKUPS ES	BE650BB	QB0509237821	MECHANICAL FAILURE	YR2022-23	08/17/23	\$ -
UPS	1	APC-BACK-UPS XS1000	BX1000	JB0520014832	END OF LIFE	YR2022-23	06/19/23	\$ -
UPS	1	APC-BE550G	BE550G	4B1440P43874	MECHANICAL FAILURE	YR2022-23	04/21/23	\$ -
UPS	1	EATON 9130 UPS (YR2010)	PW9130L1000RXL2 U	GG095A0336	END OF LIFE	YR2021-22	03/14/23	\$ -
UPS	1	APC-BACK-UPS-RS1500	BE1500	JB0549002899	MECHANICAL FAILURE	YR2022-23	01/19/24	\$ -
UPS	1	APC650BB	BE650BB	AB0425122726	MECHANICAL FAILURE	YR2022-23	01/19/24	\$ -

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

ORDINANCE NO.       , M-C SERIES

ORDINANCE AUTHORIZING MAYOR MIKE DANAHAHAY TO ENTER INTO AN AGREEMENT WITH ENTERGY LOUISIANA, LLC, FOR A RIGHT OF WAY TO CONDUCT VARIOUS STUDIES AND SURVEYS FOR A PROPOSED TRANSMISSION LINE FOR LAKE CHARLES METHANOL LOCATED ON BAYOU D’INDE ROAD.

WHEREAS, the City of Sulphur desires to enter into an Agreement with Entergy Louisiana, LLC, for a right of way to conduct various studies and surveys for a proposed transmission line for Lake Charles Methanol located on Bayou D’Inde Road as shown on Exhibit A and B, attached hereto.

NOW, THEREFORE, BE IT ORDAINED that Mayor Mike Danahay is hereby authorized and empowered, in accordance with the Home Rule Charter, to execute said Agreement.

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

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



EXHIBIT A





EXHIBIT B





**Landowner Authorization Agreement  
Between Entergy Louisiana, LLC and  
City of Sulphur**

This Landowner Authorization Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, between Entergy Louisiana, LLC (“Entergy”) and City of Sulphur (“Owner”).

Entergy is presently in the process of studying the location for a proposed power line route affecting portions of your property in Calcasieu Parish, LA, in order to determine the area of least impact. Owner hereby consents and agrees to permit Entergy to enter upon Owner’s property for the purpose of conducting various studies and surveys which may include but not limited to: route survey and legal description; soil borings; environmental assessments; engineering design and soil analysis; and clearing, trimming and/or removal of trees, limbs and other vegetation (hereinafter referred to as “Work”).

1. Entergy shall, to the fullest extent allowed by applicable law, indemnify, protect and hold harmless Owner from and against any and all losses, damages (excluding consequential, incidental and punitive damages), claims, liabilities, costs and expenses (including, without limitation, demands, fines, remediation costs, penalties, attorneys’ fees, court costs, legal, accounting, consulting, engineering and other expenses) that may be imposed on, incurred by, or asserted against the Owner by any party or parties caused by, arising from, relating to or in connection with, in whole or in part, directly or indirectly, Entergy’s fault in performing the Work, or that of Entergy’s contractors or subcontractors, except to the extent arising from the negligence or intentional acts of Owner, its employees, agents, contractors, invitees or persons for whom Owner is responsible. Entergy may, at its sole discretion, defend all suits or claims concerning the foregoing, or reimburse Owner for its costs and expenses in doing the same.
2. Further, Entergy shall be solely responsible for and shall indemnify, protect and hold harmless, and defend Owner from and against any and all losses, damages (excluding consequential, incidental and punitive damages), claims, liabilities, costs and expenses (including, without limitation, demands, fines, penalties, attorneys’ fees, court costs, legal, accounting, consulting, engineering and other expenses), on account of the death of, or injury to the any employee or agent of Entergy, its contractors or subcontractors, or any third party, caused by, connected with, relating to or arising from, in any way, in whole or in part, directly or indirectly, the Work performed or to be performed, except to the extent arising from the negligence or intentional acts of Owner, its employees, agents, contractors, invitees or persons for whom Owner is responsible.

Entered into this \_\_\_\_ day of \_\_\_\_\_, 2024.

ENTERGY LOUISIANA, LLC

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Owner, Mayor Mike Danahay

AN ORDINANCE AMENDING CHAPTER 20, SECTION 35 OF THE CODE OF ORDINANCES OF THE CITY OF SULPHUR – BUSINESSES WHERE LICENSES ARE BASED ON FLAT FEES – SPECIAL EVENT LICENSE.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Chapter 20, Section 35 of the Code of Ordinances of the City of Sulphur to read as follows:

**Sec. 20-35. Businesses where licenses are based on flat fees.**

The following types of businesses shall obtain an annual license based on the flat fee designated hereafter. For purposes of this section, the minimum tax noted in section 20-20 for most new businesses for the first year of commencement or fractional part thereof does not apply.

- (1) *Private banking or investment banking business.*
  - a. For each business of carrying on a private banking house, business or agency, investment banking house, business or agency, a license based on flat fee of five hundred dollars (\$500.00) shall be required.
  - b. The term "investment banking" means a business that is carried on through the purchase of underwriting of security issues and their subsequent sale to investors.
- (2) *Pawnbrokers and persons lending money on wages or salaries.* For each and every pawnbroker, or person keeping a loan office and engaged in lending money on articles pawned or pledged and for each and every money broker, money lender, or person lending money on, or purchasing time, wages, or salaries of laborers, clerks, or other wage earners or other persons, whether the same be earned or unearned, and whether the business is conducted in an office or otherwise, a license based on a flat fee of one thousand dollars (\$1,000.00) shall be required. Persons licensed under this category may conduct retail sales, provided that the gross receipts from such sales do not exceed one hundred thousand dollars (\$100,000.00). If the gross receipts from retail sales exceed one hundred thousand dollars (\$100,000.00), a retail license is required. Such retail license shall be based on the sum of the gross receipts of the retail sales and on one-third of the total amount of the money loaned. The license fee shall be based on the rates listed in the table in section 20-30.
- (3) *Peddlers and itinerant vendors.*
  - a. All peddlers, hawkers, itinerant vendors, and every person who displays samples, models, goods, wares, or merchandise on a temporary basis in any hotel, motel, store, storehouse, house, vehicle, or any other place, for the purpose of securing orders for the retail sale of such goods, wares, or the like kind or quality, either for immediate or future delivery shall obtain a license based on a fee of ~~two hundred dollars (\$200.00)~~ **fifty dollars (\$50.00)** provided that an itinerant vendor of agricultural products purchased directly from farmers or an itinerant vendor of seafood products who has either harvested the seafood himself or has purchased



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the seafood directly from commercial fishermen or shrimpers shall obtain a license based on a flat fee of one hundred dollars (\$100.00).

- b. This section does not apply to the following classes: Those persons making house-to-house or personal calls displaying samples and taking orders for shipment directly from the manufacturer; those persons making a business call or visit upon the verbal or written invitation of the inhabitant of the premises; those persons, or their representatives, engaged in the business of selling at wholesale, from a fixed place of business in this state, to licensed retail dealers; and vendors, or their agents or vendors, or their agents or representatives, in the sale or delivery of petroleum products when drawn, conveyed, and distributed from a stock maintained at a warehouse, distributing station, or established place of business.
- c. City police and other authorized officers shall require all peddlers to exhibit their occupational license. The license shall indicate thereon the motor vehicle license number. They shall seize the merchandise and any vehicle or other conveyance used by the peddler to peddle the same, if the peddler fails or refuses to exhibit his license. All property seized shall be turned over to a court of competent jurisdiction, to be sold according to law, to satisfy the license due and enforce the privilege therefor. The rights of the holder of a chattel mortgage note or any vehicle seized shall not be affected or prejudiced as a result of the seizure.
- d. Whoever shall sell goods, wares, and merchandise as a peddler without first obtaining the license herein required shall be guilty of a misdemeanor and upon conviction shall be fined not less than five hundred dollars (\$500.00) or shall be imprisoned not more than sixty (60) days, or both.

(4) *Mechanical or electronic amusement machines or devices.*

- a. Every person engaged in the business of operating any coin-operated mechanical or electronic device shall pay a license of fifty dollars (\$50.00) for each such device.
- b. The provisions of this subsection shall not apply in cases where the person engaged in the business of operating such mechanical devices is operating same under a written contract with and is solely sponsored by a nonprofit corporation for the purpose of conducting a fair, festival, or trade show which has as one (1) of its objectives the promotion of agricultural and agri-industrial products. For the purposes of this subsection, the term nonprofit corporation shall be construed to mean only a nonprofit corporation which:
  - 1. Was organized under the provisions of Chapter 2 of Title 12 of the Louisiana Revised Statutes of 1950 prior to January 1, 1969; and,
  - 2. Holds membership in good standing in an association organized for the purposes of promoting fairs, festivals, and trade shows in the state.
- c. For the purpose of this subsection, a "coin-operated mechanical amusement device" is any machine or device operated by depositing a coin, token, slug, or similar object for the placing of the device in readiness of play. This definition includes, but is not limited to, the following devices: video games, merry-go-

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rounds, mechanical hobby horses, juke boxes, pool tables, domino tables, bowling alleys, blood pressure monitors, and pulse rate monitors.

- d. All such mechanical amusement devices subject to tax under this subsection and which do not return to the operator or player thereof anything but free additional games or plays or, through the exercise of the skill of the operator or player, a merchandise prize, shall not be deemed to be classed as gambling devices, and neither this section nor any other Act shall be construed to prohibit same. Payment of the tax imposed by this subsection shall not be held to legalize the operation of any machine or device defined herein which is prohibited by law. This subsection shall not be held to repeal any provisions of any law prohibiting the operation, possession, or use of any such machine or device.
- (5) *Evidence of payment.* The payment of the taxes levied by this section shall be evidenced by a certificate of tax payment, or a stamp, or similar evidence of tax payment which shall be issued by the collector. The certificate of payment shall be securely affixed or attached to each machine or other device with respect to which a tax has been paid, or if such certificate cannot be affixed, shall be prominently posted in the place in which the machine or device is located and near to such machine or device. If a machine or device is replaced by another, such other machine or device shall not be considered an additional device service. Certificates of tax payment or stamps are not transferable from one (1) taxing jurisdiction to another.
- (6) *Forfeitures.*
- a. Any machine or other device, on which taxes are imposed by subsection (4), which shall be found in possession or custody or within the control of any person for the purpose of being operated or permitted to be operated without having a certificate of tax payment, or a stamp or similar evidence of tax payment, issued by the collector, affixed or attached thereto, or prominently posted in the place in which the machine or device is located and near to such machine or device, may be seized by the collector of revenue, or his agent, in order to secure the same for trial, and the same shall be forfeited to the collector. The collector or his agent making the seizure shall appraise the value of the machine or other device according to his best judgment and shall deliver to the person, association of persons, firm or corporation, if any, found in possession of the machine or other device, a receipt showing the fact of seizure stating from whom seized, the place of seizure, and description of the machine or the device, and appraised value and a duplicate of said receipt shall be filed in the office of the collector and shall be open to public inspection.
  - b. 1. The proceeding to enforce such forfeiture shall be by rule and be in the nature of a proceeding in a court of competent jurisdiction where such seizure is made. The proceeding shall be filed by the collector, or his assistant or attorney on behalf of the city, and the same shall be summary, and it may be tried out of term time and in chambers, and shall always be tried by preference. Whenever the petition for rule shall be sworn to by the collector of revenue, or his assistant or his attorney, that the facts contained in such petition are true, and accompanied with a duplicate



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copy of notice of the seizure, the same shall constitute a prima facie case, but may be rebutted by the defendant.

2. The proceeding shall be directed against the person operating or permitting the operation of the article seized, demanding the forfeiture and sale of the property, as a penalty for the violation of this section. Service of the proceeding shall be made upon the persons operating or permitting the operation of the articles seized, demanding the forfeiture and sale of the property, as a penalty for the violation of this section. Service of the proceeding shall be made upon the person operating or permitting the operation of the seized articles if he is a resident of this state, or his residence is known to the plaintiff in rule. In all cases where it is made to appear by affidavit that the residence of the person operating or permitting the operation of the seized articles is out of the state or unknown to the collector or his assistants or his attorney, an attorney-at-law shall be appointed by the courts, which has jurisdiction of the proceedings, to represent the person operating and permitting the operations, against whom the rule shall be tried contradictorily within ten (10) days from the date of the filing of same. The affidavit may be made by the collector, or one (1) of his assistants, or by the attorney representing the collector, if it be not convenient to obtain the affidavit of the collector. The attorney so appointed to represent the person operating or permitting the operation of the seized articles may waive service and citation of the petition or rule, but he shall not waive time nor any legal defense.
  3. Upon the trial of the proceedings, if it is established by satisfactory proof that with respect to the articles under seizure that this section has been violated in any respect, then the court shall render judgment accordingly, maintaining the seizure, declaring the forfeiture of the seized property other than cash, and after ten (10) days notice of advertisement at least twice in the official journal of the city permitting the sale of the articles at public auction; it being the intent and purpose of this proceeding to afford the person operating in permitting the operation of the seized article a fair opportunity of hearing in a court of competent jurisdiction. It is further the intent and purpose of this proceeding that the forfeiture and sale of the seized property shall be and operate as a penalty for the violation of this section as aforesaid, and payment of the tax due on the seized articles at the moment of seizure or thereafter shall not operate to prevent, abate, or discontinue, or defeat the forfeiture and sale of the property. The court may fix the fee of the attorney appointed by the court to represent the owner of the seized articles at a nominal sum to be taxed as costs and to be paid out of the proceeds of the sale of the property.
- c. In cases where, in the opinion of the trial judge, the value of the seized machine or other device is so small as not to justify the expense of advertising and selling at public auction the seized commodities as hereinabove provided, the court may in any such case, in rendering judgment maintaining the seizure and declaring the forfeiture of the seized property, direct that the seized property be sold by the

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collector at private sale, without advertisement, but shall direct that the seized property be not thus sold for a price less than a minimum figure to be fixed by the court in its judgment.

- d. Forfeiture of the machine or other device and its contents to the collector, as herein provided, shall not prevent any auction by the collector to recover from the persons liable any taxes incurred.
- (7) *Professional sports.* For each person owning or carrying on a business known as "professional sports" a license based on a flat fee of one thousand dollars shall be required. By way of extension and not of limitation, the business of "professional sports" shall include football, basketball, and baseball games, where the individual participants are paid for their services. Sporting events that are provided for by special laws are exempt under this section.
  - (8) *Circuses, concerts, carnivals and special events.* For each person operating a circus, carnival, or other traveling show, and for each person or organization sponsoring a concert or other special event, including, but not limited to, gun shows, arts and crafts fairs, and antique shows, a license based on a flat fee of two hundred fifty dollars (\$250.00) shall be required. This license shall be issued by the city. ~~and~~ **The license for a circus, concert or carnival shall be good for a period of ten (10) days. The license for a special event shall be good for a period of one year.** Should the person or organization move the circus, concert, or other event to another jurisdiction in the state, a new license shall be required by that jurisdiction. **The sponsor or organizer shall be responsible for all additional regulatory agency certificates and documentation.**
  - (9) *Hotels, motels, rooming houses, boarding houses.* Any person operating a hotel, motel, rooming house, or boarding house shall pay an annual license tax of two dollars (\$2.00) for each sleeping room contained by the hotel, motel, rooming house, or boarding house.
  - (10) *All other businesses.* For all businesses not otherwise covered by or specifically exempted under this section, including, but not limited to, printers, lithographers, attorneys-at-law, accountants, oculists, physicians, osteopaths, dentists, chiropractors, bacteriologists, veterinarians, chemists, architects, and civil, mechanical, chemical or electrical engineers engaged in the practice of their profession as an individual, or as a firm, partnership, or corporation, the license shall be one-tenth (  $\frac{1}{10}$  ) of one (1) percent of the annual gross receipts for professional fees for services rendered by the taxpayer, with a minimum tax of fifty dollars (\$50.00) and a maximum tax of two thousand dollars (\$2,000.00). The tax levied herein shall be levied only on the business and not separately on any individual who is employed by or is a member of the taxpayer which conducts its business as a firm, partnership, or corporation.
  - (11) *Video draw poker devices.*
    - a. Every person engaged in the business of operating video draw poker devices as defined and licensed by the state, shall pay to the city a license of fifty dollars (\$50.00) for each such device operating within the city limits.



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- b. The license shall be due on or before January 1st of each year for that calendar year. If a device is installed during the year, the license fee of fifty dollars (\$50.00) shall be paid in full for any remaining part of a calendar year.
  - c. All devices shall be subject to the fifty dollars (\$50.00) license fee upon approval and implementation of this section for the current year remaining.

**BE IT FURTHER ORDAINED that this Ordinance shall become effective June 1, 2024.**

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 been  
approved/vetoed by the Mayor.

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

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

Resolution approving liquor license for Napoleon Food Mart, 2140 East Napoleon Street.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby approve liquor license for Napoleon Food Mart, 2140 East Napoleon Street.

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





## LIQUOR LICENSE APPLICATION APPROVAL SHEET

The following applicant is applying to the City of Sulphur for a permit to sell beverages of alcohol content at a retail.

Business Name: Napoleon Food Mart

Owner: Mutti Ventures LLC / Nirmal Singh / Balwinder Kaur / Vishaldeep Singh

Business Location: 2140 E Napoleon St Sulphur, La 70663

Date of Application: January 9, 2024

Class: ☐ A ☐ B

Content: ☐ High ☐ Low

Applicant has provided all required documentation to the City of Sulphur Licensing Department.

City of Sulphur Issuance Agent: [Signature]

Director of Finance: [Signature]

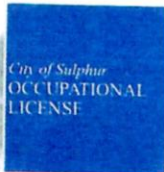
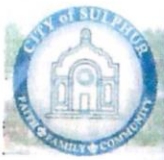
☒ Recommend ☐ Deny

City Council Approval: ☐ ACCEPTED ☐ DENIED

Council Representative Signature \_\_\_\_\_

Date: \_\_\_\_\_

Special Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_



Denise Fontenot, Director of Municipal Services

City of Sulphur  
Occupational License  
P O Box 1309  
Sulphur, LA 70664  
Phone: 337-527-4517  
license@sulphur.org



Mike Danahay, Mayor

City of Sulphur  
Liquor License Application

RECEIVED  
JAN 09 2024

BY: AM

Name of Business: Napoleon Food Mart  
Location of Business: 2140 E. Napoleon Street, Sulphur, LA  
Legal Name of Owner: Matti Ventures, LLC  
Home/Corp Address: 4119 Louisiana Ave., Lake Charles, LA 70607  
Mailing Address: 4119 Louisiana Ave., Lake Charles, LA 70607

Application is for: ☐ CLASS "A" ☒ CLASS "B"

Content: ☐ HIGH ☐ LOW ☒ HIGH & LOW

Sole Proprietor: ☐ Partnership ☒ Corp/LLC

Has a homeowner petition been signed by residents? ☐ YES ☒ NO

Have you applied for a state license? ☒ YES ☐ NO

Are you the owner of the premises to be licensed? ☐ YES ☒ NO

If NO, do you hold a bona Fide Lease? ☒ YES ☐ NO

Owner's name and address of the premises \_\_\_\_\_

Is the business to be conducted wholly by you or by more than one representative? NO  
Federal Tax #: 934584952 La. State Tax #: \_\_\_\_\_

SULPHUR ORDINANCE

Sec. 3-28. - Location—Affecting issuance.

(b) No permit required by this division shall be granted for any premises situated within three hundred (300) feet or less, of a public playground or of a building used exclusively as a church or synagogue, public library, or school, or full-time day care center except a school for business education conducted as a business college or school. This distance shall be measured as a person walk, using the sidewalk, from the nearest point of the property line of the church or synagogue, library, playground, or school to the nearest point of the premises to be licensed.

(Code 1970, § 3-18; Ord. No. 546, 10-14-03) | State Law reference— Similar provisions, R.S. 26:80, 280.

Is there a church, synagogue, library, playground, or school located within 300 ft. of premise to be licensed? ☐ YES ☒ NO

If YES, has measurements been taken? ☐ YES ☐ NO ☐ N/A

If YES, what are the measurements in feet? \_\_\_\_\_ Ft. ☐ N/A

Are there any residents located within 300 feet of premise to be licensed? ☐ YES ☒ NO ☐ N/A

If YES, has measurements been taken? ☐ YES ☐ NO ☐ N/A

If YES, what are the measurements in feet? \_\_\_\_\_ Ft. ☐ N/A

NOTE: The City of Sulphur will validate all measurements

FAITH



FAMILY

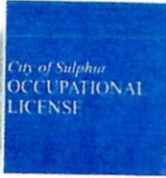


COMMUNITY

Revised 8/11/2023

Page 2 of 5





Denise Fontenot, Director of Municipal Services

City of Sulphur  
Occupational License  
P O Box 1309  
Sulphur, LA 70664  
Phone: 337-527-4517  
license@sulphur.org



Mike Danahay, Mayor

City of Sulphur  
Liquor License Application

AFFIDAVIT

STATE OF LOUISIANA

PARISH OF CALCASIEU

I, Vishal deep Singh, being the owner/partner/shareholder of the above-named premises, hereby certifies that the above information is true and correct according to the best of my knowledge, information, and belief.

I further certify that I have been a resident of the State of Louisiana for in excess of two (2) years unless a corporation or limited liability corporation; that I or my spouse have never been convicted of a felony under the laws of the State of Louisiana or any other state or country; that I have never had any license to sell or deal in alcoholic beverages revoked by any state or the United States within five (5) years prior to the date of this application. I further understand that any misstatement or concealment of the facts of the above application shall be grounds for revocation of the permit to be issued herein.

X Vishal deep Singh  
Applicant Signature

Sworn to and subscribed before me, this 11<sup>th</sup> day of December, 2023.

Julien Parham  
#7877 Notary Public

FAITH



FAMILY



COMMUNITY

Revised 8/11/2023

Page 3 of 5



Denise Fontenot, Director of Municipal Services

City of Sulphur  
Occupational License  
P O Box 1309  
Sulphur, LA 70664  
Phone: 337-527-4517  
license@sulphur.org



Mike Danahay, Mayor

City of Sulphur  
Liquor License Application

AFFIDAVIT

STATE OF LOUISIANA

PARISH OF CALCASIEU

I, Balwinder Kaur, being the owner/partner/shareholder of the above-named premises, hereby certifies that the above information is true and correct according to the best of my knowledge, information, and belief.

I further certify that I have been a resident of the State of Louisiana for in excess of two (2) years unless a corporation or limited liability corporation; that I or my spouse have never been convicted of a felony under the laws of the State of Louisiana or any other state or country; that I have never had any license to sell or deal in alcoholic beverages revoked by any state or the United States within five (5) years prior to the date of this application. I further understand that any misstatement or concealment of the facts of the above application shall be grounds for revocation of the permit to be issued herein.

Balwinder Kaur

Applicant Signature

Sworn to and subscribed before me, this 11<sup>th</sup> day of January, 2024

Julie Infarham  
Notary Public  
#7877

FAITH



FAMILY



COMMUNITY

Revised 8/11/2023

Page 3 of 5





Denise Fontenot, Director of Municipal Services

City of Sulphur  
Occupational License  
P O Box 1309  
Sulphur, LA 70664  
Phone: 337-527-4517  
license@sulphur.org



Mike Danahay, Mayor

City of Sulphur  
Liquor License Application

AFFIDAVIT

STATE OF LOUISIANA

PARISH OF CALCASIEU

I, Nirmal Singh, being the owner/partner/shareholder of the above-named premises, hereby certifies that the above information is true and correct according to the best of my knowledge, information, and belief.

I further certify that I have been a resident of the State of Louisiana for in excess of two (2) years unless a corporation or limited liability corporation; that I or my spouse have never been convicted of a felony under the laws of the State of Louisiana or any other state or country; that I have never had any license to sell or deal in alcoholic beverages revoked by any state or the United States within five (5) years prior to the date of this application. I further understand that any misstatement or concealment of the facts of the above application shall be grounds for revocation of the permit to be issued herein.

Nirmal Singh

Applicant Signature

Sworn to and subscribed before me, this 11<sup>th</sup> day of January, 2024

Julie M. Farham  
Notary Public  
#7877

FAITH



FAMILY



COMMUNITY

Revised 8/11/2023

Page 3 of 5



**LOUISIANA**  
DEPARTMENT of REVENUE

Post Office Box 201  
Baton Rouge, LA 70821-0201

MUTTI VENTURES LLC  
4119 LOUISIANA AVE  
LAKE CHARLES LA 70607-4636

Date of Notice: December 15, 2023  
Letter ID: L0630168976  
Account ID: 2694514-001-400  
Tax Type: Sales

**State Sales Tax Clearance Certificate  
For Office of Alcohol and Tobacco Control**

Louisiana Revised Statutes 26:78, 26:80, and 26:280 provide that the Louisiana Department of Revenue and the local sales tax collection agency or agencies issue a clearance for sales tax purposes before a state Alcoholic Beverage and/or Beer Permit(s) is issued.

This document certifies that you are current in filing and paying your state and/or local sales taxes. This Sales Tax Clearance Certificate must be attached to your Alcoholic Beverage and/or Beer Permit application and submitted to the Office of Alcohol and Tobacco Control of the Louisiana Department of Revenue, and the local Office of Alcoholic Beverage Control.

**Clearance will expire one year from date issued**

Date: December 15, 2023

Federal Identification Number: 934584952

State ATC Permit Number: NA

Local sales tax agency account number:

Local ABC permit number:

Location Address: 2140 E NAPOLEON ST  
SULPHUR LA 70663-3619

I hereby certify that the above listed taxpayer is current in filing and paying all required sales tax returns and taxes.

State

Signature

Director

Title

December 12, 2023

Date

Local

Signature

Title

Date





# Sales and Use Tax Department

PO Drawer 2050; 2439 6<sup>th</sup> Street Lake Charles, LA 70602-2050

## Calcasieu Parish School Board

B U I L D I N G F O U N D A T I O N S F O R T H E F U T U R E

[www.calcasieusalestax.org](http://www.calcasieusalestax.org)

(337) 217-4280 Fax (337) 217-4281

### PARISH OF CALCASIEU SALES TAX CLEARANCE CERTIFICATE FOR OFFICE OF ALCOHOL AND TOBACCO CONTROL

Louisiana Statutes require that both state and local revenue or tax offices provide a tax clearance before the issuance or renewal of a state or local Alcoholic Beverage Permit.

In accordance with Act 1016 of the 1995 Regular Session of the Louisiana Legislature, this document certifies that the taxpayer listed herein is current in filing Calcasieu Parish Sales Taxes and there are no delinquent taxes, penalties, or interest due. This Calcasieu Parish Sales Tax Clearance Certificate must be attached to your Alcoholic Beverage Control permit application in all instances, whether initial or renewal, and submitted to the Office of Alcohol and Tobacco Control.

#### NOTICE: A STATE TAX CLEARANCE IS REQUIRED IN ADDITION TO THE LOCAL CLEARANCE.

Calcasieu Parish Taxpayer Number: 00060335

Federal Employer Identification Number: 93-4584952

LA Department of Revenue & Taxation No: Applied For

Taxpayer Name: MUTTI VENTURES LLC

Trade Name (if different): NAPOLEON FOOD MART

Location Address: 2140 E NAPOLEON ST  
SULPHUR, LA 70663

Mailing Address: 2140 E NAPOLEON ST  
SULPHUR, LA 70663

\*\*\*\*\*

I hereby certify that there are no delinquent sales taxes, penalties, or interest due the Calcasieu Parish Sales and Use Tax Department from the above listed taxpayer, excluding items under formal appeal pursuant to applicable statutes.

Donna Ingram // Clerk // 12/13/2023  
Authorized Signature Title Date  
Calcasieu Parish Sales & Use Tax Department

F032/(5/2017)

#### REPRESENTING

Calcasieu Parish School Board, STX Districts 2 & 3, Calcasieu Parish Police Jury, STX Districts 1 & 4A  
Calcasieu Parish Law Enforcement District, City of DeQuincy, Town of Iowa, City of Lake Charles  
City of Sulphur, Town of Vinton, City of Westlake, SWLA Convention & Visitors Bureau

**Anna Manuel**

---

**From:** Caitlen Johnson  
**Sent:** Tuesday, January 9, 2024 12:33 PM  
**To:** Anna Manuel  
**Subject:** RE: background check for Vishaldeep Singh / Nirmal Singh / Balwinder Kaur

These subjects are clear with Sulphur Police Department only.

NOTE: The response to this request for a Criminal Record Check is based on a review of the Sulphur Police Department's Database. This does not include the existence of a record in another local agency such as Sulphur City Court; Sulphur City Marshal's Office; Calcasieu Parish Sheriff's Office; the Louisiana State Police and the FBI Identification Division.

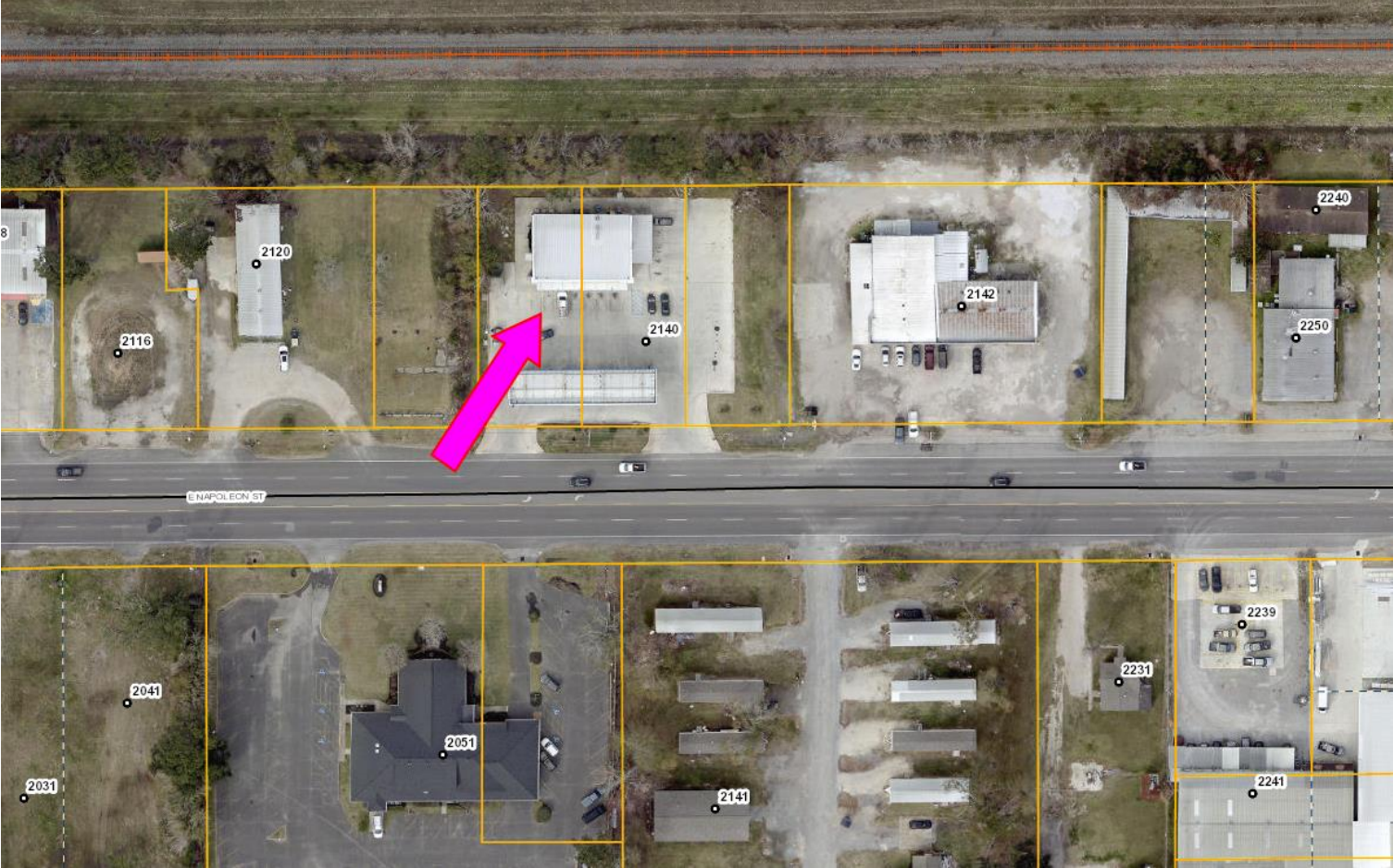
-----Original Message-----

From: Anna Manuel <amanuel@sulphur.org>  
Sent: Tuesday, January 9, 2024 11:54 AM  
To: Caitlen Johnson <cjohnson@sulphur.org>  
Cc: Anna Manuel <amanuel@sulphur.org>  
Subject: background check for Vishaldeep Singh / Nirmal Singh / Balwinder Kaur

Thank you and have a blessed day!

Anna Manuel  
License Department  
City of Sulphur  
110 N Huntington St. Sulphur, La 70663  
amanuel@sulphur.org  
Office: 337-527-4517  
Fax: 337-527-2053





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

Resolution approving liquor license for Chimmey's Inc., located at 3921 Maplewood Drive Suite 2.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby approve liquor license for Chimmey's Inc., located at 3921 Maplewood Drive Suite 2.

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





## LIQUOR LICENSE APPLICATION APPROVAL SHEET

The following applicant is applying to the City of Sulphur for a permit to sell beverages of alcohol content at a retail.

Business Name: Chimmey's Inc

Owner: Carrie M Schuppe / Craig D Schuppe

Business Location: 3921 Maplewood Dr Suite 2 Sulphur, La 70663

Date of Application: January 26, 2024

Class: ☐ A ☒ B

Content: ☒ High ☐ Low

Applicant has provided all required documentation to the City of Sulphur Licensing Department.

City of Sulphur Issuance Agent \_\_\_\_\_

Director of Finance \_\_\_\_\_

☒ Recommend ☐ Deny

City Council Approval: ☐ ACCEPTED ☐ DENIED

Council Representative Signature \_\_\_\_\_

Date: \_\_\_\_\_

Special Comments: \_\_\_\_\_

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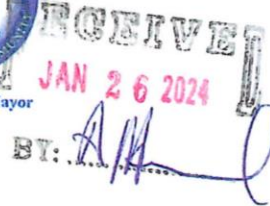


Denise Fontenot, Director of Municipal Services

City of Sulphur  
Occupational License  
P O Box 1309  
Sulphur, LA 70664  
Phone: 337-527-4517  
license@sulphur.org



Mike Danahay, Mayor



City of Sulphur  
Liquor License Application

Name of Business: Chimmy's, Inc., SUITE 2  
Location of Business: 3921 Maplewood Dr, Sulphur, LA 70663  
Legal Name of Owner: Carrie M. Schuppe / Craig D. Schuppe  
Home/Corp Address: 1854 Beehive Loop, Singer, LA 70660  
Mailing Address: 1854 Beehive Loop, Singer, LA 70660

Application is for: ☐ CLASS "A" ☒ CLASS "B"

Content: ☐ HIGH ☐ LOW ☒ HIGH & LOW

Sole Proprietor: ☐ Partnership ☒ Corp/LLC

Has a homeowner petition been signed by residents? ☒ YES ☐ NO

Have you applied for a state license? ☒ YES ☐ NO

Are you the owner of the premises to be licensed? ☐ YES ☒ NO

If NO, do you hold a bona Fide Lease? ☒ YES ☐ NO

Owner's name and address of the premises Calvin Broussard, 300 N. Cities Service Hwy  
Ste 1, Sulphur, LA 70663

Is the business to be conducted wholly by you or by more than one representative? 2  
Federal Tax #: 99-0649317 La. State Tax #: 2702364-001-400

SULPHUR ORDINANCE

Sec. 3-28. - Location—Affecting Issuance.

(b) No permit required by this division shall be granted for any premises situated within three hundred (300) feet or less, of a public playground or of a building used exclusively as a church or synagogue, public library, or school, or full-time day care center except a school for business education conducted as a business college or school. This distance shall be measured as a person walk, using the sidewalk, from the nearest point of the property line of the church or synagogue, library, playground, or school to the nearest point of the premises to be licensed.

(Code 1970, § 3-18; Ord. No. 546, 10-14-03) | State Law reference— Similar provisions, R.S. 26:80, 280.

Is there a church, synagogue, library, playground, or school located within 300 ft. of premise to be licensed? ☐ YES ☒ NO

If YES, has measurements been taken? ☒ YES ☐ NO ☐ N/A

If YES, what are the measurements in feet?        Ft. ☒ N/A

Are there any residents located within 300 feet of premise to be licensed? ☒ YES ☐ NO ☐ N/A

If YES, has measurements been taken? ☒ YES ☐ NO ☐ N/A

If YES, what are the measurements in feet?        Ft. ☒ N/A

NOTE: The City of Sulphur will validate all measurements

FAITH



FAMILY



COMMUNITY

Revised 8/11/2023

Page 2 of 5





Denise Fontenot, Director of Municipal Services

City of Sulphur  
Occupational License  
P O Box 1309  
Sulphur, LA 70664  
Phone: 337-527-4517  
license@sulphur.org



Mike Danahay, Mayor

City of Sulphur  
Liquor License Application

AFFIDAVIT

STATE OF LOUISIANA

PARISH OF CALCASIEU

I, Craig D. Schuppe, being the owner/partner/shareholder of the above-named premises, hereby certifies that the above information is true and correct according to the best of my knowledge, information, and belief.

I further certify that I have been a resident of the State of Louisiana for in excess of two (2) years unless a corporation or limited liability corporation; that I or my spouse have never been convicted of a felony under the laws of the State of Louisiana or any other state or country; that I have never had any license to sell or deal in alcoholic beverages revoked by any state or the United States within five (5) years prior to the date of this application. I further understand that any misstatement or concealment of the facts of the above application shall be grounds for revocation of the permit to be issued herein.

CDS

Applicant Signature

Sworn to and subscribed before me, this 26 day of January, 2024

Stacy Perry

Notary Public

STACY A PERRY  
NOTARY PUBLIC ID 64661  
STATE OF LOUISIANA  
PARISH OF CALCASIEU  
MY COMMISSION IS FOR LIFE.

FAITH



FAMILY



COMMUNITY

Revised 8/11/2023

Page 3 of 5



Denise Fontenot, Director of Municipal Services

City of Sulphur  
Occupational License  
P O Box 1309  
Sulphur, LA 70664  
Phone: 337-527-4517  
license@sulphur.org



Mike Danahay, Mayor

City of Sulphur  
Liquor License Application

AFFIDAVIT

STATE OF LOUISIANA

PARISH OF CALCASIEU

I, Carrie M. Schuppe, being the owner/partner/shareholder of the above-named premises, hereby certifies that the above information is true and correct according to the best of my knowledge, information, and belief.

I further certify that I have been a resident of the State of Louisiana for in excess of two (2) years unless a corporation or limited liability corporation; that I or my spouse have never been convicted of a felony under the laws of the State of Louisiana or any other state or country; that I have never had any license to sell or deal in alcoholic beverages revoked by any state or the United States within five (5) years prior to the date of this application. I further understand that any misstatement or concealment of the facts of the above application shall be grounds for revocation of the permit to be issued herein.

Carrie M. Schuppe  
Applicant Signature

Sworn to and subscribed before me, this 26 day of January, 2024

Stacy A Perry  
Notary Public

STACY A PERRY  
NOTARY PUBLIC ID 64661  
STATE OF LOUISIANA  
PARISH OF CALCASIEU  
MY COMMISSION IS FOR LIFE.

FAITH



FAMILY



COMMUNITY

Revised 8/11/2023

Page 3 of 5





LOUISIANA  
DEPARTMENT of REVENUE

Post Office Box 4969  
Baton Rouge, LA 70821-4969

CHIMMY'S, INC.  
CHIMMY'S  
1854 BEEHIVE LOOP  
SINGER LA 70660-4110

Date of Notice: January 23, 2024  
Letter ID: L1331061648  
Account ID: 2702364-001-400  
Tax Type: Sales

**State Sales Tax Clearance Certificate  
For Office of Alcohol and Tobacco Control**

Louisiana Revised Statutes 26:78, 26:80, 26:278 and 26:280 provide that the Louisiana Department of Revenue and the local sales tax collection agency or agencies issue a clearance for sales tax purposes before a state Alcoholic Beverage and/or Beer Permit(s) is issued.

This document certifies that you are current in filing and paying your state and/or local sales taxes. This Sales Tax Clearance Certificate must be attached to your Alcoholic Beverage and/or Beer Permit application and submitted to the Office of Alcohol and Tobacco Control of the Louisiana Department of Revenue, and the local Office of Alcoholic Beverage Control.

**Clearance will expire one year from date issued**

Date: January 23, 2024

Department of Revenue Account Number: 2702364-001

Federal Identification Number: 990649317

State ATC Permit Number: Applied for

Local Sales Tax Agency Account Number:

Local ABC Permit Number:

Location Address of Applicant: 3921 MAPLEWOOD DR  
SULPHUR LA 70663-6360

I hereby certify that the above listed taxpayer is current in filing and paying all required sales tax returns and taxes.

State

Signature

Director

Title

January 23, 2024

Date

Local

Signature

Title

Date



# Sales and Use Tax Department

PO Drawer 2050; 2439 6th St. Lake Charles, LA 70602-2050

(337)-217-4280

## Calcasieu Parish School Board

BUILDING FOUNDATIONS FOR THE FUTURE

www.calcasieusalestax.org

Shannon LaFargue, PhD, Superintendent

### PARISH OF CALCASIEU SALES TAX CLEARANCE CERTIFICATE FOR OFFICE OF ALCOHOL AND TOBACCO CONTROL

Louisiana Statutes require that both state and local revenue or tax offices provide a tax clearance before the issuance or renewal of a state or local Alcoholic Beverage Permit.

In accordance with Act 1016 of the 1995 Regular Session of the Louisiana Legislature, this document certifies that the taxpayer listed herein is current in filing Calcasieu Parish Sales Taxes and there are no delinquent taxes, penalties, or interest due. This Calcasieu Parish Sales Tax Clearance Certificate must be attached to your Alcoholic Beverage Control permit application in all instances, whether initial or renewal, and submitted to the Office of Alcohol and Tobacco Control.

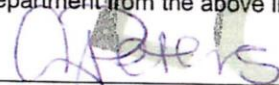
#### NOTICE: A STATE TAX CLEARANCE IS REQUIRED IN ADDITION TO THE LOCAL CLEARANCE.

\*\*\*\*\*

Calcasieu Parish Taxpayer Number:	APPLIED FOR
Social Security Number or FEIN:	99-0649317
LA Department of Revenue & Taxation No:	APPLIED FOR
Taxpayer Name:	CHIMMY'S INC
Trade Name (if different):	CHIMMY'S
Location Address:	3921 MAPLEWOOD DR SULPHUR LA 70663
Mailing Address:	1854 BEEHIVE LOOP SINGER LA 70660

\*\*\*\*\*

I hereby certify that there are no delinquent sales taxes, penalties, or interest due the Calcasieu Parish Sales and Use Tax Department from the above listed taxpayer, excluding items under formal appeal pursuant to applicable statutes.

  
Authorized Signature

Calcasieu Parish Sales & Use Tax Department

// CLERK //

Title

Date

1/19/24

F032/(5/2017)

#### REPRESENTING

Calcasieu Parish School Board, STX Districts 2 & 3, Calcasieu Parish Police Jury, STX Districts 1 & 4A  
Calcasieu Parish Law Enforcement District, City of DeQuincy, Town of Iowa, City of Lake Charles  
City of Sulphur, Town of Vinton, City of Westlake, SWLa Convention & Visitors Bureau



S

**Anna Manuel**

---

**From:** Caitlen Johnson  
**Sent:** Friday, January 26, 2024 3:18 PM  
**To:** Anna Manuel  
**Subject:** RE: background check for Carrie M Schuppe & Craig D Schuppe

They are clear with Sulphur Police ONLY.

NOTE: The response to this request for a Criminal Record Check is based on a review of the Sulphur Police Department's Database. This does not include the existence of a record in another local agency such as Sulphur City Court; Sulphur City Marshal's Office; Calcasieu Parish Sheriff's Office; the Louisiana State Police and the FBI Identification Division.

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

From: Anna Manuel <amanuel@sulphur.org>  
Sent: Friday, January 26, 2024 3:15 PM  
To: Caitlen Johnson <cjohnson@sulphur.org>  
Cc: Anna Manuel <amanuel@sulphur.org>  
Subject: background check for Carrie M Schuppe & Craig D Schuppe

Thank you and have a blessed day!

Anna Manuel  
License Department  
City of Sulphur  
110 N Huntington St. Sulphur, La 70663  
amanuel@sulphur.org  
Office: 337-527-4517  
Fax: 337-527-2053

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

Resolution approving liquor license for Lighthouse Mission Fuel, located at 2700 Ruth Street.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby approve liquor license for Lighthouse Mission Fuel, located at 2700 Ruth Street.

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





## LIQUOR LICENSE APPLICATION APPROVAL SHEET

The following applicant is applying to the City of Sulphur for a permit to sell beverages of alcohol content at a retail.

Business Name: Lighthouse Mission Fuel

Owner: SWLA Petroleum LLC / Gul Awan

Business Location: 2700 Ruth St Sulphur, La 70663

Date of Application: January 25, 2024

Class: ☐ A ☒ B

Content: ☒ High ☐ Low

Applicant has provided all required documentation to the City of Sulphur Licensing Department.

City of Sulphur Issuance Agent [Signature]

Director of Finance [Signature]

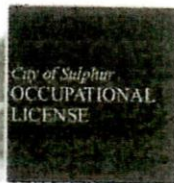
☒ Recommend ☐ Deny

City Council Approval: ☐ ACCEPTED ☐ DENIED

Council Representative Signature \_\_\_\_\_

Date: \_\_\_\_\_

Special Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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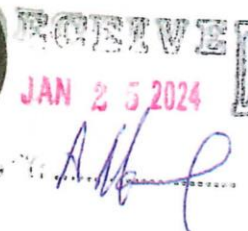


Denise Fontenot, Director of Municipal Services

City of Sulphur  
Occupational License  
P O Box 1309  
Sulphur, LA 70664  
Phone: 337-527-4517  
license@sulphur.org



Mike Danahay, Mayor



City of Sulphur  
Liquor License Application

Name of Business: Lighthouse Mission Fuel

Location of Business: 2700 Ruth St, Sulphur, LA 70665

Legal Name of Owner: SWLA Petroleum, LLC

Home/Corp Address: 900 Gerstner Memorial Dr, Lake Charles, LA 70601

Mailing Address: 900 Gerstner Memorial Dr, Lake Charles, LA 70601

Application is for: ☐ CLASS "A" ☒ CLASS "B"

Content: ☐ HIGH ☐ LOW ☒ HIGH & LOW

Sole Proprietor: ☐ Partnership ☒ Corp/LLC

Has a homeowner petition been signed by residents? ☐ YES ☒ NO

Have you applied for a state license? ☒ YES ☐ NO

Are you the owner of the premises to be licensed? ☐ YES ☒ NO

If NO, do you hold a bona Fide Lease? ☒ YES ☐ NO

Owner's name and address of the premises Gray Gaming, LLC - 2700 Ruth St, Sulphur, LA 70665

Is the business to be conducted wholly by you or by more than one representative? Me Only

Federal Tax #: 99-0593105 La. State Tax #: 2692034-001

SULPHUR ORDINANCE

**Sec. 3-28. - Location—Affecting issuance.**

(b) No permit required by this division shall be granted for any premises situated within three hundred (300) feet or less, of a public playground or of a building used exclusively as a church or synagogue, public library, or school, or full-time day care center except a school for business education conducted as a business college or school. This distance shall be measured as a person walk, using the sidewalk, from the nearest point of the property line of the church or synagogue, library, playground, or school to the nearest point of the premises to be licensed.

(Code 1970, § 3-18; Ord. No. 546, 10-14-03) | **State Law reference**— Similar provisions, R.S. 26:80, 280.

Is there a church, synagogue, library, playground, or school located within 300 ft. of premise to be licensed? ☐ YES ☐ NO

If YES, has measurements been taken? ☐ YES ☐ NO ☐ N/A

If YES, what are the measurements in feet?        Ft. ☐ N/A

Are there any residents located within 300 feet of premise to be licensed? ☐ YES ☐ NO ☐ N/A

If YES, has measurements been taken? ☐ YES ☐ NO ☐ N/A

If YES, what are the measurements in feet?        Ft. ☐ N/A

**NOTE: The City of Sulphur will validate all measurements**

FAITH



FAMILY



COMMUNITY

Revised 8/11/2023

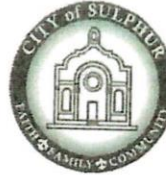
Page 2 of 5





Denise Fontenot, Director of Municipal Services

City of Sulphur  
Occupational License  
P O Box 1309  
Sulphur, LA 70664  
Phone: 337-527-4517  
license@sulphur.org



Mike Danahay, Mayor

City of Sulphur  
Liquor License Application

AFFIDAVIT

STATE OF LOUISIANA

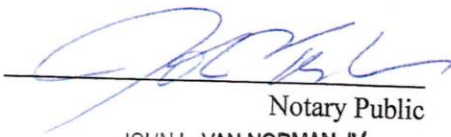
PARISH OF CALCASIEU

I, Gul Awan, being the owner/partner/shareholder of the above-named premises, hereby certifies that the above information is true and correct according to the best of my knowledge, information, and belief.

I further certify that I have been a resident of the State of Louisiana for in excess of two (2) years unless a corporation or limited liability corporation; that I or my spouse have never been convicted of a felony under the laws of the State of Louisiana or any other state or country; that I have never had any license to sell or deal in alcoholic beverages revoked by any state or the United States within five (5) years prior to the date of this application. I further understand that any misstatement or concealment of the facts of the above application shall be grounds for revocation of the permit to be issued herein.

  
Applicant Signature

Sworn to and subscribed before me, this 19<sup>th</sup> day of January, 2024.

  
Notary Public

JOHN L. VAN NORMAN, IV  
NOTARY PUBLIC NO. 38481  
STATE OF LOUISIANA  
PARISH OF CALCASIEU  
My Commission is for Life

FAITH



FAMILY



COMMUNITY

Revised 8/11/2023

Page 3 of 5



**LOUISIANA**  
DEPARTMENT of REVENUE

Post Office Box 4969  
Baton Rouge, LA 70821-4969

SWLA PETROLEUM LLC  
LIGHTHOUSE MISSION FUEL  
900 GERSTNER MEMORIAL DR  
LAKE CHARLES LA 70601-4846

**Date of Notice:** January 25, 2024  
**Letter ID:** L0455566224  
**Account ID:** 2692034-001-400  
**Tax Type:** Sales

**State Sales Tax Clearance Certificate  
For Office of Alcohol and Tobacco Control**

Louisiana Revised Statutes 26:78, 26:80, 26:278 and 26:280 provide that the Louisiana Department of Revenue and the local sales tax collection agency or agencies issue a clearance for sales tax purposes before a state Alcoholic Beverage and/or Beer Permit(s) is issued.

This document certifies that you are current in filing and paying your state and/or local sales taxes. This Sales Tax Clearance Certificate must be attached to your Alcoholic Beverage and/or Beer Permit application and submitted to the Office of Alcohol and Tobacco Control of the Louisiana Department of Revenue, and the local Office of Alcoholic Beverage Control.

**Clearance will expire one year from date issued**

**Date:** January 25, 2024

**Department of Revenue Account Number:** 2692034-001

**Federal Identification Number:** 990593105

**State ATC Permit Number:**

**Local Sales Tax Agency Account Number:**

**Local ABC Permit Number:**

**Location Address of Applicant:** 2700 RUTH ST  
SULPHUR LA 70665-7467

I hereby certify that the above listed taxpayer is current in filing and paying all required sales tax returns and taxes.

State

Signature

Director

Title

January 25, 2024

Date

Local

Signature

Title

Date





Sales and Use Tax Department  
PO Drawer 2050; 2439 6<sup>th</sup> Street Lake Charles, LA 70602-2050

# Calcasieu Parish School Board

BUILDING FOUNDATIONS FOR THE FUTURE

www.calcasieusalestax.org  
(337) 217-4280 Fax (337) 217-4281

## PARISH OF CALCASIEU SALES TAX CLEARANCE CERTIFICATE FOR OFFICE OF ALCOHOL AND TOBACCO CONTROL

Louisiana Statutes require that both state and local revenue or tax offices provide a tax clearance before the issuance or renewal of a state or local Alcoholic Beverage Permit.

In accordance with Act 1016 of the 1995 Regular Session of the Louisiana Legislature, this document certifies that the taxpayer listed herein is current in filing Calcasieu Parish Sales Taxes and there are no delinquent taxes, penalties, or interest due. This Calcasieu Parish Sales Tax Clearance Certificate must be attached to your Alcoholic Beverage Control permit application in all instances, whether initial or renewal, and submitted to the Office of Alcohol and Tobacco Control.

### NOTICE: A STATE TAX CLEARANCE IS REQUIRED IN ADDITION TO THE LOCAL CLEARANCE.

\*\*\*\*\*

Calcasieu Parish Taxpayer Number: applied for  
Social Security Number or FEIN: 99-0593105  
LA Department of Revenue & Taxation No: 2692034-001  
Taxpayer Name: SWLA Petroleum LLC  
Trade Name (if different): Lighthouse Mission Fuel  
Location Address: 2700 Ruth St Sulphur, LA 70665  
Mailing Address: 900 Gerstner Memorial Dr Lake Charles, LA 70601

\*\*\*\*\*

I hereby certify that there are no delinquent sales taxes, penalties, or interest due the Calcasieu Parish Sales and Use Tax Department from the above listed taxpayer, excluding items under formal appeal pursuant to applicable statutes.

*Lonna Ingram*

//

CLERK

//

1-25-2024

Authorized Signature

Title

Date

Calcasieu Parish Sales & Use Tax Department

F032/(5/2017)

#### REPRESENTING

Calcasieu Parish School Board, STX Districts 2 & 3, Calcasieu Parish Police Jury, STX Districts 1 & 4A  
Calcasieu Parish Law Enforcement District, City of DeQuincy, Town of Iowa, City of Lake Charles  
City of Sulphur, Town of Vinton, City of Westlake, SWLa Convention & Visitors Bureau

**Anna Manuel**

---

**From:** Caitlen Johnson  
**Sent:** Thursday, January 25, 2024 3:58 PM  
**To:** Anna Manuel  
**Subject:** RE: background check for Gul Awan

He is Clear with Sulphur Police Only

NOTE: The response to this request for a Criminal Record Check is based on a review of the Sulphur Police Department's Database. This does not include the existence of a record in another local agency such as Sulphur City Court; Sulphur City Marshal's Office; Calcasieu Parish Sheriff's Office; the Louisiana State Police and the FBI Identification Division.

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

From: Anna Manuel <amanuel@sulphur.org>  
Sent: Thursday, January 25, 2024 3:32 PM  
To: Caitlen Johnson <cjohnson@sulphur.org>  
Cc: Anna Manuel <amanuel@sulphur.org>  
Subject: background check for Gul Awan

Thank you and have a blessed day!

Anna Manuel  
License Department  
City of Sulphur  
110 N Huntington St. Sulphur, La 70663  
amanuel@sulphur.org  
Office: 337-527-4517  
Fax: 337-527-2053