

AGENDA  
SULPHUR CITY COUNCIL MEETING  
**MONDAY, MAY 13, 2024, AT 5:30 P.M.**

THERE WILL BE A REGULAR MEETING OF THE SULPHUR CITY COUNCIL  
**MONDAY, MAY 13, 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. RESOLUTION electing a Chairman and Vice-Chairman for City Council.  
RES24-24 (Dru Ellender)
2. PROCLAMATION to Big Brothers Big Sisters of SWLA. I08-24 (Mayor Danahay)
3. RECOGNITION of Care Help of Sulphur for celebrating 40 years. I09-24 (Dru Ellender)
4. PUBLIC HEARING on ordinance setting forth water fees charged by the City of  
Sulphur. ORD34-24 (Mayor Danahay)
5. PUBLIC HEARING on ordinance setting forth sewer fees charged by the City of  
Sulphur. ORD35-24 (Mayor Danahay)
6. PUBLIC HEARING on ordinance setting forth garbage/trash collection fees charged by  
the City of Sulphur. ORD36-24 (Mayor Danahay)
7. PUBLIC HEARING on ordinance amending Ordinance No. 1852, M-C Series which  
established a program to assist low-income households in the payment of water, sewer,  
and garbage-trash collection fees charged by the City of Sulphur, Louisiana.  
ORD37-24 (Mayor Danahay)
8. PUBLIC HEARING on ordinance amending Ordinance No. 1853, M-C Series which set  
forth a Capital Recovery Fee charged by the City of Sulphur.  
ORD38-24 (Mayor Danahay)
9. PUBLIC HEARING on ordinance adopting the annual budget of revenues and  
expenditures for the fiscal year July 1, 2024, to June 30, 2025, for the City of Sulphur,  
Louisiana. ORD39-24 (Mayor Danahay)

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

- a. To condemn building or structure located at 324 Virginia Street, in accordance with Article IX, Section 5-286 through 5-296 of the Code of Ordinances.  
(Dru Ellender)

11. PUBLIC HEARING on ordinance granting a rezone to Carl Hardy from Residential to Business for property located on the northeast corner of Beglis Parkway and Mississippi Street. ORD40-24 (Melinda Hardy)

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

- a. To extend temporary housing in a recreational vehicle located at 945 Beulah Street, in accordance with Ordinance No. 1694, M-C Series. (Melinda Hardy)

13. PUBLIC HEARING on ordinance authorizing Mayor Danahay to sign buy/sell agreement with Anniska Dawn Celestine for property located at 511 Maple Street. ORD41-24 (Mayor Danahay)

14. PUBLIC HEARING on ordinance authorizing the acquisition of property from Anniska Dawn Celestine for property located at 511 Maple Street, appropriating funds for the purchase, and setting a public hearing date on said ordinance. ORD42-24 (Mayor Danahay)

15. PUBLIC HEARING on ordinance authorizing Mayor Mike Danahay to sign Cooperative Endeavor Agreement with Calcasieu Parish Police Jury to acquire full ownership interest of adjudicated property located at 104 Railroad Avenue. ORD43-24 (Mayor Danahay)

16. PUBLIC HEARING on ordinance declaring certain movable property of the City of Sulphur and providing for the disposal thereof. ORD44-24 (Mayor Danahay)

17. PUBLIC HEARING on ordinance authorizing Mayor Mike Danahay to sign Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury for Summer Feeding Program. ORD45-24 (Mayor Danahay)

18. INTRODUCTION OF ORDINANCE authorizing Mayor Danahay to sign the LA DOTD maintenance agreement for mowing and litter pick up for fiscal year ending June 30, 2025. ORD46-24 (Mayor Danahay)

19. RESOLUTION accepting the Municipal Water Pollution Prevention Environmental Audit Report. RES25-24 (Mayor Danahay)

20. RESOLUTION authorizing the First Amendment to Time Contract for the collection of solid waste. RES26-24 (Mayor Danahay)

21. RESOLUTION authorizing the advertisement of bids for reconstruction of Animal Control. RES27-24 (Mayor Danahay)

22. 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, June 10, 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

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

Resolution electing a Chairman and Vice-Chairman for City Council.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby elect Nick Nezat as Chairman and Joy Abshire as Vice-Chairman for City Council.

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

\_\_\_\_\_  
, Chairman

ATTEST:

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



ORDINANCE NO. \_\_\_\_\_, MC, SERIES

AN ORDINANCE AMENDING ORDINANCE NO. 1848, M-C SERIES TO SET FORTH WATER FEES CHARGED BY THE CITY.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that water fees for normal monthly service rendered by the City of Sulphur, Louisiana, shall be as follows:

WATER:

FLAT RATES

Commercial Inside	<del>40.60</del> 44.60	DHH Testing Fee	1.00
Commercial Outside	<del>81.20</del> 89.20	DHH Testing Fee	1.00
Church Inside	<del>26.40</del> 27.90	DHH Testing Fee	1.00
Church Outside	<del>52.80</del> 55.80	DHH Testing Fee	1.00
Multi Commercial Inside	<del>40.60</del> 44.60	DHH Testing Fee	1.00
Multi Family Inside	<del>26.40</del> 27.90	DHH Testing Fee	1.00
Multi Family Outside	<del>52.80</del> 55.80	DHH Testing Fee	1.00
Residential Inside	<del>26.40</del> 27.90	DHH Testing Fee	1.00
Residential Outside	<del>52.80</del> 55.80	DHH Testing Fee	1.00
Trailer Park Inside	<del>26.40</del> 27.90	DHH Testing Fee	1.00
Trailer Park Outside	<del>52.80</del> 55.80	DHH Testing Fee	1.00
Utility Assistance Inside	<del>16.40</del> 17.90	DHH Testing Fee	1.00
Utility Assistance Outside	<del>42.80</del> 45.80	DHH Testing Fee	1.00

METERED RATES

Commercial Water (WM) Minimum Charge \$40.60 (inside) & \$81.20 (outside):

	Inside	Outside
First 5,000 gallons used	Min Charge	Min Charge
Next 25,000 gallons used per 100 gal. (5,001 to 30,000)	<del>.5802</del> .6150	<del>1.1604</del> .12300
Next 70,000 gallons used per 100 gal. (30,001 to 100,000)	<del>.4585</del> .4860	<del>.9170</del> .9720
Next over 100,000 gallons used per 100 gal. (100,001 & up)	<del>.3084</del> .3269	<del>.6169</del> .6538

COMMERCIAL IRRIGATION (IM) Minimum Charge \$39.75 (inside) & \$79.50 (outside):

First 5,000 gallons used – Min charge (0 to 5,000)	Min Charge	Min Charge
Next 25,000 gallons used per 100 gal. (5,001 to 30,000)	.5802 .6150	1.1604 .12300
Next 70,000 gallons used per 100 gal. (30,001 to 100,000)	.4585 .4860	.9170 .9720
Next over 100,000 gallons used per 100 gal. (100,001 & up)	.3084 .3269	.6169 .6538

BE IT FURTHER ORDAINED that this Ordinance shall become effective July 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  
approved/vetoed by the Mayor.

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

ORDINANCE NO. \_\_\_\_\_, MC, SERIES \_\_\_\_\_

AN ORDINANCE AMENDING ORDINANCE NO. 1849, M-C SERIES TO SET FORTH SEWER FEES CHARGED BY THE CITY.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that sewer fees for normal monthly service rendered by the City of Sulphur, Louisiana, shall be as follows:

SEWER:

FLAT RATES

Commercial Inside	<del>-\$44.30</del>	\$48.70
Commercial Outside	<del>\$88.60</del>	\$97.40
Church Inside	<del>-\$29.75</del>	\$32.65
Church Outside	<del>\$59.50</del>	\$65.30
Multi Commercial Inside	<del>\$44.30</del>	\$48.70
Multi Family Inside	<del>\$29.75</del>	\$32.65
Multi Family Outside	<del>\$59.50</del>	\$65.30
Residential Inside	<del>\$29.75</del>	\$32.65
Residential Outside	<del>\$59.50</del>	\$65.30
Trailer Park Inside	<del>\$29.75</del>	\$32.65
Trailer Park Outside	<del>\$59.50</del>	\$65.30
Utility Assistance Inside	<del>\$19.50</del>	\$18.65
Utility Assistance Outside	<del>\$49.25</del>	\$55.05

METERED RATES

Commercial Sewer (SM) Minimum Charge \$44.30 (inside) & \$88.60 (outside)

	Inside	Outside
First 5,000 gallons used – Minimum charge (0 to 5,000)	Min Charge	Min Charge
Next 25,000 gallons used per 100 gal. (5,001 to 30,000)	<del>.3221</del> .3535	<del>.6442</del> .7070
Next 70,000 gallons used per 100 gal. (30,001 to 100,000)	<del>.3923</del> .4305	<del>.7847</del> .8611
Next over 100,000 gallons used per 100 gal. (100,001 & up)	<del>.2640</del> .2897	<del>.5281</del> .5795

BE IT FURTHER ORDAINED that this Ordinance shall become effective July 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 approved/vetoed by the Mayor.

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

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

AN ORDINANCE AMENDING ORDINANCE NO. 1850, M-C SERIES TO SET FORTH GARBAGE/TRASH COLLECTION FEES CHARGED BY THE CITY.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that garbage-trash collection fees for normal services rendered by the City of Sulphur, Louisiana, shall be as follows:

**GARBAGE-TRASH (SOLID WASTE)**

~~\$21.25~~ \$22.50 Per Unit Per Month (A unit residential or service as defined in existing Contract)

BE IT FURTHER ORDAINED that this Ordinance shall become effective July 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 approved/vetoed by the Mayor.

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

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

ORDINANCE AMENDING ORDINANCE NO. 1852, M-C SERIES WHICH  
ESTABLISHED A PROGRAM TO ASSIST LOW-INCOME HOUSEHOLDS  
IN THE PAYMENT OF WATER, SEWER, AND GARBAGE-TRASH  
COLLECTION FEES CHARGED BY THE CITY OF SULPHUR, LOUISIANA.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Ordinance No. 1852, M-C Series to read as follows:

BE IT FURTHER ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that a program to assist low-income households in the payment of water, sewer (wastewater), and garbage-trash (solid waste) collection fees charged by the City of Sulphur be and it is hereby established, the determination of eligibility for this assistance program to be in accordance with poverty guidelines established by the Federal Government and the State of Louisiana, and which assistance program will be subject to the following definitions and conditions, and also the following criteria for eligibility:

SECTION 1. DEFINITIONS:

- (a) Household means parents, their minor children, grandparents and a grandchild who is a minor and whose legal custody has been granted to a grandparent, all of whom reside in a housing unit as a family unit and for whom utilities are customarily purchased in common, or who make payments for utilities included in the rent;
- (b) Income means all non-exempt gross income received by members of the household on a regular or predictable basis during three (3) calendar months or all annualized non-exempt income received by members of a household on an irregular or fluctuating basis or moneys received into a home occupied by a household from any source whatsoever;
- (c) Housing Unit means a house, a stationary mobile home, an apartment or any unit used for billing purposes.

SECTION 2. ELIGIBILITY

- (a) Determination of eligibility for this assistance program will be in accordance with Department of Social Services established by the Federal government and the State of Louisiana.

SECTION 3. The amount of assistance granted each qualified applicant will be determined by (1) the number of qualified applicants and (2) the amount of the funds appropriated for this program for the fiscal year, PROVIDED, HOWEVER, THAT THE AMOUNT OF ASSISTANCE SHALL NOT EXCEED ~~\$23.25~~ \$24.00 PER QUALIFIED APPLICANT.

SECTION 4. Annual recertification of eligibility shall be required. Applications for said annual recertification shall be submitted by the 1<sup>st</sup> day of March each year.

SECTION 5. All changes in status affecting eligibility must be reported promptly to the office of the Mayor.

SECTION 6. Administration of this program will be the responsibility of the Mayor, through the Director of Finance.

SECTION 7. Confidentiality of all information provided to determine the eligibility will be maintained by the Office of the Mayor.

SECTION 8. This program is open to all persons regardless of race, color, age, religion, sex or national origin. No distinction shall be made between property owners or renters.

SECTION 9. Continuation of this assistance program is contingent upon the appropriation by the City Council of the City of Sulphur in the operating budget of the City of Sulphur each year.

SECTION 10. This assistance program shall only be provided for residential water, sewer, garbage/trash households located within the city limits of Sulphur.

BE IT FURTHER ORDAINED that this Ordinance shall become effective July 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  
approved/vetoed by the Mayor.

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

AN ORDINANCE AMENDING ORDINANCE NO. 1853, M-C SERIES WHICH SET FORTH A CAPITAL RECOVERY FEE CHARGED BY THE CITY.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that a Capital Recovery Fee for normal monthly water and sewer service rendered by the City of Sulphur, Louisiana, shall be as follows:

CAPITAL RECOVERY FEE

FLAT RATES

Commercial Inside	<del>1.35</del>	1.45
Commercial Outside	<del>2.70</del>	2.90
Church Inside	<del>1.35</del>	1.45
Church Outside	<del>2.70</del>	2.90
Multi Commercial Inside	<del>1.35</del>	1.45
Multi Family Inside	<del>1.35</del>	1.45
Multi Family Outside	<del>2.70</del>	2.90
Residential Inside	<del>1.35</del>	1.45
Residential Outside	<del>2.70</del>	2.90
Trailer Park Inside	<del>1.35</del>	1.45
Trailer Park Outside	<del>2.70</del>	2.90
Utility Assistance Inside	<del>1.35</del>	1.45
Utility Assistance Outside	<del>2.70</del>	2.90

BE IT FURTHER ORDAINED that this Ordinance shall become effective July 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 forgoing Ordinance has been presented to the Mayor on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, at \_\_\_\_\_ o'clock \_\_\_\_\_m.

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

I HERBY 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

AN ORDINANCE ADOPTING THE ANNUAL BUDGET OF REVENUES AND EXPENDITURES FOR THE FISCAL YEAR JULY 1, 2024, TO JUNE 30, 2025, FOR THE CITY OF SULPHUR, LOUISIANA.

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

- SECTION I. The attached estimate of revenues as reflected in the summary and such other fiscal exhibits and information as required by Section 1308(D), Louisiana Local Government Act, be and the same, is hereby adopted to serve as the Budget of Revenues for the City of Sulphur for fiscal year July 1, 2024, to June 30, 2025.
- SECTION II. The attached statement of anticipated expenditures as reflected in the summary and such other fiscal exhibits and information as required by Section 1308(D), Louisiana Local Government Act, be and the same is hereby adopted to serve as the Budget of Expenditures for the City of Sulphur for the fiscal year July 1, 2024, to June 30, 2025.
- SECTION III. The adoption of the Budget of Expenditures as reflected in the line-item budget filed with the Clerk of the Council containing object of expenditure classifications shall be declared to be the appropriation of the amount set therein as established in each budget classification by object of expenditure.
- SECTION IV. The adoption of the Capital Improvement Budget as submitted for a period of five years with the first year being for the budget year 2024-2025 shall be for the expenditures as appropriated therein.
- SECTION V. The amounts appropriated for all accounts shall not exceed the amounts fixed therefor in the Budget of Expenditures unless all terms and conditions of the Sulphur Home Rule Charter are complied with. In accordance with Section 5-04 (E) of the Sulphur Home Rule Charter (Transfer of Appropriations): At any time during the fiscal year the Mayor may transfer part or all of any unencumbered appropriation within programs or functions. Nothing contained in this section shall be construed to prohibit the governing authority from amending or making an appropriation to and for a contingent fund to be used in cases of emergency.

BE IT FURTHER ORDAINED that this Ordinance shall become effective July 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 approved/vetoed by the Mayor.

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



**CITY OF SULPHUR**  
**2024-2025 CAPITAL PROJECTS BUDGET**

**AUTHORIZATION SCHEDULE OF FUNDING**

	Projected Additional Funding					Total
	2024	2025	2026	2027	2028	2024-2028
<b>SUMMARY OF PROJECTS BY FUND:</b>						
<b>Public Utility Fund:</b>						
Wastewater Projects:						
Maplewood and Maplefork Lift Station	-	-	-	-	-	-
Maplewood Sewer Rehab	-	-	-	-	-	-
Collection System Improvements	-	500,000	500,000	500,000	500,000	2,000,000
All Lift Station Improvements	2,000,000	500,000	500,000	500,000	500,000	4,000,000
WasteWater Plant Improvements	2,000,000	2,000,000	750,000	750,000	750,000	6,250,000
Total Wastewater Projects	4,000,000	3,000,000	1,750,000	1,750,000	1,750,000	12,250,000
Water Projects:						
Water Distribution	500,000	750,000	750,000	750,000	750,000	3,500,000
Water Treatment Facility Improvement	2,000,000	500,000	500,000	500,000	500,000	4,000,000
Total Water Projects	2,500,000	1,250,000	1,250,000	1,250,000	1,250,000	7,500,000
Total Public Utility Fund	6,500,000	4,250,000	3,000,000	3,000,000	3,000,000	19,750,000
<b>Street Improvement Capital Project Fund:</b>						
Asphalt Street Maintenance	1,000,000	1,000,000	500,000	500,000	500,000	3,500,000
Concrete Rehab	250,000	500,000	500,000	500,000	500,000	2,250,000
Signalization	-	150,000	150,000	150,000	150,000	600,000
Sidewalk Rehab	-	100,000	100,000	100,000	100,000	400,000
Burton Street Rehabilitation	-	100,000	100,000	100,000	100,000	400,000
Henning and Weekly Overlay **	500,000	500,000				1,000,000
Bridge Rehabilitation and Repair	500,000	500,000	250,000	250,000	250,000	1,750,000
Ruth Street/Huntington **	-	-	-	-	-	-
Maplewood Drive	-	1,000,000	1,000,000	1,000,000	500,000	3,500,000
Brandi, Ashley, Tillman	500,000	-	-	-	-	500,000
Smith and Archie Rehabilitation	-	-	-	-	-	-
Post Oak Improvements (Division to Burton) **	1,000,000	500,000	500,000	-	-	2,000,000
Drainage	250,000	-	-	-	-	250,000
Traffic Markings	100,000	-	-	-	-	100,000
Total Street Improvement Capital Project Fund	4,100,000	4,350,000	3,100,000	2,600,000	2,100,000	16,250,000
<b>Public Improvement Capital Project Fund:</b>						
Building Improvements	2,000,000	1,000,000	1,000,000	500,000	500,000	5,000,000
Total Public Improvement Capital Project Fund	2,000,000	1,000,000	1,000,000	500,000	500,000	5,000,000
Total Capital Project by Funds	12,600,000	9,600,000	7,100,000	6,100,000	5,600,000	41,000,000

CITY OF SULPHUR, LOUISIANA  
PUBLIC UTILITY FUND - BUDGET FOR YEAR ENDING  
June 30, 2024

	Prior Year		Current Year					Upcoming Year	
	FY 2022-2023		FY 2023-2024					FY 2024-2025	
			Actual		Estimated	Projected	% Change Last Adopted Budget vs.	% Change Last Projected Actual	
	Audited	Original Budget	Last Adopted Budget	Year-to-Date as of March 20, 2023	Remaining for Year	Actual Result at Year End	Projected Actual Result at Year End	Proposed Budget	Projected Actual Result at Year End vs. Proposed Budget
OPERATING REVENUES:									
Charges for water services	\$ 3,803,596	\$ 3,895,000	\$ 3,895,000	\$ 2,955,153	\$ 1,467,828	\$ 4,422,981	13.56%	\$ 4,310,524	-2.54%
Charges for sewer services	5,528,305	6,027,802	6,027,802	4,403,485	985,051	5,388,536	-10.61%	6,831,921	26.79%
Total Operating Revenues	9,331,901	9,922,802	9,922,802	7,358,638	2,452,879	9,811,517	-1.12%	11,142,445	13.56%
OPERATING EXPENSES - BY DEPARTMENT:									
Administration	747,592	790,142	790,142	467,068	305,269	772,337	-2.25%	816,454	5.71%
Utility Billing	541,326	632,492	632,492	410,052	168,836	578,888	-8.48%	599,525	3.57%
Water Operation	2,455,881	2,583,494	2,583,494	1,592,698	803,347	2,396,044	-7.26%	2,821,419	17.75%
Water Maintenance	1,190,293	979,661	979,661	728,262	347,835	1,076,098	9.84%	1,188,072	10.41%
Wastewater Operation	6,310,344	6,211,032	6,211,032	3,165,950	1,674,344	4,840,294	-22.07%	5,846,525	20.79%
Wastewater Maintenance	719,836	825,278	825,278	468,324	222,796	691,120	-16.26%	774,767	12.10%
Total Expenses BY Department	11,965,272	12,022,099	12,022,099	6,832,354	3,522,427	10,354,781	-13.87%	12,046,762	16.34%
OPERATING EXPENSES - BY CHARACTERS:									
Salaries	2,112,018	2,076,548	2,076,548	1,435,677	607,187	2,042,865	-0.016220716	2,131,296	4.33%
Employee benefits	1,075,707	1,207,240	1,207,240	703,728	294,472	998,200	-17.32%	1,083,831	8.58%
Travel and training	16,101	34,510	34,510	5,491	2,746	8,237	-76.13%	40,690	394.00%
Maintenance	2,452,813	2,538,335	2,538,335	1,651,737	825,868	2,477,605	-2.39%	2,711,660	9.45%
Utilities	982,561	924,500	924,500	570,832	342,499	913,331	-1.21%	943,909	3.35%
Professional and contractual services	850,875	781,490	781,490	447,058	222,818	669,876	-14.28%	1,352,881	101.96%
Operating cost	146,420	159,200	159,200	120,826	61,280	182,106	14.39%	180,604	-0.82%
Insurance	340,708	327,146	327,146	91,599	152,456	244,055	-25.40%	328,032	34.41%
Supplies	503,278	497,430	497,430	364,361	182,181	546,542	9.87%	556,410	1.81%
General equipment under \$5,000	189,191	128,900	128,900	19,635	104,721	124,356	-3.53%	158,650	27.58%
Depreciation	3,295,600	3,346,800	3,346,800	1,421,410	726,199	2,147,609	-36%	2,558,800	19.15%
Total Expenses by Characters	11,965,272	12,022,099	12,022,099	6,832,354	3,522,427	10,354,781	-13.87%	12,046,762	16.34%
OPERATING INCOME (LOSS):	(2,633,371)	(2,099,297)	(2,099,297)	526,284	(1,069,548)	(543,264)	-74.12%	(904,317)	

CITY OF SULPHUR, LOUISIANA  
PUBLIC UTILITY FUND - BUDGET FOR YEAR ENDING  
June 30, 2024

	Prior Year		Current Year					Upcoming Year	
	FY 2022-2023		FY 2023-2024					FY 2024-2025	
	Audited	Original Budget	Last Adopted Budget	Actual Year-to-Date as of March 20, 2023	Estimated Remaining for Year	Projected Actual Result at Year End	% Change Last Adopted Budget vs. Projected Actual Result at Year End	Proposed Budget	% Change Last Projected Actual Result at Year End vs. Proposed Budget
NON-OPERATING REVENUES (LOSS):									
2% Sales taxes for operating	1,711,100	1,690,000	1,690,000	1,053,494	452,143	1,505,637	-10.91%	1,690,000	12%
1/2% Sales taxes capital projects	222,866	220,000	220,000	149,311	64,082	213,393	-3.00%	220,000	3.10%
1/2% Sales taxes for debt service		-	-	-	-	-	0.00%	-	0.00%
Interest Earned	548,870	60,000	60,000	495,881	206,617	702,498	1070.83%	600,000	-14.59%
Debt Principle & Interest Expense	(489,750)	(1,514,751)	(1,514,751)	(439,450)	(1,075,301)	(1,514,751)	0	(1,514,751)	0.00%
Grants	198,535	40,000	40,000		-	-	0.00%	-	-
Other	148,747	135,000	135,000	78,725	56,275	135,000	0.00%	135,000	0.00%
Total non-operating revenues (expenses)	2,340,368	630,249	630,249	1,337,961	(296,184)	1,041,778	65.30%	1,130,249	8.49%
INCOME (LOSS) BEFORE TRANSFERS:	(293,003)	(1,469,048)	(1,469,048)			498,514		225,932	
TRANSFERS AND CAPITAL CONTRIBUTIONS:									
Transfers out									
Transfers out	-	-	-	-	-	-		-	
Capital contributions	-	-	-	-	-	-		-	
Transfers in	-	2,000,000	2,000,000	-	2,000,000	2,000,000		-	
Transfers in	-	-	-	-	-	-		-	
Capital contributions	-	-	-	-	-	-		-	
Total transfers	-	2,000,000	2,000,000	-	2,000,000	2,000,000		-	
Change in net assets	(293,003)	530,952	530,952	-	2,000,000	2,000,000		225,932	
TOTAL NET ASSETS, BEGINNING:	59,611,634	59,318,631	59,318,631			59,318,631		61,318,631	
TOTAL NET ASSETS, ENDING:	\$ 59,318,631	\$ 59,849,583	\$ 59,849,583			\$ 61,318,631		\$ 61,544,563	

GENERAL FUND - BUDGET FOR YEAR ENDING  
June 30, 2025

	Prior Year FY 2022-2023		Current Year FY 2023-2024					Upcoming Year FY 2024-2025	
	Audited	Original Budget	Last Adopted Budget	Actual Year-to-Date as of March 20, 2024	Estimated Remaining for Year	Projected Actual Result at Year End	% Change Last Amended Budget vs. Projected Actual Result at Year End	Proposed Budget	% Change Last Projected Actual Result at Year End vs. Proposed Budget
SUMMARY OF REVENUES - BY SOURCES:									
Local sources:									
2% Sales taxes	\$	17,050,000	\$ 17,450,000	\$ 17,450,000	\$ 11,355,281	\$ 5,696,500	\$ 17,051,781	-2.28%	\$ 17,450,000 2.34%
Ad Valorem Taxes		3,015,000	3,315,000	3,315,000	3,237,183	\$ 83,266	3,320,449	0.16%	3,415,000 2.85%
Franchise Taxes		1,600,000	1,600,000	1,600,000	813,916	\$ 665,000	1,478,916	-7.57%	1,600,000 8.19%
License, Permits & Fees		1,192,300	1,527,750	1,527,750	1,130,463	\$ 474,210	1,604,673	5.04%	1,567,700 -2.30%
Charges for services		1,905,500	2,088,700	2,088,700	1,556,554	\$ 233,200	1,789,754	-14.31%	1,894,100 5.83%
Fines and forfeitures		122,000	132,000	132,000	68,220	\$ 51,000	119,220	-9.68%	122,000 2.33%
Code Enforcement		32,000	53,000	53,000	89,150	\$ 10,150	99,300	87.36%	63,000 -36.56%
Gaming revenue		900,000	800,000	800,000	703,745	\$ 126,358	830,103	3.76%	825,000 -0.61%
Grants		10,000	10,000	10,000	-	\$ -	-	0.00%	- 0.00%
Interest on Investments		31,000	50,500	50,500	642,403	\$ 8,850	651,253	1189.61%	309,500 -52.48%
Other Revenue		137,020	156,020	156,020	412,650	641,750	1,054,400	575.81%	437,020 -58.55%
Total Revenues from Local Sources		25,994,820	27,182,970	27,182,970	20,009,564	7,990,283	27,999,848	3.01%	27,683,320 -1.13%
State sources:									
State shared revenue		1,152,000	1,174,000	1,174,000	436,248	600,000	1,036,248	-11.73%	1,174,000 13.29%
Grants		-	-	-	-	-	-	0.00%	- 0.00%
Total Revenues from State Sources		1,152,000	1,174,000	1,174,000	436,248	600,000	1,036,248	-11.73%	1,174,000 13.29%
Federal sources:									
CAREs Act		-	-	-	-	-	-	-	0.00%
FEMA Recovery		2,800,000	5,000,000	5,000,000	927,882	1,600,000	2,527,882	-49.44%	3,000,000 18.68%
Total Revenues from Federal Sources		2,800,000	5,000,000	5,000,000	927,882	1,600,000	2,527,882	-49.44%	3,000,000 18.68%
Total Revenues by Sources	\$	29,946,820	\$ 33,356,970	33,356,970	\$ 21,373,694	\$ 10,190,283	\$ 31,563,977	-5.38%	\$ 31,857,320 0.93%
SUMMARY OF EXPENDITURES - BY DEPARTMENT:									
Department									
Administration	\$	5,579,915	\$ 7,154,991	\$ 7,154,991	\$ 4,400,913	\$ 2,355,755	\$ 6,756,669	-5.57%	\$ 7,055,636 4.42%
Fire	\$	7,530,245	7,130,758	\$ 7,130,758	4,975,224	2,654,530	7,629,754	7.00%	8,938,630 17.15%
Inspections	\$	678,285	726,286	\$ 726,286	488,826	271,815	760,641	4.73%	799,177 5.07%
Municipal Services	\$	420,045	462,102	\$ 462,102	194,332	93,412	287,744	-37.73%	506,930 76.17%
Police	\$	6,351,653	6,325,087	\$ 6,325,087	4,326,302	2,080,310	6,406,612	1.29%	7,435,748 16.06%
Animal Control	\$	345,530	355,089	\$ 355,089	239,767	131,169	370,937	4.46%	467,961 26.16%
Streets and Maintenance	\$	4,584,725	5,097,034	\$ 5,097,034	3,152,651	1,465,204	4,617,855	-9.40%	4,966,966 7.56%
Shop	\$	533,255	543,829	\$ 543,829	364,786	180,481	545,267	0.26%	578,734 6.14%
Debt Service		288,688	288,688	288,688	255,532	23,140	278,672	-3.47%	288,688 3.59%
Total Expenditures by Department	\$	26,312,341	\$ 28,083,864	28,083,864	\$ 18,398,333	\$ 9,255,817	\$ 27,654,150	-1.53%	\$ 31,038,470 12.24%
SUMMARY OF EXPENDITURES - BY FUNCTION:									
Function									
Governmental	\$	12,430,443	\$ 14,628,019	\$ 14,628,019	\$ 9,096,808	\$ 4,520,976	\$ 13,617,784	-6.91%	\$ 14,664,092 7.68%
Public Safety									
Fire		7,530,245	7,130,758	7,130,758	4,975,224	2,654,530	7,629,754	7.00%	8,938,630 17.15%
Police		6,351,653	6,325,087	6,325,087	4,326,302	2,080,310	6,406,612	1.29%	7,435,748 16.06%
Total Expenditures by Department	\$	26,312,341	\$ 28,083,864	28,083,864	\$ 18,398,333	\$ 9,255,817	\$ 27,654,150	-1.53%	\$ 31,038,470 12.24%



GENERAL FUND - BUDGET FOR YEAR ENDING  
June 30, 2025

Prior Year FY 2022-2023			Current Year FY 2023-2024				Upcoming Year FY 2024-2025		
Audited	Original Budget	Last Adopted Budget	Actual Year-to-Date as of March 20, 2024	Estimated Remaining for Year	Projected Actual Result at Year End	% Change Last Amended Budget vs. Projected Actual Result at Year End	Proposed Budget	% Change Last Projected Actual Result at Year End vs. Proposed Budget	
SUMMARY OF EXPENDITURES - BY CHARACTERS:									
Characters									
Salaries	\$ 10,753,346	\$ 10,339,815	\$ 10,339,815	\$ 7,814,006	\$ 3,449,865	\$ 11,263,871	8.94%	\$ 11,777,107	4.56%
Employee benefits	5,913,852	5,673,701	5,673,701	4,183,635	1,997,723	6,181,359	8.95%	6,519,602	5.47%
Travel and training	180,930	216,454	216,454	75,442	37,721	113,162	-47.72%	208,804	84.52%
Maintenance	470,954	1,240,685	1,240,685	361,441	180,721	542,162	-56.30%	580,685	7.11%
Utilities	711,200	747,395	747,395	458,858	275,315	734,173	-1.77%	764,510	4.13%
Professional and contractual services	3,633,164	4,289,092	4,289,092	2,963,555	1,199,484	4,163,040	-2.94%	4,299,000	3.27%
Operating cost	503,241	564,538	564,538	418,473	209,237	627,710	11.19%	647,155	3.10%
Insurance	1,315,264	1,748,216	1,748,216	546,456	815,607	1,362,063	-22.09%	1,906,887	40.00%
Supplies	565,138	441,040	441,040	266,341	133,171	399,512	-9.42%	577,202	44.48%
General equipment under \$5,000	406,860	413,032	413,032	196,440	169,612	366,052	-11.37%	418,020	14.20%
Equipment and other acquisitions over \$5,000	1,124,100	1,653,050	1,653,050	561,024	622,758	1,183,781	-28.39%	2,616,205	121.00%
Special and other Activities	734,292	756,846	756,846	552,662	164,603	717,265	-5.23%	723,292	0.84%
Total Expenditures by Characters	\$ 26,312,341	\$ 28,083,864	28,083,864	\$ 18,398,333	\$ 9,255,817	\$ 27,654,150	-1.53%	\$ 31,038,470	12.24%
Excess (deficiency) of revenues over (under) expenditures	3,634,479	5,273,106	5,273,106		3,909,827		818,850		
OTHER FINANCING SOURCES (USES):									
Transfer (in):									
Fixed Assets Fund	-	-	-	-	-	-	-		
Transfer (out):									
FEMA Recovery	-	-	-	-	-	-	-		
Street Improvement Capital Projects Fund	-	-	-	-	-	-	-		
Debt Service for Paving Projects	-	-	-	-	-	-	-		
Public Utility Fund	-	(2,000,000)	-	(2,000,000)	(2,000,000)	-	-		
Self Insurance Fund	-	-	-	-	-	-	-		
Total other financing sources (uses)	-	-	(2,000,000)	-	(2,000,000)	(2,000,000)	-		
Net change in fund balance	3,634,479	5,273,106	3,273,106		1,909,827		818,850		
Beginning Fund Balance	\$ 14,041,471	\$ 17,675,951	\$ 17,675,951		\$ 17,675,951		\$ 19,585,778		
Ending Fund Balance	\$ 17,675,951	\$ 22,949,057	\$ 20,949,056.71		\$ 19,585,778		\$ 20,404,628		

**CITY OF SULPHUR, LOUISIANA**  
**SUMMARY OF ESTIMATED SALES TAX REVENUE**  
**BUDGET YEAR ENDING**  
**June 30, 2025**

	<div> <div>Last Adopted</div> <div>Budget</div> <div>2023-2024</div> </div>	<div> <div>Proposed</div> <div>Budget</div> <div>2024-2025</div> </div>
<b>SUMMARY OF SALES TAX REVENUE - BY AUTHORIZED</b>		
1% Sales and Use Tax ( a )	\$ 8,600,000	\$ 8,800,000
1% Sales and Use Tax ( b )	8,600,000	8,800,000
.5% Sales and Use Tax ( c )	4,300,000	4,400,000
Total Sales Tax Revenue by Authorized	\$ 21,500,000	\$ 22,000,000
<b>SUMMARY OF SALES TAX REVENUE - BY DEDICATED PURPOSE</b>		
<b>1% Sales and Use Tax ( a ):</b>		
General Fund:		
Operating	\$ 602,000	\$ 616,000
Salaries	150,000	150,000
Reserve & Match	7,253,000	7,439,000
Streets & Parks	150,000	150,000
Fire Department	45,000	45,000
Debt service	250,000	250,000
Public Utility Fund:		
Operating	150,000	150,000
<b>1% Sales and Use Tax ( b ):</b>		
General Fund:		
Capital and operating	8,600,000	8,800,000
<b>.5% Sales and Use Tax ( c ):</b>		
Street Improvement Capital Project Fund:		
Improvement Projects	2,580,000	2,640,000
Public Utility Fund:		
Improvement projects	215,000	220,000
Debt Service	1,505,000	1,540,000
Total Sales Tax Revenue by Dedicated Purpose	\$ 21,500,000	\$ 22,000,000
<b>SUMMARY OF SALES TAX REVENUE - BY FUND</b>		
General Fund	\$ 17,050,000	\$ 17,450,000
Public Utility Fund	1,870,000	1,910,000
Street Improvement Capital Project Fund	2,580,000	2,640,000
Total Sales Tax Revenue by Fund	\$ 21,500,000	\$ 22,000,000

( a ) The tax was authorized in 1966 for a perpetual duration.

( b ) The tax was originally authorized in 1980, has been re-authorized for an additional 25 years from January 1, 2005.

( c ) The tax was originally authorized in 1991, has been re-authorized for an additional 10 years from April 1, 2021.

CITY OF SULPHUR, LOUISIANA  
DRUG SEIZURE FUNDS - BUDGET FOR YEAR ENDING  
June 30, 2025

	Prior Year			Current Year				Upcoming Year	
	FY 2022-2023			FY 2023-2024				FY 2024-2025	
	Audited	Original Budget	Last Adopted Budget	Actual Year-to-Date as of March 20, 2023	Estimated Remaining for Year	Projected Actual Result at Year End	% Change Last Adopted Budget vs. Projected Actual Result at Year End	Proposed Budget	% Change Last Projected Actual Result at Year End vs. Proposed Budget
SUMMARY OF REVENUES - BY SOURCE									
State sources:									
State Seizure Funds	100,000	100,000	100,000	54,179		54,179	-45.82%	100,000	84.57%
Interest on Investments	1,200	1,200	1,200	9,465	4,055	13,520	1026.67%	13,000	-3.85%
Other Revenue	10,000	10,000	10,000	-		-	-100.00%		0.00%
Total Revenues from State Sources	111,200	111,200	111,200	63,644	4,055	67,699	-39.12%	113,000	66.92%
Federal sources:									
Federal Seizure Funds	15,000	15,000	15,000	198	-	198	-98.68%	15,000	7475.76%
Interest on Investments	300	300	300	815	349	1,164	288.00%	1,100	-5.50%
Other Revenue	500	500	500	2,633	-	2,633	426.60%	-	0.00%
Total Revenues from Federal Sources	15,800	15,800	15,800	3,646	349	3,995	-74.72%	16,100	303.00%
Total Revenues by Sources	\$ 127,000	\$ 127,000	\$ 127,000	\$ 67,290	\$ 4,404	\$ 71,694	-43.55%	\$ 129,100	80.07%
SUMMARY OF EXPENDITURES BY DEPARTMENT AND FUNCTION:									
Department and Function									
Public Safety									
Police	\$ 122,500	\$ 214,500	\$ 214,500	\$ -	\$ 5,500	\$ 5,500	-97.44%	\$ 308,389	5507.07%
Total Expenditures by Department and Function	\$ 122,500	\$ 214,500	\$ 214,500	\$ -	\$ 5,500	\$ 5,500	-97.44%	\$ 308,389	5507.07%
SUMMARY OF EXPENDITURES - BY CHARACTERS:									
Characters									
Travel and training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-
Operating cost	-	-	-	-	-	-	-	-	-
General equipment under \$5,000	-	-	-	-	-	-	-	-	-
Equipment and other acquisitions over \$5,000	100,000	192,000	192,000	-	-	-	-	285,889	285.89%
Special and other Activities	22,500	22,500	22,500	-	5,500	5,500	-75.56%	22,500	309.09%
Total Expenditures by Characters	\$ 122,500	\$ 214,500	\$ 214,500	\$ -	\$ 5,500	\$ 5,500	-97.44%	\$ 308,389	5507.07%
Excess (deficiency ) of revenues over (under) expenditures	\$ 4,500	\$ (87,500)	\$ (87,500)	\$ 67,290	\$ (1,096)	\$ 66,194		\$ (179,289)	
OTHER FINANCING SOURCES (USES):									
Transfer in (out)	-	-	-	-	-	-		-	
Total other financing sources (uses)	-	-	-	-	-	-		-	
Net change in fund balance	4,500	(87,500)	(87,500)	67,290	(1,096)	66,194		(179,289)	
Beginning Fund Balance	408,504	413,004	413,004			413,004		479,198	
Ending Fund Balance	\$ 413,004	\$ 325,504	\$ 325,504			\$ 479,198		\$ 299,909	



CITY OF SULPHUR

2024-2025 CAPITAL PROJECTS BUDGET

ON-GOING PROJECTS - PREVIOUSLY FUNDED

	Current Project Budget	Expended as of February 28, 2023	Balance as of February 28, 2023
<b>SUMMARY OF PROJECTS BY FUND:</b>			
<b>Public Utility Fund:</b>			
Wastewater Projects:			
Misc Collection System Improvements	-	-	-
Wastewater Plant Improvements	9,916,228.00	4,225,406.11	5,690,821.89
Misc Lift Station Improvements	1,650,000.00	320,777.60	1,329,222.40
Total Wastewater Projects	11,566,228.00	4,546,183.71	7,020,044.29
Water Projects:			
Water Distribution	1,333,000.00	1,462,645.73	(129,645.73)
Water Treatment Facility Improvement	16,115,787.52	9,148,799.48	6,966,988.04
Total Water Projects	17,448,787.52	10,611,445.21	6,837,342.31
Total Public Utility Fund	29,015,015.52	15,157,628.92	13,857,386.60
<b>Street Improvement Capital Project Fund:</b>			
I-10 North Frontage Rd	250,000.00	209,687.00	40,313.00
Concrete Rehab	5,191,791.00	354,708.89	4,837,082.11
Signalization	261,371.00	-	261,371.00
Burton St. Reconstruction	1,245,000.00	77,197.85	1,167,802.15
Drainage	1,621,754.61	1,298,638.73	323,115.88
Maplewood Drive Rehabilitation	6,168,523.07	3,985,545.65	2,182,977.42
Misc Street Improvements (Ruth, Henning, Hazel, Post Oak, Misc Gravel, EWS Mimosa, bridges)	2,271,617.71	-	2,271,617.71
	9,379,020.26	5,057,431.24	4,321,589.02
Total Street Improvement Capital Project Fund	26,389,077.65	10,983,209.36	15,405,868.29
<b>Public Improvement Capital Project Fund:</b>			
Police Training Center	1,248,000.00	-	1,248,000.00
Rebanding Police & Fire Dept.	66,450.00	37,235.36	29,214.64
Building Improvements	3,875,000.00	2,642,545.06	1,232,454.94
Fire Truck	1,000,000.00	1,063,893.83	(63,893.83)
Misc. Building Improvement	3,722,914.00	1,097,692.82	2,625,221.18
Total Public Improvement Capital Project Fund	9,912,364.00	4,841,367.07	5,070,996.93
Total Capital Project by Funds	65,316,457.17	30,982,205.35	34,334,251.82



**CITY OF SULPHUR**  
**CAPITAL IMPROVEMENT PLAN**  
**2024-2029 Asphalt Overlay Projects**

CIP Category	Project	Limit One	Limit Two
Ongoing	Henning/ Weekly Road	Ruth Street	LA 27
Ongoing	Ruth/ Huntington Overlay	Henning Street	Burton Street
Ongoing	Post Oak	Aubrianna Lane	Burton Street
Ongoing	Brandi	Sara	Ashley
Ongoing	Tillman	Sara	Ashley
Ongoing	Ashley	Brandi	Kim
Ongoing	Attakapas	Madison	Cities Services
Ongoing	Audalia	Ann	W. Lee
Ongoing	Avenue A	S. Crocker	Lafarque
Ongoing	Avenue B	S. Crocker	S. Huntington
Ongoing	Avenue C	S. Crocker	S. Huntington
Ongoing	Block	Cass	Brady
Ongoing	Edgar	Live Oak	Pitre
Ongoing	Gale	Roxton	St. Joseph
Ongoing	Gist Lane	Marilyn	Dead End
Ongoing	Jackson	Center Circle	W. Lee
Ongoing	Kellison	Maplewood	Dead End
Ongoing	Kingston	Maplewood	Dead End
Ongoing	Kyle	N. Crocker	Dead End
Ongoing	Palmetto	E. Burton	Sherwood
Ongoing	West Lee	Dubach	Center Ave
Ongoing	Ward	S. Hazel	Madison
2024-2025	Lincoln	Full	Limits
2024-2025	O'Quain	Perry	Lewis
2024-2025	Perry	O'Quain	E. Carlton
2024-2025	Patton Street	City Limits	
2024-2025	S. Irwin	E. Napoleon	Foreman
2025-2026	N. Rose Park	Post Oak	Rosary
2025-2026	Morgan	E. Burton Street	S. Mimosa Drive
2025-2026	Mackey	W. Burton	W. Verdine
2025-2026	Vine	Ward	Maplewood
2025-2026	St. Joseph	Gale	West to End
2025-2026	Hildebrandt	E. Burton	E. Lincoln
2025-2026	Bowmer	S. Hazel	Vine
2025-2026	Poplar Street	Maplewood	Dead End
2026-2027	N. Johnson	Burton	Vincent
2026-2027	N. Shasta	Maplewood	Rhua
2026-2027	Loretto	Maplewood	Taylor
2026-2027	Augustine	Palermo	Tammy
2026-2027	Horseshoe	Maplewood	Maplewood
2027-2028	Rio Hondo	Cherokee	Fairview
2027-2028	Quelqueshoe	Cherokee	Fairview
2027-2028	Cherokee	Madison	Rio Hondo
2027-2028	Royal Oak	Post Oak	Dead End
2027-2028	N. Lebanon	Lebanon	S. Hazel
2027-2028	S. Lebanon	Lebanon	S. Hazel
2027-2028	Burton St.	Full	Limits
2027-2028	Lebanon	S. Lebanon	N. Lebanon

CITY OF SULPHUR  
CAPITAL IMPROVEMENT PLAN  
2024-2029 Concrete Rehabilitation Projects

CIP Category	Project	Limit One	Limit Two
Ongoing	Maplewood Drive Rehababilitation		
2023-2024	Navarre Street	Reeds Metals	Saunier
2023-2024	Ruth	E. Elizabeth	Cypress
2023-2024	Cypress	Maplewood	
2024-2025	Phillips	Picard	McArthur
2024-2025	Taylor	Mathilda	Lightning
2024-2025	E. Elizabeth	Wasey	Willow
2024-2025	Mulbery Road	Center Circle	Magnolia
2024-2025	Saunier Panel Patching		
2025-2026	Leland	Drost	Ruth
2025-2026	Diane	Maplewood	Maplewood

ORDINANCE GRANTING A REZONE TO CARL HARDY FROM  
RESIDENTIAL TO BUSINESS FOR PROPERTY LOCATED ON THE  
NORTHEAST CORNER OF BEGLIS PARKWAY AND MISSISSIPPI STREET.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a rezone to Carl Hardy from Residential to Business for property located on the northeast corner of Beglis Parkway and Mississippi Street for the following described property:

A PORTION OF LOT 159 OF BLOCK 3 OF WEST POINT SUBDIVISION, PART C, A SUBDIVISION LOCATED IN SECTION 35, TOWSHIP 9 SOUTH, RANGE 10 WEST, MORE PARTICULARLY DESCRIBED AS A PORTION OF PARCEL #6-3 AND BEGINNING ON THE SOUTHEASTERLY LINE OF LOT 159 OF BLOCK 3 OF SAID SUBDIVISION, BEING THE INTERSECTOIN OF THE NORTHEASTERLY RIGHT OF WAY LINE AND THE WESTERLY EXISTING RIGHT OF WAY LINE OF TEXAS STREET, THENCE WEST 92 FEET, THENCE NORTH 54 DEGREES WEST 40.21 FEET TO THE EASTERLY EXISTING RIGHT OF WAY LINE OF ARIZONA STREET, THENCE NORTH 52.45 FEET TO THE NORTHWEST CORNER OF LOT 159, THENCE EAST 125 FEET TO THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTH 75.45 FEET TO THE POINT OF BEGINNING, CONTAINING 0.21 ACRES MORE OR LESS, TOGETHER WITH ALL IMPROVEMENTS SITUATED THEREON.

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

1. A 6-foot privacy fence shall be along the north and east property lines.
2. Shall maintain a 6-foot-wide buffer yard along the north and east property lines.
3. Shall develop a drainage plan and have it approved as part of the permit process.
4. Access shall be limited to Beglis Parkway and Mississippi Road.

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

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

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

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

BE IT FURTHEREST ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a rezone to Carl Hardy from Residential to Business for property located on the northeast corner of Beglis Parkway and Mississippi Street with the above stipulations.

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

\_\_\_\_\_  
, Chairman

I HEREBY CERTIFY that the  
foregoing Ordinance has been  
presented to the Mayor on this  
\_\_\_\_\_ day of \_\_\_\_\_,  
2024, at \_\_\_\_\_ o'clock \_\_\_\_\_.m.

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

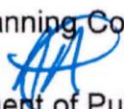
I HEREBY CERTIFY that I have received  
from the Mayor at \_\_\_\_\_ o'clock \_\_\_\_\_.m.  
on this \_\_\_\_\_ day of \_\_\_\_\_,  
2024, the foregoing ordinance which has  
approved/vetoed by the Mayor.

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





# Memo

To: Land Use and Planning Commissioners  
From: Austin Abrahams   
Director, Department of Public Works  
CC: Arlene Blanchard, Mayor Mike Danahay  
Date: 4/8/2024  
Re: **Lot 169 of West Point Subdivision** - Rezone Request

---

Comments: **Application:**

Carl Hardy has requested a rezoning of the referenced area from ***Residential District*** to ***Business District***.

**Findings:**

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

1. The Application appears substantially complete.
  2. The considered area is bordered by ***developed land***.
  3. The considered area is bordered by land zoned ***Residential and Business***.
  4. ***Residential*** land use for commercial activity is restricted to Home Occupations, Day Care and Neighborhood Commercial establishments.
  5. The nearest, contiguously zoned ***Business*** land use area is on the south side of Mississippi, across the street from subject lot.
  6. The request to amend the land use map will not constitute "spot zoning".
-



- 
7. The considered area is considered a future business corridor under City of Sulphur Master Plan

**Recommendations:**

With the Master Plan encouraging a **Business** corridor in the vicinity, a recommendation for rezoning **can** be made.

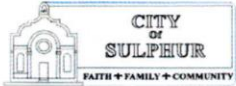
The following stipulations or restrictions are suggested:

- a. 6' privacy fence along north and east property lines
  - b. Maintain 6' wide buffer yard along north and east property lines
  - c. Develop a drainage plan and have it approved as part of the Permit process
  - d. Access limited to Beglis Parkway and Mississippi Street
-

Lot 169 of West Point Sub.







CITY OF SULPHUR  
APPLICATION FOR  
DEVELOPMENT APPROVAL

Date Received \_\_\_\_\_ \$50.00 Fee (Non-Refundable) pd  
(Exact cash or check only)

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

PRINT NAME CARL HARDY DATE 2/27/24

PROPERTY OWNER INFORMATION

Name of Property Owner Carl Hardy  
(Owner must provide proof of ownership such as property tax record or recorded deed)  
Mailing Address: 3401 City: Sulphur State: Sa Email: carlhardy88@yahoo.com  
Physical Address: 3401 Maple Wood Dr. City: Sulphur State: Sa  
Phone Number (H) \_\_\_\_\_ (W) 337-485-4088 (C) \_\_\_\_\_

PROPERTY INFORMATION

Location Address: North east corner of Beglis and Mississippi  
Present Zoned Classification: Residential

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

See attached

DO YOU CURRENTLY HAVE ANY PENDING VIOLATION WITH ANY ORDINANCE OF THE CITY OF SULPHUR YES ☒ NO ☐  
YOU, OR A REPRESENTATIVE, MUST ATTEND BOTH LAND USE AND CITY COUNCIL MEETING INITIAL C.H

REQUEST INFORMATION

☒ REZONE ☐ EXCEPTION ☐ SUBDIVISION ☐ BILLBOARD ☐ PRE. PLAT ☐ FINAL PLAT  
☐ DOES REZONE REQUIRE FENCING NAME OF SUBDIVISION \_\_\_\_\_

Zoning Change: From Residential To Business  
Purpose of Request: For future use as business

I do hereby understand that no petition for a change in the classification of property shall be filed unless such petition is duly signed and acknowledged by the owners of authorized agents of not less than fifty (50) percent of the area of land for which a change of classification is requested; provided however, that where any lot located in the aforesaid area is owned in division, all co-owners must sign the petition for that lot to be included in the fifty (50) percent area provision, as stated in the City of Sulphur Land Use Ordinance, Number 541, M-C Series.

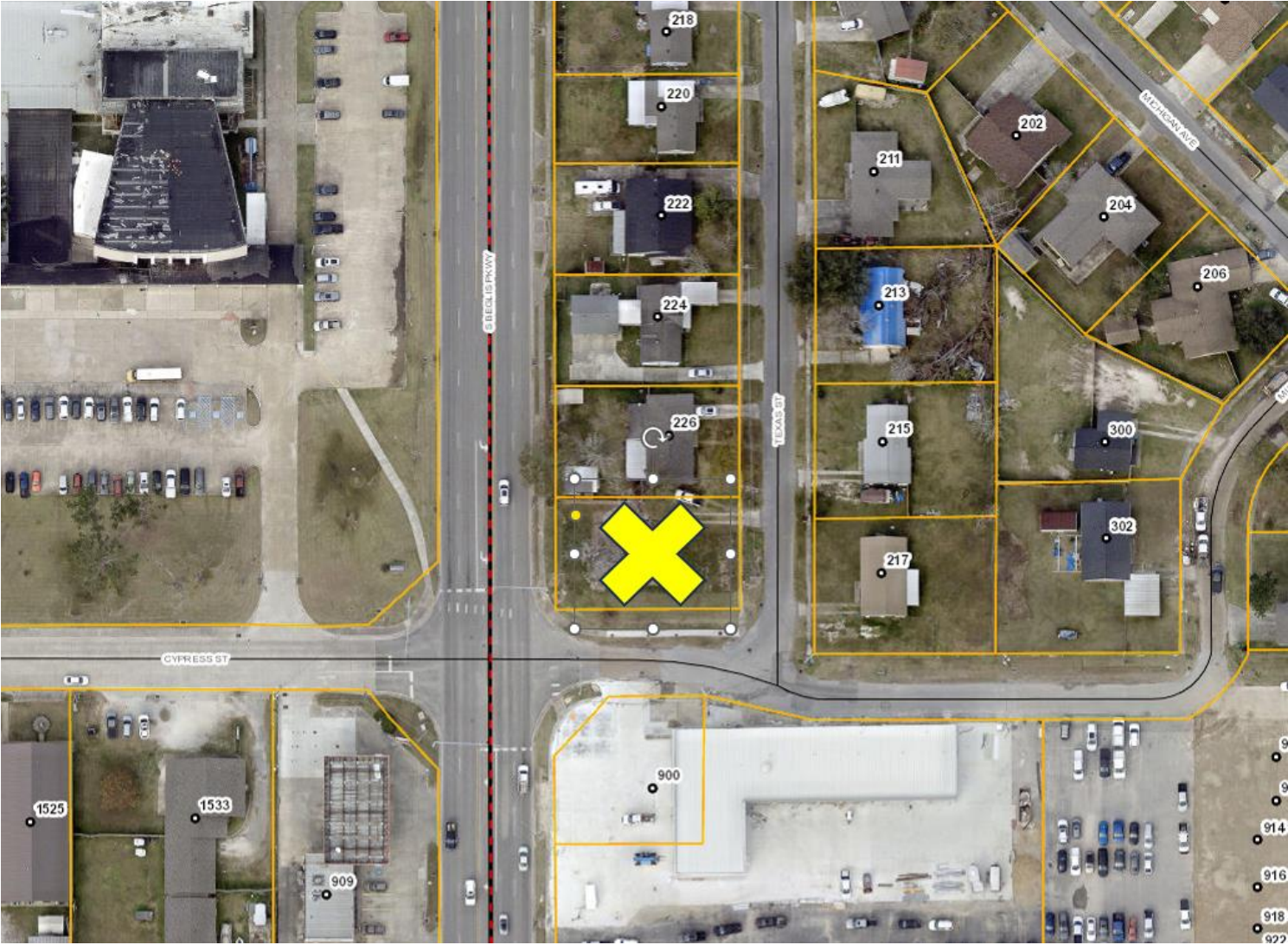
Further, I do certify that the property for which the above request is being made does not hold any restrictions or covenants that would be in conflict with said request.

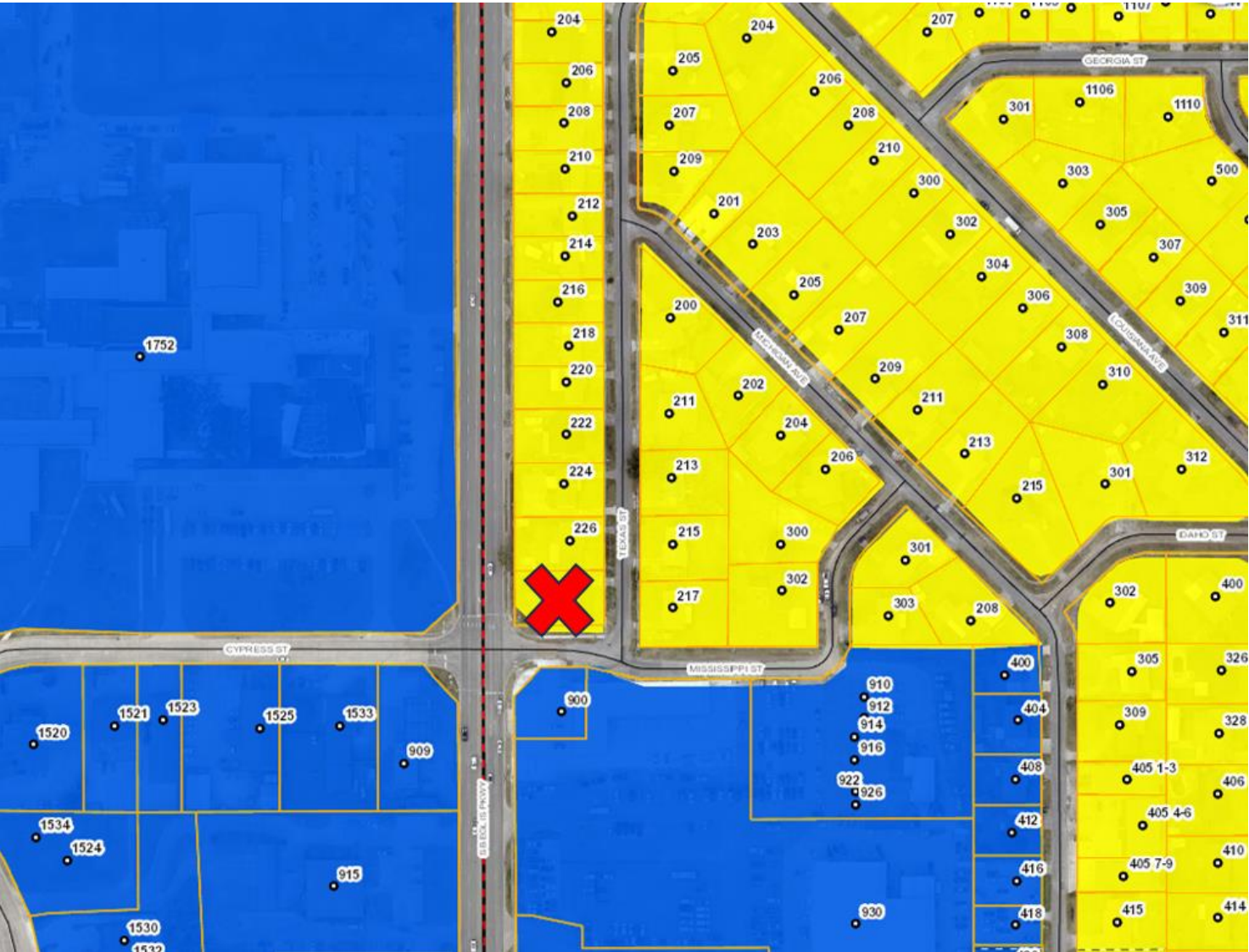
Furthermore, I, the applicant agree to dispose of the Land Use sign(s) placed on my property after the public hearing.

Applicant Signature: Carl Hardy Date: 2/22/24

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











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

ORDINANCE AUTHORIZING MAYOR DANAHAHAY TO SIGN BUY/SELL AGREEMENT WITH ANNISKA DAWN CELESTINE FOR PROPERTY LOCATED AT 511 MAPLE 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 Anniska Dawn Celestine for property bearing municipal address of 511 Maple Street, Sulphur, Louisiana is more fully described as follows, to-wit:

COM SE COR LOT 22 BLK A GEORGE LOCK SUB OF N/2 SE AND S/2 NE 34.9.10, TH W 222.8 FT, N 46.7 FT, E 111.4 FT, S 34.7 FT, E 111.4 FT, S 12 FT TO COM

BE IT FURTHER ORDAINED that said property shall not exceed appraised value of thirteen thousand dollars (\$13,000.00)

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

511 Maple Street Sulphur LA 70663 4/8/2024  
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
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:** I / We offer and agree to Buy / Sell the property at:

(Municipal Address) 511 Maple Street  
City Sulphur ; Zip 70663 ; Parish Calcasieu ; Louisiana,  
(Legal Description) Com SE Cor of Lot 22 Blk A George Lock Sub of N/2 of SE and S/2 of NE 34.9.10,  
Th @ 222.8 ft, N 46.7 Ft, E 111.4 ft, S 34.7 ft, E 111.4 ft, S 12 ft to Com;

on lands and grounds measuring approximately (# 12 x 111.4 x 34.7 x 111.4 x 46.7 m/l ) 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  
Thirteen Thousand (\$ 13,000.00 ) (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 June 14th, 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*):

- |   |  |
|---|--|
| <input type="checkbox"/> Fixed Rate Mortgage      | <input type="checkbox"/> FHA Insured Mortgage  |
| <input type="checkbox"/> Adjustable Rate Mortgage | <input type="checkbox"/> Owner Financing       |
| <input type="checkbox"/> Rural Development        | <input type="checkbox"/> Bond Financing        |
| <input type="checkbox"/> VA Guaranteed Mortgage   | <input type="checkbox"/> Conventional Mortgage |
| <input type="checkbox"/> 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: \_\_\_\_\_ 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

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

96  
97 **PRORATIONS, SPECIAL ASSESSMENTS, AND OTHER COSTS:** Real estate taxes, flood insurance premiums if  
98 assumed, rents, condominium dues, special assessments, homeowners' associations dues, and/or substantially  
99 similar dues or other costs for the current year shall be prorated through the date of the Act of Sale. Act of Sale  
100 costs, abstracting costs, title search, title insurance, and other costs required to obtain financing shall be paid by  
101 the BUYER, unless otherwise expressly provided for by the parties pursuant to a written agreement.

102  
103 All necessary tax, mortgage, conveyance, release certificates or cancellations, and the SELLER closing fees, if any,  
104 shall be paid by the SELLER. On or before the date of the Act of Sale, the SELLER shall also pay all previous years'  
105 taxes, special assessments, condominium dues, homeowners' associations dues, and/or substantially similar dues  
106 or other costs, which were incurred or bear against the Property prior to the Act of Sale, unless otherwise  
107 expressly provided for by the parties pursuant to a written agreement.

108  
109 For this Agreement, "special assessment" includes but is not limited to any assessment levied against the Property  
110 for payment of local improvement costs by state or local governmental authorities, political subdivisions, quasi-  
111 public bodies, or other public or private entities pursuant to agreement, contract, or law.

112  
113 **APPRAISAL:** ☐ This sale is NOT conditioned on appraisal. ☒ This sale IS conditioned on the appraisal of the  
114 Property being not less than the Sale Price. The SELLER agrees to provide the utilities and access for appraisals. If  
115 the appraised value of the Property is equal to or greater than the Sale Price, the BUYER shall pay the Sale Price  
116 agreed upon prior to the appraisal. If the appraised value is less than the Sale Price, the BUYER shall provide the  
117 SELLER with a copy of the appraisal within \_\_\_\_\_ (# \_\_\_\_\_) calendar days of receipt of  
118 same, along with the BUYER'S written request for the SELLER to reduce the Sale Price. Within  
119 \_\_\_\_\_ (# \_\_\_\_\_) calendar days after the SELLER'S receipt of such written documentation  
120 of the appraised value, the BUYER shall have the option to pay the Sale Price agreed upon prior to the appraisal  
121 or to void this Agreement unless the SELLER agrees in writing to reduce the Sale Price to the appraised value or  
122 all parties agree to a new Sale Price.

123  
124 **DEPOSIT:** Upon acceptance of this offer, or any attached counteroffer, the SELLER and the BUYER shall be bound  
125 by all terms and conditions of this Agreement, and the BUYER or the BUYER'S agent shall deliver **within 72 hours**,  
126 upon notice of acceptance of the offer, the BUYER'S deposit (the "Deposit") in the amount of  
127 \_\_\_\_\_ (\$ \_\_\_\_\_) or \_\_\_\_\_ ( \_\_\_\_\_ %) of the Sale Price to be paid in  
128 the form of:

129 ☐ Cash \_\_\_\_\_ (\$ \_\_\_\_\_) ☐ Certified Funds \_\_\_\_\_ (\$ \_\_\_\_\_)

130 ☐ Check \_\_\_\_\_ (\$ \_\_\_\_\_) ☐ Electronic Transfer \_\_\_\_\_ (\$ \_\_\_\_\_)

131 ☐ No Deposit

132  
133 The Deposit shall be held by ☐ Listing Broker ☐ Selling Broker ☐ Other \_\_\_\_\_

134  
135 **DEPOSIT HELD BY THIRD PARTY:** Louisiana Administrative Code Title 46, Part LXVII Section 2717 requires that  
136 funds received in a real estate sales transaction shall be deposited in the appropriate sales escrow checking  
137 account, rental trust checking account or security deposit trust checking account of the listing or managing  
138 broker ("Broker") unless all parties having an interest in the funds have agreed otherwise in writing. I agree to  
139 have the Deposit related to this transaction to be held by a third party and not in a sales escrow account  
140 maintained by the Broker. I understand that the Louisiana Real Estate Commission may not have jurisdiction

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

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





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

DATE

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

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

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

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

**OPTION 1:**

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

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

**OPTION 2:**

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

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

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

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

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

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

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

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

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

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

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

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

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





PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

DATE

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

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

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

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

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

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

**PRIVATE WATER/SEWERAGE:**

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

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

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

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

**HOME SERVICE/WARRANTY:**

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

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

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

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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 \_\_\_\_\_ (# 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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BUYER'S Initials: \_\_\_\_\_  
BUYER'S Initials: \_\_\_\_\_

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





PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

DATE

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:**

Purchase is contingent on Appraisal which has been received by the City of Sulphur on 2/12/24 for the value of \$13,000.00;

**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

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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: \_\_\_\_\_

BUYER'S Initials: \_\_\_\_\_BUYER'S Initials: \_\_\_\_\_SELLER'S Initials: \_\_\_\_\_SELLER'S Initials: \_\_\_\_\_



EXPIRATION OF OFFER:

This offer is binding and irrevocable until April 19th, 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/Time

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 NOON

This offer is: Accepted Rejected (without counter) Countered (see attached counter) by:

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)

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

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

This offer was presented to the Seller Buyer by

Day/ Date/ Time AM PM NOON

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



## APPRAISAL OF REAL PROPERTY



### LOCATED AT

511 Maple St  
Sulphur, LA 70663  
See attached addenda.

### FOR

City of Sulphur  
101 N Huntington St  
Sulphur, LA 70663

### OPINION OF VALUE

13,000

### AS OF

02/12/2024

### BY

Linda L. Washam  
Lake Area Appraisal Firm  
3611 Kirkman Street  
Lake Charles, LA 70607  
337-274-0856m;337-602-6222o  
lakeareaappraisalfirm@gmail.com  
www.lakeareaappraisalfirm.com

Lake Area Appraisal Firm  
3611 Kirkman Street  
Lake Charles, LA 70607  
337-274-0856m;337-602-6222o  
www.lakeareaappraisalfirm.com

02/28/2024

Ashley Dickerson  
City of Sulphur  
101 N Huntington St  
Sulphur, LA 70663

Re: Property: 511 Maple St  
Sulphur, LA 70663  
Borrower: N/A  
File No.: 202402016AJ

Opinion of Value: \$ 13,000  
Effective Date: 02/12/2024

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely, [esign.alamode.com/verify](https://esign.alamode.com/verify) Serial 7C28312F

*Linda L. Washam*

Linda L. Washam  
Louisiana Certified Residential Real Estate Appraiser  
License or Certification #: 2110  
State: LA Expires: 12/31/2024  
lakeareaappraisalfirm@gmail.com

*Linda L. Washam*  
Serial# 7C28312F  
esign.alamode.com/verify

Client	City of Sulphur			File No. 202402016AJ		
Property Address	511 Maple St					
City	Sulphur	County	Calcasieu	State	LA	Zip Code 70663
Lender/Client	City of Sulphur					

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Client	City of Sulphur	File No.	202402016AJ
Property Address	511 Maple St		
City	Sulphur	County	Calcasieu
		State	LA
Lender/Client	City of Sulphur	Zip Code	70663

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

☐ Appraisal Report (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)

☒ Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

**Reasonable Exposure Time** (USPAP defines Exposure Time as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.)

My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is: 3-6

Given prudent marketing efforts are made. The average DOM for the comparable sales utilized was rounded up to 54, and the average DOM for the Market Conditions Addendum is 92 with a Median DOM of 60. The subject is expected to fall within this range.

Comments on Appraisal and Report Identification

Note any USPAP-related issues requiring disclosure and any state mandated requirements:

The intended user of this appraisal report is City of Sulphur. The intended use is to evaluate the property that is the subject of this appraisal to determine the current market value, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal form, and Definition of Market Value. No additional intended users are identified by the appraiser. Any other party receiving a copy of this report, for any reason, is not considered to be identified as an intended user by the appraiser. The appraiser-client relationship is not extended to parties not identified as intended users in this appraisal report.

This report is not intended for the use of securing a mortgage finance transaction.

I certify that, to the best of my knowledge and belief: I have NOT performed any prior services regarding the subject property, as an appraiser, or in any other capacity, within the 3 years prior immediately preceding acceptance of this appraisal assignment. The appraiser has no personal interest in the subject property or the outcome of this transaction.

esign.alamode.com/verifySerial 7C28312F

<b>APPRAISER:</b>	<b>SUPERVISORY or CO-APPRAISER (if applicable):</b>
Signature: 	Signature: _____
Name: Linda L. Washam	Name: _____
Louisiana Certified Residential Real Estate Appraiser	
State Certification #: 2110	State Certification #: _____
or State License #: _____	or State License #: _____
State: LA Expiration Date of Certification or License: 12/31/2024	State: _____ Expiration Date of Certification or License: _____
Date of Signature and Report: 02/28/2024	Date of Signature: _____
Effective Date of Appraisal: 02/12/2024	
Inspection of Subject: <input type="checkbox"/> None <input checked="" type="checkbox"/> Interior and Exterior <input type="checkbox"/> Exterior-Only	Inspection of Subject: <input type="checkbox"/> None <input type="checkbox"/> Interior <input type="checkbox"/> Exterior-Only
Date of Inspection (if applicable): 02/12/2024	Date of Inspection (if applicable): _____



LAND APPRAISAL REPORT

File No.: 202402016AJ


Property Address: 511 Maple St		City: Sulphur		State: LA		Zip Code: 70663																																																																																					
County: Calcasieu		Legal Description: See attached addenda.																																																																																									
SUBJECT	Assessor's Parcel #: 00623679		Tax Year: 2024		R.E. Taxes: \$ 112		Special Assessments: \$ 0																																																																																				
	Market Area Name: Lock, George Blk A		Map Reference: 29340		Census Tract: 0030.00																																																																																						
	Current Owner of Record: Anniska Celestine		Borrower (if applicable): N/A																																																																																								
	Project Type (if applicable): <input type="checkbox"/> PUD <input type="checkbox"/> De Minimis PUD <input type="checkbox"/> Other (describe)		HOA: \$ 0 <input type="checkbox"/> per year <input type="checkbox"/> per month																																																																																								
	Are there any existing improvements to the property? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		If Yes, indicate current occupancy: <input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Vacant <input type="checkbox"/> Not habitable																																																																																								
ASSIGNMENT	If Yes, give a brief description: The structures on the property are not habitable, nor is it considered financially feasible to repair the structure due to limitations of size of the site and limited access.																																																																																										
	The purpose of this appraisal is to develop an opinion of: <input checked="" type="checkbox"/> Market Value (as defined), or <input type="checkbox"/> other type of value (describe)																																																																																										
	This report reflects the following value (if not Current, see comments): <input checked="" type="checkbox"/> Current (the Inspection Date is the Effective Date) <input type="checkbox"/> Retrospective <input type="checkbox"/> Prospective																																																																																										
	Property Rights Appraised: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Leased Fee <input type="checkbox"/> Other (describe)																																																																																										
	Intended Use: The intended use is to evaluate the property that is the subject of this appraisal to determined the current market value, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal form, and Definition of Market Value.																																																																																										
Intended User(s) (by name or type): City of Sulphur																																																																																											
MARKET AREA DESCRIPTION	Client: City of Sulphur		Address: 101 N Huntington St, Sulphur, LA 70663																																																																																								
	Appraiser: Linda L. Washam		Address: 3611 Kirkman Street, Lake Charles, LA 70607																																																																																								
	Location: <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban <input type="checkbox"/> Rural		Predominant Occupancy		One-Unit Housing		Present Land Use																																																																																				
	Built up: <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%		<input checked="" type="checkbox"/> Owner		PRICE \$ (000)		One-Unit 90 %																																																																																				
	Growth rate: <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow		<input type="checkbox"/> Tenant		AGE (yrs)		<input checked="" type="checkbox"/> Not Likely																																																																																				
Property values: <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining		<input checked="" type="checkbox"/> Vacant (0-5%)		20 Low 1		<input type="checkbox"/> Likely * <input type="checkbox"/> In Process *																																																																																					
Demand/supply: <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply		<input type="checkbox"/> Vacant (>5%)		285 High 104		* To: _____																																																																																					
Marketing time: <input type="checkbox"/> Under 3 Mos. <input checked="" type="checkbox"/> 3-6 Mos. <input type="checkbox"/> Over 6 Mos.		150 Pred 65		Comm'l 10 %																																																																																							
Factors Affecting Marketability																																																																																											
<table><tr><td>Item</td><td>Good</td><td>Average</td><td>Fair</td><td>Poor</td><td>N/A</td><td>Item</td><td>Good</td><td>Average</td><td>Fair</td><td>Poor</td><td>N/A</td></tr><tr><td>Employment Stability</td><td><input checked="" type="checkbox"/></td><td></td><td></td><td></td><td></td><td>Adequacy of Utilities</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td></td><td></td><td></td></tr><tr><td>Convenience to Employment</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td></td><td></td><td></td><td>Property Compatibility</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td></td><td></td><td></td></tr><tr><td>Convenience to Shopping</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td></td><td></td><td></td><td>Protection from Detrimental Conditions</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td></td><td></td><td></td></tr><tr><td>Convenience to Schools</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td></td><td></td><td></td><td>Police and Fire Protection</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td></td><td></td><td></td></tr><tr><td>Adequacy of Public Transportation</td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td></td><td></td><td><input checked="" type="checkbox"/></td><td>General Appearance of Properties</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td></td><td></td><td></td></tr><tr><td>Recreational Facilities</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td></td><td></td><td></td><td>Appeal to Market</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td></td><td></td><td></td></tr></table>								Item	Good	Average	Fair	Poor	N/A	Item	Good	Average	Fair	Poor	N/A	Employment Stability	<input checked="" type="checkbox"/>					Adequacy of Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>				Convenience to Employment	<input type="checkbox"/>	<input checked="" type="checkbox"/>				Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>				Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>				Protection from Detrimental Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>				Convenience to Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>				Police and Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>				Adequacy of Public Transportation	<input type="checkbox"/>	<input type="checkbox"/>			<input checked="" type="checkbox"/>	General Appearance of Properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>				Recreational Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>				Appeal to Market	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Item	Good	Average	Fair	Poor	N/A	Item	Good	Average	Fair	Poor	N/A																																																																																
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Recreational Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>				Appeal to Market	<input type="checkbox"/>	<input checked="" type="checkbox"/>																																																																																			
Market Area Comments: Market conditions are noted as overall stable with no significant indication of increasing or decreasing trends over the previous 12 months prior to the effective date of this report.																																																																																											
Dimensions: 12x111.4x34.7x111.4x46.7																																																																																											
Zoning Classification: MR		Description: Mixed Residential		Site Area: 6,539 Sq.Ft.																																																																																							
Do present improvements comply with existing zoning requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No Improvements																																																																																											
Uses allowed under current zoning: Visible improvements consist of the remnants of a hurricane destroyed dwelling, and utilities. Mixed Residential is noted as the current zoning.																																																																																											
Are CC&Rs applicable? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown Have the documents been reviewed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Ground Rent (if applicable) \$ _____ / _____																																																																																											
Comments: CC&R's if applicable are not available via a typical course of business.																																																																																											
Highest & Best Use as improved: <input type="checkbox"/> Present use, or <input checked="" type="checkbox"/> Other use (explain) Highest and best use is Single Family Residence																																																																																											
Actual Use as of Effective Date: Single Family Residence Use as appraised in this report: Vacant Land/Residential																																																																																											
Summary of Highest & Best Use: Highest and best use of this property is considered to be single family residential. VACANT LAND ONLY																																																																																											
SITE DESCRIPTION	Utilities		Public		Other		Provider/Description																																																																																				
	Electricity		<input checked="" type="checkbox"/>		<input type="checkbox"/>		Entergy																																																																																				
	Gas		<input type="checkbox"/>		<input type="checkbox"/>		None																																																																																				
	Water		<input checked="" type="checkbox"/>		<input type="checkbox"/>		City																																																																																				
	Sanitary Sewer		<input type="checkbox"/>		<input checked="" type="checkbox"/>		Mechanical																																																																																				
Storm Sewer		<input checked="" type="checkbox"/>		<input type="checkbox"/>		City																																																																																					
Telephone		<input checked="" type="checkbox"/>		<input type="checkbox"/>		Open Market																																																																																					
Multimedia		<input checked="" type="checkbox"/>		<input type="checkbox"/>		Open Market																																																																																					
Off-site Improvements		Type		Public		Private																																																																																					
Street		Public		<input checked="" type="checkbox"/>		<input type="checkbox"/>																																																																																					
Width		2-lane																																																																																									
Surface		Asphalt																																																																																									
Curb/Gutter		None		<input type="checkbox"/>		<input type="checkbox"/>																																																																																					
Sidewalk		None		<input type="checkbox"/>		<input type="checkbox"/>																																																																																					
Street Lights		Incandescent		<input checked="" type="checkbox"/>		<input type="checkbox"/>																																																																																					
Alley		None		<input type="checkbox"/>		<input type="checkbox"/>																																																																																					
Other site elements: <input checked="" type="checkbox"/> Inside Lot <input type="checkbox"/> Corner Lot <input type="checkbox"/> Cul de Sac <input type="checkbox"/> Underground Utilities <input type="checkbox"/> Other (describe)																																																																																											
FEMA Spec'l Flood Hazard Area <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		FEMA Flood Zone X		FEMA Map # 22019C0451F		FEMA Map Date 2/18/2011																																																																																					
Site Comments: There were no noted adverse site condition as of the effective date of this appraisal report. Subject is located in FEMA flood zone X and flood insurance may not be required. No warranties are made as to the accuracy of the flood zone information, zoning or site dimensions which are provided by parish municipalities and other government agencies. The subject property is current listed for sale.																																																																																											





## LAND APPRAISAL REPORT

File No.: 202402016AJ

TRANSFER HISTORY	My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.				
	Data Source(s): Tax Assessor/SWLA Board of Realtors				
	1st Prior Subject Sale/Transfer		Analysis of sale/transfer history and/or any current agreement of sale/listing: No sales of the subject property were found within the last 3 years of the effective date of this appraisal report. There are no known sales of the provided comparable sales within the last 12 months prior to the effective date of this appraisal report.		
	Date:				
TRANSFER HISTORY	2nd Prior Subject Sale/Transfer				
	Date:				
	Price:				
	Source(s):				
SALES COMPARISON APPROACH	FEATURE	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
	Address	511 Maple St Sulphur, LA 70663	2209 Carr Ln Sulphur, LA 70663	215 W Thomas St Sulphur, LA 70663	1125 N Huntington St Sulphur, LA 70663
	Proximity to Subject		1.01 miles E	0.63 miles W	1.08 miles NW
	Sale Price	\$	\$ 17,000	\$ 10,000	\$ 12,000
	Price/ Sq.Ft.	\$ 2.17	\$ 2.00	\$ 1.72	
	Data Source(s)	SWL23007198	SWL23002599;DOM 1	SWL23005193;DOM 154	SWL23000210;DOM 6
	Verification Source(s)	MLS/Public Record	MLS/Public Record	MLS/Public Record	MLS/Public Record
	VALUE ADJUSTMENT	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
	Sales or Financing		ArmLth	ArmLth	ArmLth
	Concessions		Cash;0	Unreported;0	Cash;0
	Date of Sale/Time		s05/23;c04/23	s01/24;c01/24	s09/23;c07/23
	Rights Appraised	Fee Simple	Fee Simple	Fee Simple	Fee Simple
	Location	N;Res;Mix	N;Res;Mix	N;Res;Bus	N;Res;Mix
	Site Area (in Sq.Ft.)	6,539	7,841	5,000	6,970
	Utilities	Yes	Yes	No	Yes
GBA	1705 sf	None	None	None	
SALES COMPARISON APPROACH	Net Adjustment (Total, in \$)	<input type="checkbox"/> + <input type="checkbox"/> - \$	<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 500	<input type="checkbox"/> + <input type="checkbox"/> - \$	
	Net Adjustment (Total, in \$ / Sq.Ft.)	Net %	Net 5.0 % (\$ 0.1 /Sq.Ft.)	Net %	
	Adjusted Sale Price (in \$ / Sq.Ft.)	Gross % \$ 2.17	Gross 5.0 % \$ 2.1	Gross % \$ 1.72	
PUD	Summary of Sales Comparison Approach Three sales were located that offer similar size to the subject. No sales were noted that offer similar limited access offered by the subject site up to just over one mile distance. The subject site is accessible via a long narrow driveway only. Access is considered to be diminished due to the reported 12 foot width of the driveway.				
	A local contractor was contacted in regards to an estimate to raze the structure. Depending on structure construction material, the cost to demo and haul off is \$10-\$15 per sq ft under roof. The subject is approximately 1,705 sq ft under roof. Estimated cost is \$17,050 - \$34,100.				
	NO sales were located within the city limits that offer sites with structures that required demolition. Per the contracted verbal quote, the cost to destroy and haul off the structure is greater than the final opinion of market value. The structure was given no consideration of value.				
	Market sales indicated a price of \$1.72-\$2.17 per sq ft and were reconciled at a rate of \$2.00 per foot for the site. The final opinion of value is lower than the current listed asking price.				
	PROJECT INFORMATION FOR PUDs (if applicable) <input type="checkbox"/> The Subject is part of a Planned Unit Development.				
	Legal Name of Project:				
	Describe common elements and recreational facilities:				
	RECONCILIATION	Indicated Value by: Sales Comparison Approach \$ 13,078 or \$ 2.00 per Sq.Ft.			
Final Reconciliation See General Text Addendum.					
This appraisal is made <input checked="" type="checkbox"/> "as is", or <input type="checkbox"/> subject to the following conditions:					
ATTACH.	<input checked="" type="checkbox"/> This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.				
	Based upon an inspection of the subject property, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: \$ 13,000, as of: 02/12/2024, which is the effective date of this appraisal.				
	If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.				
SIGNATURES	A true and complete copy of this report contains 24 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report, which contains the following attached exhibits: <input checked="" type="checkbox"/> Scope of Work				
	<input checked="" type="checkbox"/> Limiting cond./Certifications <input checked="" type="checkbox"/> Narrative Addendum <input checked="" type="checkbox"/> Location Map(s) <input checked="" type="checkbox"/> Flood Addendum <input type="checkbox"/> Additional Sales				
	<input checked="" type="checkbox"/> Photo Addenda <input checked="" type="checkbox"/> Parcel Map <input checked="" type="checkbox"/> Hypothetical Conditions <input checked="" type="checkbox"/> Extraordinary Assumptions <input type="checkbox"/>				
SIGNATURES	Client Contact: Ashley Dickerson E-Mail: adickerson@cityofsulphur.org		Client Name: City of Sulphur Address: 101 N Huntington St, Sulphur, LA 70663		
	APPRaiser		SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)		
					
	Appraiser Name: Linda L. Washam		Supervisory or Co-Appraiser Name:		
	Company: Lake Area Appraisal Firm		Company:		
	Phone: 337-274-0856m;337-602-62 Fax: 888-475-4270		Phone: Fax:		
	E-Mail: lakeareaappraisalfirm@gmail.com		E-Mail:		
	Date of Report (Signature): 02/28/2024		Date of Report (Signature):		
	License or Certification #: 2110 State: LA		License or Certification #: State:		
	Designation: Louisiana Certified Residential Real Estate Appraiser		Designation:		
	Expiration Date of License or Certification: 12/31/2024		Expiration Date of License or Certification:		
	Inspection of Subject: <input checked="" type="checkbox"/> Did Inspect <input type="checkbox"/> Did Not Inspect (Desktop)		Inspection of Subject: <input type="checkbox"/> Did Inspect <input type="checkbox"/> Did Not Inspect		
	Date of Inspection: 02/12/2024		Date of Inspection:		





Supplemental Addendum

File No. 202402016AJ

Client	City of Sulphur				
Property Address	511 Maple St				
City	Sulphur	County	Calcasieu	State	LA Zip Code 70663
Lender/Client	City of Sulphur				

**Software Certification** - Any and all references in this (TOTAL) software regarding clients, intended users, intended use, definition of value, assignment conditions, relevant characteristics, scope or work performed, and/or any other conditions / assumptions relative to this assignment are superseded by data expressly entered by the appraiser, respectively.

**Definition/Source of Value** - The purpose of this report is to properly relay the appraisal analysis, opinions, and conclusions in a manner that is objective, impartial, and independent. The value being developed is the most common representation of this arena participant - market value. By definition, market value is the most probable price a property or properties should bring in an open competitive market under conditions requisite to a fair impartial sale where the buyer and seller are both acting knowledgeably and in their own best interest and assuming the price is not affected by unique stimulus or external forces. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: 1. The buyer and seller are typically motivated, 2. Both parties are knowledgeable and acting in their own best interests, 3. a reasonable time is allowed for the property to be exposed to an open and competitive sale arena, 4. Payment is made in terms of US cash or equivalent or in terms of financial arrangements comparable thereto, and 5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sale concessions granted by anyone associated with the sale. This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July and August 1990, by the Federal Reserve System (FRS), by the National Credit Union Administration, (NCUA), by the Federal Deposit Insurance Corporation (FDIC), by the Office of Comptroller of the Currency (OCC), and by the Office of Thrift Supervision (OTS), being further referenced in regulations jointly published in 1994.

**Intended User Certification:** The Intended User of this report is the client listed herein. The intended use is to a market value evaluation of the property that is the subject of this appraisal. No additional intended users are identified by the appraiser. See USPAP Identification.

I HAVE NO PRESENT OR PROSPECTIVE INTEREST IN THE PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AND HAVE NO PERSONAL INTEREST WITH RESPECT TO THE PARTIES INVOLVED WITH THIS REPORT.

No one including the intended user or 3rd party, should rely on these figures for insurance purposes.

No, employee, director, officer or agent of the lender, or any other third party acting as a joint venture partner, independent contractor, appraisal management company, or partner on behalf of the lender has influenced or attempted to influence the development, reporting, result or review of this assignment through coercion, extortion, collusion, compensation, instruction, inducement, intimidation, bribery or in any other manner. I have not been contacted by anyone other than the intended user (lender/client as identified on the first page of the report), borrower, or designated contact to make an appointment to enter the property. I agree to immediately report any unauthorized contacts either personally by phone or electronically.

**Scope of Work:** An exterior inspection of the subject property has been performed as of the effective date of this appraisal report. At a minimum, an exterior inspection was made of each of the comparable properties and listings. Appraiser work files were consulted for comparable information in the instances that a previous physical inspection occurred at the time of sale. The subject's immediate neighborhood was observed. A through search of the MLS, courthouse records and appraiser's work files was conducted during the course of comparable selection. All listings within the neighborhood boundaries determined by the appraiser were carefully analyzed to determine the most current market reactions and range of value for the subject property. Should acceptable comparable sales not be found within the immediate market area, competing market areas were examined. Adjustments for locational variances were applied when applicable. My analysis, opinions and conclusions are reported throughout the body of this appraisal report.

-- The subject property is located 12.7 miles from my office. This assignment requires geographic competency as part of the scope of work. I have spent sufficient time in the subjects market and understand the nuances of the local market and the supply and demand factors relating to the specific property type and the location involved. Such understanding will not be imparted solely from a consideration of specific data such as demographics, costs, sales and rentals. The necessary understanding of local market conditions provides the bridge between a sale and a comparable sale or a rental and a comparable rental

**Highest and Best Use Analysis:** In the site section on Page 1, highest and best use is reported to be Single Family Residence. Highest and best use is defined as the reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The subject, as improved and as vacant land, meets all necessary criteria due to market location, surrounding properties and current zoning restrictions.

**Extraordinary Assumptions** - The comparables used contain confidential information related to pricing, motivations, negotiations, concessions, fees, etc, that are not typically made known to those not a part of the agreement or closing. Even when provided an interview that confirms parts of a transaction, the values herein are based on the assumption that the data reported to the sources used is correct and reflects the specific marketable features. When more than one source is stated and there are differences in the levels/amounts of the features relevant for refinement, the source deemed most reliable and reflective of the comparable as of the date of that respective sale will be used for comparison.

The agreed fee for this report is: \$400.00

Estimate of market value regarding the Subject Property was derived according to the information obtained by Real Estate Professionals and Government Entities, such as Realtors, Brokers, Parish Tax Assessors, Clerks of Court and SWLA Multiple Service. Should factual information regarding the subject property or comparable sales conflict in anyway with what was provided by above mentioned parties as of the effective date of this report, the appraiser reserves the right to re-evaluate this report and adjust any information accordingly. Final opinion of value based on information provided and all information is assumed to be accurate as of the effective date of this report.

*Linda A. Matham*

Supplemental Addendum

File No. 202402016AJ

Client	City of Sulphur					
Property Address	511 Maple St					
City	Sulphur	County	Calcasieu	State	LA	Zip Code 70663
Lender/Client	City of Sulphur					

• Order Form: Legal Description

COM SE COR LOT 22 BLK A GEORGE LOCK SUB OF N/2 SE AND S/2 NE 34.9.10, TH W 222.8 FT, N 46.7 FT, E 111.4 FT, S34.7 FT, E 111.4 FT, S 12 FT TO COM

Sales recited are from the subject market area and are in acceptable proximity to the subject. They are the most recent and most comparable sales found, and considered the best market indicators as of the effective date of the appraisal report. All values affecting dissimilarities show no significant or quantifiable market reaction. A total sample of 7 was carefully observed with an initial farm list of over 32 listings. The indicated range of values brackets the final value opinion of the subject property. A weighted technique of distributing value was utilized in the final opinion of value. The final value was rounded.

"The appraiser has not identified any purchaser, borrower or seller as an intended user of this appraisal, and no such party should use or rely on this appraisal for any purpose. Such parties are advised to obtain an appraisal from an appraiser of their own choosing if they require an appraisal for their own use. Any reference to or use of this appraisal report by a purchaser, borrower or seller for their own purposes, including without limitation for the purposes of a property purchase decision or an appraisal contingency in a purchase agreement, is at such party's own risk and is not intended or authorized by the appraiser."



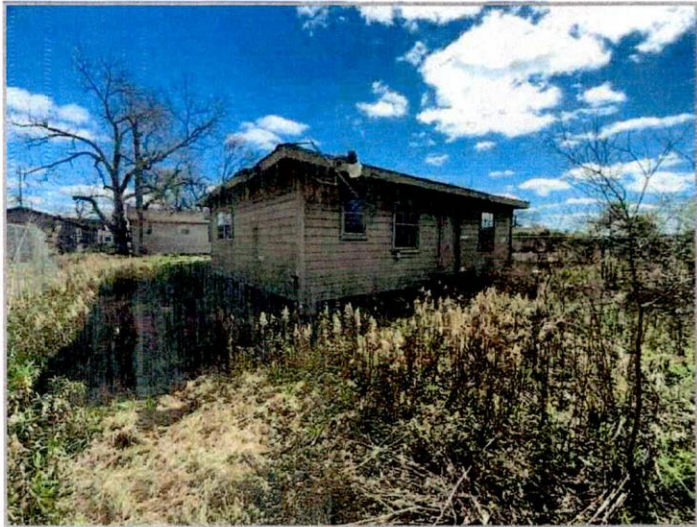
Subject Photo Page

Client	City of Sulphur				
Property Address	511 Maple St				
City	Sulphur	County	Calcasieu	State	LA Zip Code 70663
Lender/Client	City of Sulphur				

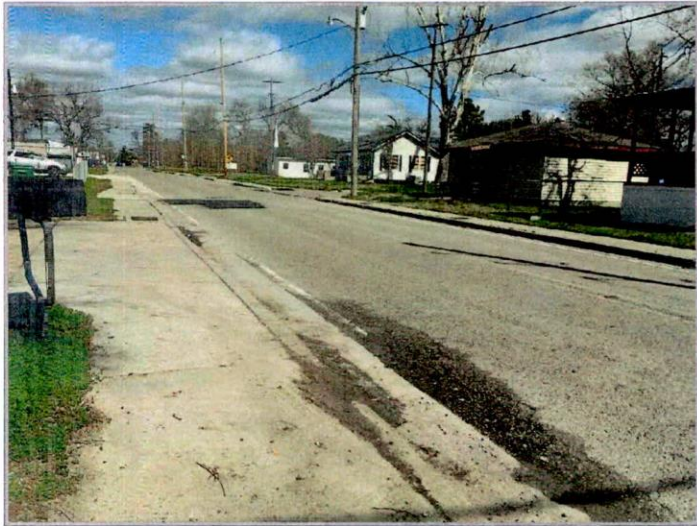


Subject Front

511 Maple St  
Sales Price  
Gross Living Area  
Total Rooms  
Total Bedrooms  
Total Bathrooms  
LocationN;Res;Mix  
View  
Site6,539  
Quality  
Age



Subject Rear

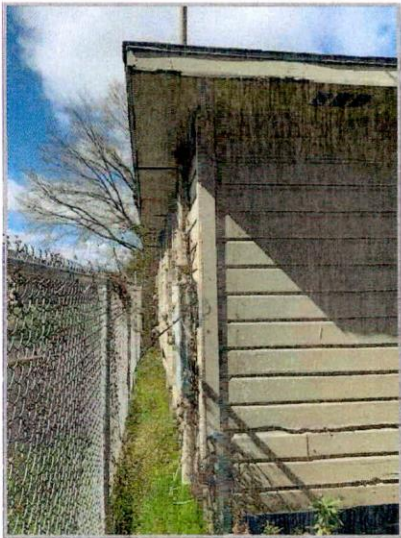


Subject Street



Subject Photo Page

Client	City of Sulphur				
Property Address	511 Maple St				
City	Sulphur	County	Calcasieu	State	LA Zip Code 70663
Lender/Client	City of Sulphur				

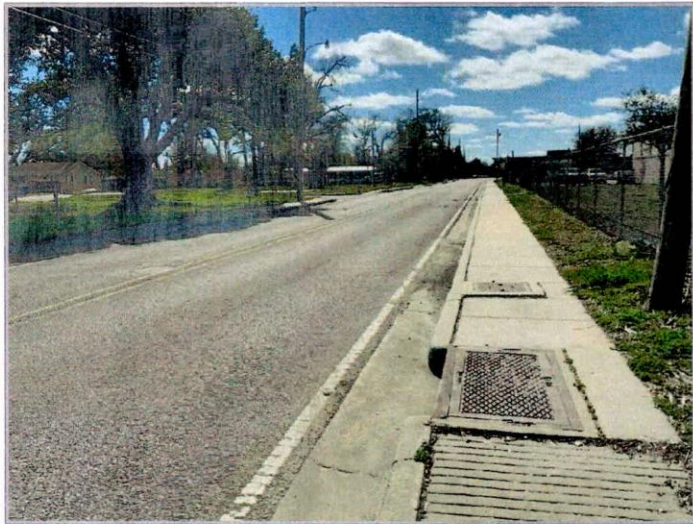


Subject Side

511 Maple St  
Sales Price  
Gross Living Area  
Total Rooms  
Total Bedrooms  
Total Bathrooms  
Location N;Res;Mix  
View  
Site 6,539  
Quality  
Age



Subject Side

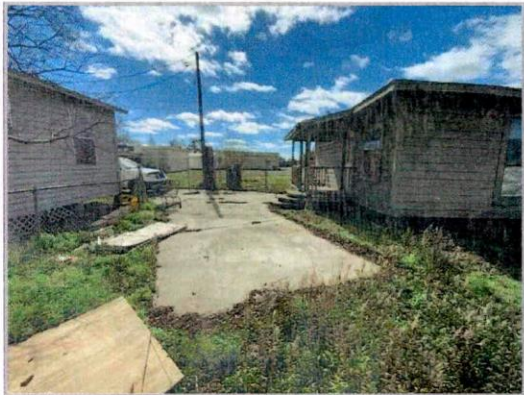


Alt Subject Street

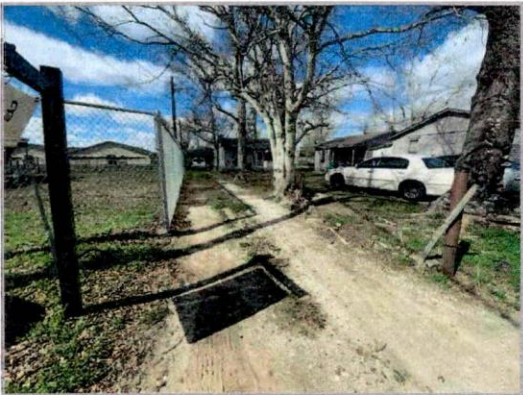


Photo Addendum

Client	City of Sulphur				
Property Address	511 Maple St				
City	Sulphur	County	Calcasieu	State	LA Zip Code 70663
Lender/Client	City of Sulphur				



Concrete Slab



Driveway



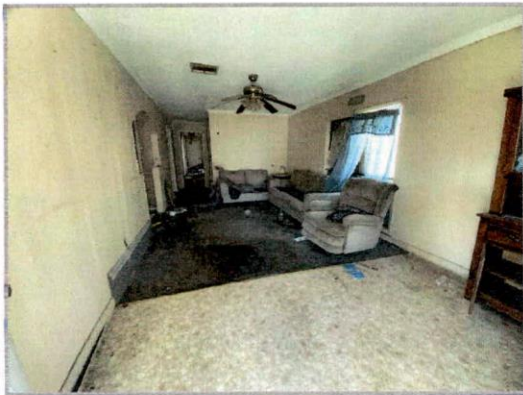
Driveway



Interior



Interior



Did Not Use



Comparable Photo Page

Client	City of Sulphur				
Property Address	511 Maple St				
City	Sulphur	County	Calcasieu	State	LA
				Zip Code	70663
Lender/Client	City of Sulphur				



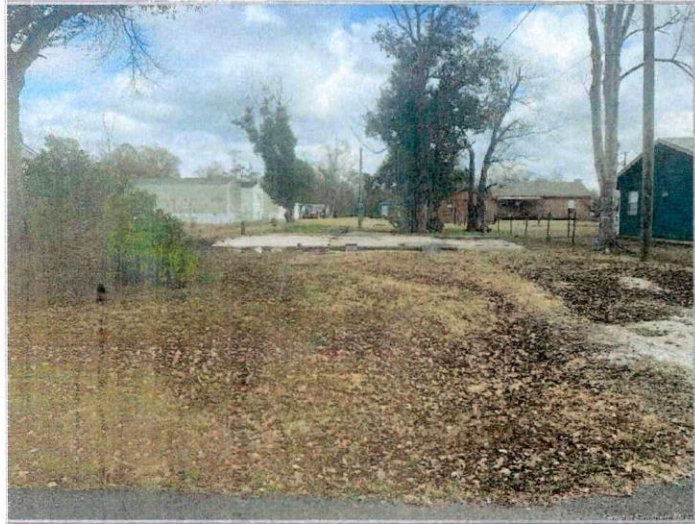
Comparable 1

2209 Carr Ln  
Prox. to Subject 1.01 miles E  
Sale Price 17,000  
Gross Living Area  
Total Rooms  
Total Bedrooms  
Total Bathrooms  
Location N;Res,Mix  
View  
Site 7,841  
Quality  
Age



Comparable 2

215 W Thomas St  
Prox. to Subject 0.63 miles W  
Sale Price 10,000  
Gross Living Area  
Total Rooms  
Total Bedrooms  
Total Bathrooms  
Location N;Res;Bus  
View  
Site 5,000  
Quality  
Age



Comparable 3

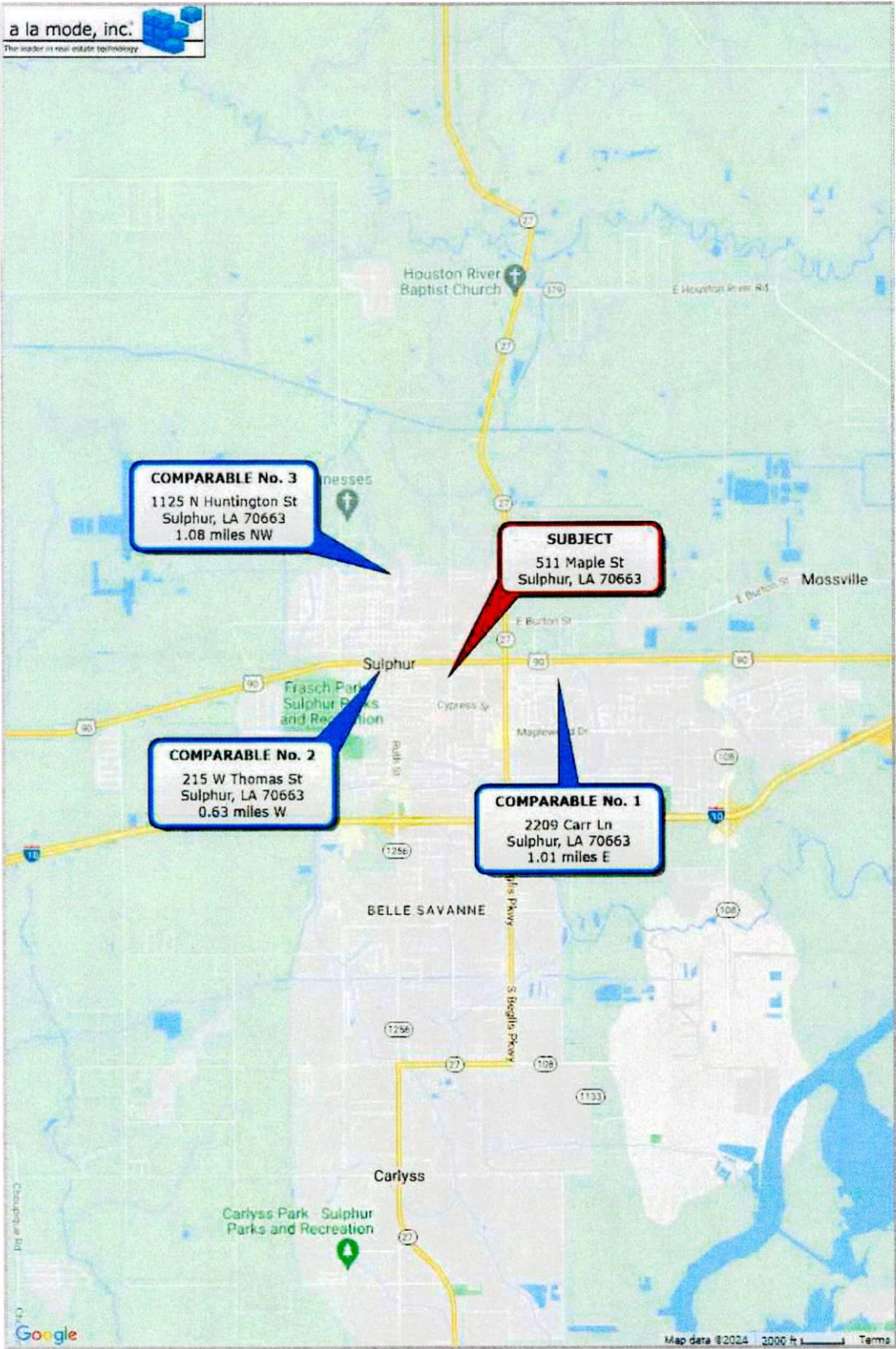
1125 N Huntington St  
Prox. to Subject 1.08 miles NW  
Sale Price 12,000  
Gross Living Area  
Total Rooms  
Total Bedrooms  
Total Bathrooms  
Location N;Res,Mix  
View  
Site 6,970  
Quality  
Age

*Handwritten signature*



Location Map

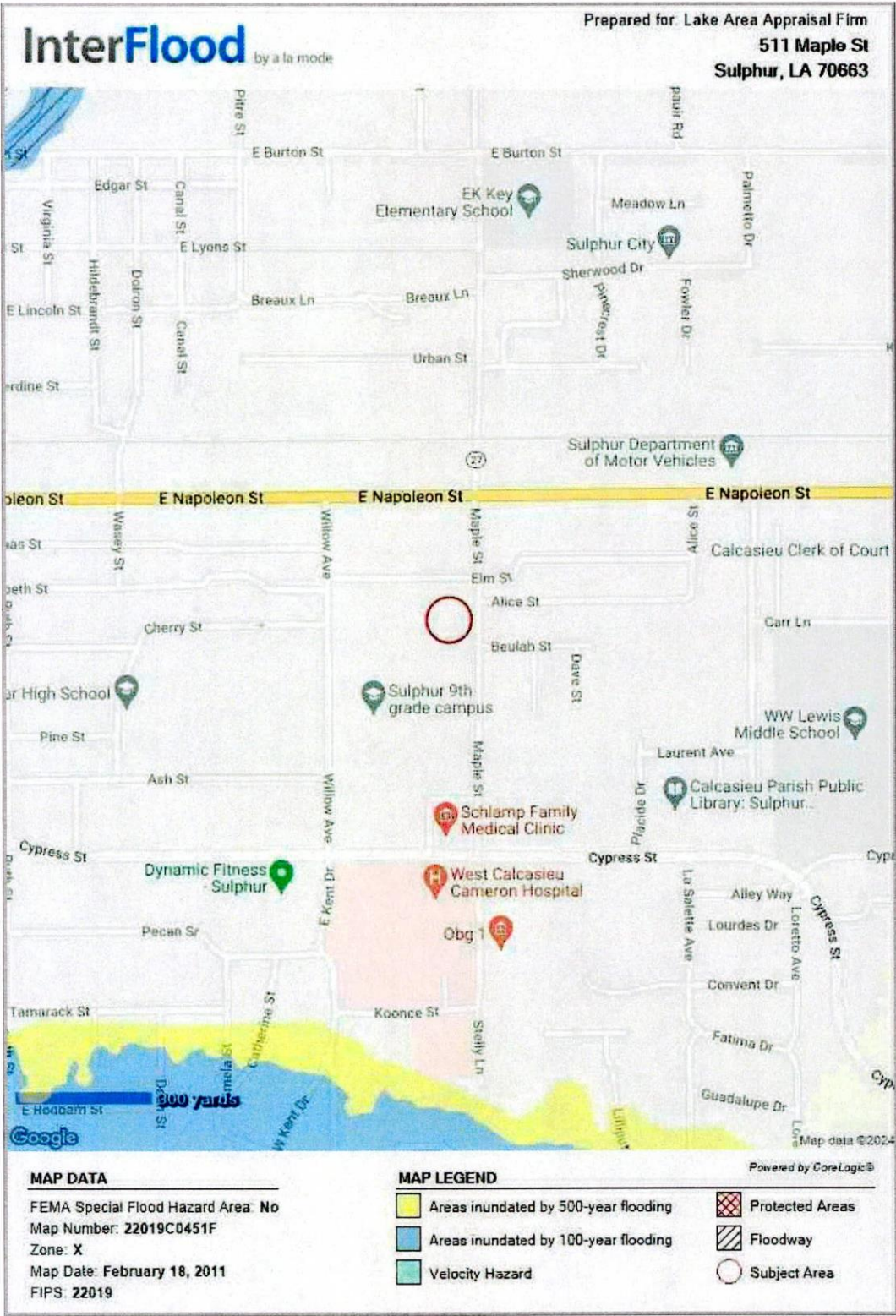
Client	City of Sulphur				
Property Address	511 Maple St				
City	Sulphur	County	Calcasieu	State	LA Zip Code 70663
Lender/Client	City of Sulphur				





Flood Map

Client	City of Sulphur						
Property Address	511 Maple St						
City	Sulphur	County	Calcasieu	State	LA	Zip Code	70663
Lender/Client	City of Sulphur						



Aerial





Parcel Listing - Page 1

Calcasieu Parish Assessor  
2024 Assessment Listing

Values are not final until approved by the LTC

Parcel#  
00623679

Primary Owner  
CELESTINE, ANNISKA DAWN  
Mailing Address  
C/O LARVENIA CELESTINE  
2226 22ND ST  
LAKE CHARLES LA 70601

Ward  
4S

Type  
REAL ESTATE

Legal  
@340910-1138-A 002004 0000  
@340910-1138-A 002104 0000  
@340910-1138-A 002204 0000  
-511 MAPLE ST-  
COM SE COR LOT 22 BLK A GEORGE LOCK SUB OF N/2 SE AND S/2 NE 34.9.10, TH W 222.8 FT, N 46.7 FT, E 111.4 FT, S 34.7 FT, E 111.4 FT, S 12 FT TO COM  
REF1-CARL B BLAKE B 1378 P 156-77  
REF2-DAVID LYNN CELESTINE AND LARVINIA B 2221 P 151-90  
REF3-C S E FEDERAL CREDIT UNION B 2367 P 395-92  
REF4-SOLD TO STATE FOR 1993 TAXES-93  
REF5-REDEEMED FROM STATE FOR 1993 TAXES B 2641 P 299-97  
REF6-SOLD TO STATE FOR 1998 TAXESB 2765 P 298-98  
REF7-REDEEMED FROM STATE FOR 1998 TAXES FILE# 2560390-2000

Physical Address  
511 MAPLE ST

Parcel Items

Property Class	Assessed Value	Market Value	Units	Exempt
001 CITY LOT(S)	990	9,900	1.00	0
059.5 SALVAGE VALUE RES IMPS	50	500	1.00	0
TOTAL	1,040	10,400	2.00	0

Deeds

Deed#	Type	Date	Amount	Book	Page
2905946	TAX REDEMPTION	1/21/2009	0	3557	275
2879174	TAX SALE INDIVIDUAL	6/19/2008	0	3507	817

Ownership History

Homestead?	Name	Primary?	% Ownership	% Tax	From	To	Address
NO	CELESTINE, ANNISKA DAWN	YES	100.0000	100.0000	1/21/2009		
NO	MCKINNEY, JEFF	YES	100.0000	100.0000	6/19/2008	1/21/2009	
NO	CELESTINE, ANNISKA DAWN	YES	100.0000	100.0000	1/1/1980	6/19/2008	

Locations

Subdivision	Block	Lot	Section	Township	Range	Tract
LOCK, GEORGE BLK A	A	0020	34	09	10	0*
LOCK, GEORGE BLK A	A	0021	34	09	10	0
LOCK, GEORGE BLK A	A	0022	34	09	10	0

Privacy - Terms





Parcel Listing - Page 2

PARISH

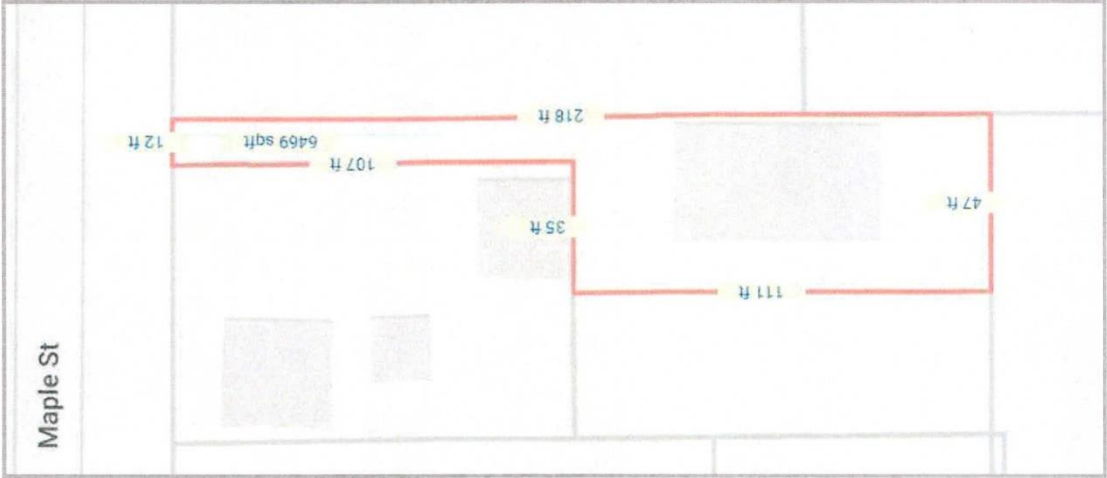
Millage	Mills	Taxpayer Tax	Exempt Tax
003 PARTXMT(3L4S4W6D7V)	2.0600	2.14	0.00
004 CONSTSCHOOL MT(ALL)	5.0600	5.26	0.00
005 SPECIAL SCHOOL (ALL)	11.9400	12.42	0.00
008 ROAD MAINT MT (ALL)	3.8300	3.98	0.00
009 CAL-LC HEALTH MT(ALL)	2.3400	2.44	0.00
010 JUV DET MT (ALL)	3.2900	3.42	0.00
012 MOSQ CONT MT(ALL)	1.9700	2.05	0.00
013 ASSESSOR MT (ALL)	1.2500	1.30	0.00
017 CRIMINAL JUST MT(ALL)	2.9800	3.10	0.00
030 SCHOOL #30 (*4,*4S)	5.6000	5.82	0.00
034 WCCH MT(4,4S,4W7,7V)	6.9500	7.23	0.00
042 LIBRARY MT (ALL)	5.9900	6.23	0.00
062 LAW ENF #1 MT(ALL)	7.0900	7.37	0.00
067 COLISEUM MT (ALL)	1.5000	1.56	0.00
086 CHENLT AUTH MT(ALL)	5.3800	5.60	0.00
087 CRTHSE JAIL MT(ALL)	3.2700	3.40	0.00
090 LAW ENF #2 MT(ALL)	5.6200	5.84	0.00
093 COMM CTR #2 (*4,4S)	10.2500	10.66	0.00
073 GR#1W(4,4S4W56,6D7,7V)	4.5000	4.68	0.00
TOTALS	90.8700	94.50	0.00

CITY

Millage	Mills	Taxpayer Tax	Exempt Tax
141 SULPHUR CITY TAX	16.4500	17.11	0.00
TOTALS	16.4500	17.11	0.00



*Linda L. Matham*



Plat



File No. 202402016AJ

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale. (Source: FDIC Interagency Appraisal and Evaluation Guidelines, October 27, 1994.)

\* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions, such as home warranties. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustments are calculated on a mechanical dollar for dollar cost of the financing or concession based on the appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is valued on the basis of it being under responsible ownership.
2. Any sketch provided in the appraisal report may show approximate dimensions of the improvements and is included only to assist the reader of the report in visualizing the property. The appraiser has made no survey of the property. Due to variances in sketching programs measurements can vary. Appraiser's sketch may differ from building plans.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. Any distribution of valuation between land and improvements in the report applies only under the existing program of utilization. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
5. The appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. This appraisal report must not be considered an environmental assessment of the subject property.
6. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
7. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
8. The appraiser has based her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
9. The appraiser must provide her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
10. The appraiser is not an employee of the company or individual(s) ordering this report and compensation is not contingent upon the reporting of a predetermined value or direction of value or upon an action or event resulting from the analysis, opinions, conclusions, or the use of this report. This assignment is not based on a required minimum, specific valuation, or the approval of a loan.



CERTIFICATION: The appraiser certifies and agrees that:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
9. Unless otherwise indicated, I have made a personal inspection of the interior and exterior areas of the property that is the subject of this report, and the exteriors of all properties listed as comparables.
10. Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

**ADDRESS OF PROPERTY ANALYZED:** 511 Maple St, Sulphur, LA 70663

**SUPERVISORY or CO-APPRAISER (if applicable):**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
State Certification #: \_\_\_\_\_  
or State License #: \_\_\_\_\_  
State: \_\_\_\_\_ Expiration Date of Certification or License: \_\_\_\_\_  
Date Signed: \_\_\_\_\_  
☐ Did ☐ Did Not Inspect Property

Page 2 of 2

Form ACR2 DEFD - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

Serial# 7C28312F  
esign.alamode.com/verify

E&O

Accelerant National Insurance Company  
(A Stock Company)  
400 Northridge Road, Suite 800  
Sandy Springs, GA 30350

**REAL ESTATE PROFESSIONAL  
ERRORS AND OMISSIONS INSURANCE POLICY  
DECLARATIONS**

NOTICE: THIS IS A "CLAIMS MADE AND REPORTED" POLICY. THIS POLICY REQUIRES THAT A CLAIM BE MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD.

**DEFENSE COSTS WITHIN LIMITS**

THIS POLICY CONTAINS PROVISIONS WHICH LIMIT THE AMOUNT OF CLAIM EXPENSES THE INSURER IS RESPONSIBLE TO PAY IN CONNECTION WITH CLAIMS. CLAIM EXPENSES SHALL BE SUBJECT TO ANY DEDUCTIBLE AMOUNT. THE PAYMENT OF CLAIM EXPENSES WILL REDUCE THE LIMITS OF LIABILITY STATED IN ITEM 4. OF THE DECLARATIONS.

PLEASE READ YOUR POLICY CAREFULLY.

Policy Number: NRE40PL100975-00

Renewal of: New

1. Named Insured: Linda L. Washam-Whitley

2. Address: 3611 Kirkman Street  
Lake Charles, LA 70607

3. Policy Period: From: December 5, 2023 To: December 5, 2024  
12:01 A.M. Standard Time at the address of the Named Insured as stated in item 2. Above.

4. Limit of Liability:

A. Each Claim Limit of Liability \$ 1,000,000  
B. Policy Aggregate Limit of Liability \$ 1,000,000

5. Deductible: \$ 5,000 Each Claim

6. Policy Premium: \$ 663

7. Retroactive Date: Full Prior Acts

8. Notice to Company: Notice of a Claim or Potential Claim should be sent to:  
OREP Insurance Services: [info@orep.org](mailto:info@orep.org)  
6353 El Cajon Blvd, Suite 124-605  
San Diego, CA 92115

9. Program Administrator: OREP Insurance Services, LLC - [info@orep.org](mailto:info@orep.org)

10. Forms and Endorsements Attached at Policy Inception: See Schedule of Forms

If required by state law, this policy will be countersigned by an authorized representative of the Company.

Date: November 3, 2023

By: Isaac Peck  
Authorized Representative

N DEC 40002 04 22

Page 1 of 1





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

ORDINANCE AUTHORIZING THE ACQUISITION OF PROPERTY FROM ANNISKA DAWN CELESTINE FOR PROPERTY LOCATED AT 511 MAPLE STREET, APPROPRIATING FUNDS FOR THE PURCHASE, AND SETTING A PUBLIC HEARING DATE ON SAID ORDINANCE.

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

WHEREAS, the City of Sulphur desires to purchase property from Anniska Dawn Celestine (hereinafter referred to as the “Seller”) for property located at 511 Maple Street; and

WHEREAS, the sale price shall be thirteen thousand dollars (\$13,000.00); and

WHEREAS, sale includes a 6,539 square foot immovable mixed residential lot and a residential structure which has no value and will be demolished by the city; and

WHEREAS, the property bearing municipal address of 511 Maple Street, Sulphur, Louisiana is more fully described as follows, to-wit:

COM SE COR LOT 22 BLK A GEORGE LOCK SUB OF N/2 SE AND S/2 NE 34.9.10, TH W 222.8 FT, N 46.7 FT, E 111.4 FT, S 34.7 FT, E 111.4 FT, S 12 FT TO COM

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 thirteen thousand dollars (\$13,000.00); 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 May 13, 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

## APPRAISAL OF REAL PROPERTY



### LOCATED AT

511 Maple St  
Sulphur, LA 70663  
See attached addenda.

### FOR

City of Sulphur  
101 N Huntington St  
Sulphur, LA 70663

### OPINION OF VALUE

13,000

### AS OF

02/12/2024

### BY

Linda L. Washam  
Lake Area Appraisal Firm  
3611 Kirkman Street  
Lake Charles, LA 70607  
337-274-0856m;337-602-6222o  
lakeareaappraisalfirm@gmail.com  
www.lakeareaappraisalfirm.com

Lake Area Appraisal Firm  
3611 Kirkman Street  
Lake Charles, LA 70607  
337-274-0856m;337-602-6222o  
www.lakeareaappraisalfirm.com

02/28/2024

Ashley Dickerson  
City of Sulphur  
101 N Huntington St  
Sulphur, LA 70663

Re: Property: 511 Maple St  
Sulphur, LA 70663  
Borrower: N/A  
File No.: 202402016AJ

Opinion of Value: \$ 13,000  
Effective Date: 02/12/2024

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,  
[esign.alamode.com/verify](https://esign.alamode.com/verify) Serial 7C28312F



Linda L. Washam  
Louisiana Certified Residential Real Estate Appraiser  
License or Certification #: 2110  
State: LA Expires: 12/31/2024  
lakeareaappraisalfirm@gmail.com



Serial# 7C28312F  
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Client	City of Sulphur			File No.	202402016AJ	
Property Address	511 Maple St					
City	Sulphur	County	Calcasieu	State	LA	Zip Code 70663
Lender/Client	City of Sulphur					

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Client	City of Sulphur	File No.	202402016AJ
Property Address	511 Maple St		
City	Sulphur	County	Calcasieu
		State	LA
Lender/Client	City of Sulphur	Zip Code	70663

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

☐ Appraisal Report (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)

☒ Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

**Reasonable Exposure Time** (USPAP defines Exposure Time as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.)

My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is: 3-6

Given prudent marketing efforts are made. The average DOM for the comparable sales utilized was rounded up to 54, and the average DOM for the Market Conditions Addendum is 92 with a Median DOM of 60. The subject is expected to fall within this range.

Comments on Appraisal and Report Identification

Note any USPAP-related issues requiring disclosure and any state mandated requirements:

The intended user of this appraisal report is City of Sulphur. The intended use is to evaluate the property that is the subject of this appraisal to determine the current market value, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal form, and Definition of Market Value. No additional intended users are identified by the appraiser. Any other party receiving a copy of this report, for any reason, is not considered to be identified as an intended user by the appraiser. The appraiser-client relationship is not extended to parties not identified as intended users in this appraisal report.

This report is not intended for the use of securing a mortgage finance transaction.

I certify that, to the best of my knowledge and belief: I have NOT performed any prior services regarding the subject property, as an appraiser, or in any other capacity, within the 3 years prior immediately preceding acceptance of this appraisal assignment. The appraiser has no personal interest in the subject property or the outcome of this transaction.

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<b>APPRAISER:</b>	<b>SUPERVISORY or CO-APPRAISER (if applicable):</b>
Signature: 	Signature: _____
Name: Linda L. Washam	Name: _____
Louisiana Certified Residential Real Estate Appraiser	
State Certification #: 2110	State Certification #: _____
or State License #: _____	or State License #: _____
State: LA Expiration Date of Certification or License: 12/31/2024	State: _____ Expiration Date of Certification or License: _____
Date of Signature and Report: 02/28/2024	Date of Signature: _____
Effective Date of Appraisal: 02/12/2024	
Inspection of Subject: <input type="checkbox"/> None <input checked="" type="checkbox"/> Interior and Exterior <input type="checkbox"/> Exterior-Only	Inspection of Subject: <input type="checkbox"/> None <input type="checkbox"/> Inter <input type="checkbox"/> Exterior-Only
Date of Inspection (if applicable): 02/12/2024	Date of Inspection (if applicable): _____



## File No.: 202402016AJ

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LAND APPRAISAL REPORT

File No.: 202402016AJ

My research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

TRANSFER HISTORY

Data Source(s): Tax Assessor/SWLA Board of Realtors

1st Prior Subject Sale/Transfer

Analysis of sale/transfer history and/or any current agreement of sale/listing: No sales of the subject property were found within the last 3 years of the effective date of this appraisal report. There are no known sales of the provided comparable sales within the last 12 months prior to the effective date of this appraisal report.

Date:

Price:

Source(s):

2nd Prior Subject Sale/Transfer

Date:

Price:

Source(s):

SALES COMPARISON APPROACH

FEATURE	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	511 Maple St Sulphur, LA 70663	2209 Carr Ln Sulphur, LA 70663	215 W Thomas St Sulphur, LA 70663	1125 N Huntington St Sulphur, LA 70663
Proximity to Subject		1.01 miles E	0.63 miles W	1.08 miles NW
Sale Price	\$	\$ 17,000	\$ 10,000	\$ 12,000
Price/ Sq.Ft.	\$	\$ 2.17	\$ 2.00	\$ 1.72
Data Source(s)	SWL23007198	SWL23002599;DOM 1	SWL23005193;DOM 154	SWL23000210;DOM 6
Verification Source(s)	MLS/Public Record	MLS/Public Record	MLS/Public Record	MLS/Public Record
VALUE ADJUSTMENT	DESCRIPTION	DESCRIPTION +(-) \$ Adjust	DESCRIPTION +(-) \$ Adjust	DESCRIPTION +(-) \$ Adjust
Sales or Financing		ArmLth	ArmLth	ArmLth
Concessions		Cash;0	Unreported;0	Cash;0
Date of Sale/Time		s05/23;c04/23	s01/24;c01/24	s09/23;c07/23
Rights Appraised	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Location	N;Res;Mix	N;Res;Mix	N;Res;Bus	N;Res;Mix
Site Area (in Sq.Ft.)	6,539	7,841	5,000	6,970
Utilities	Yes	Yes	No	Yes
GBA	1705 sf	None	None	None
Net Adjustment (Total, in \$)		<input type="checkbox"/> + <input type="checkbox"/> - \$	<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 500	<input type="checkbox"/> + <input type="checkbox"/> - \$
Net Adjustment (Total, in \$ / Sq.Ft.)		Net %	Net 5.0 % (\$ 0.1 /Sq.Ft.)	Net %
Adjusted Sale Price (in \$ / Sq.Ft.)		Gross % 2.17	Gross 5.0 % 2.1	Gross % 1.72

Summary of Sales Comparison Approach Three sales were located that offer similar size to the subject. No sales were noted that offer similar limited access offered by the subject site up to just over one mile distance. The subject site is accessible via a long narrow driveway only. Access is considered to be diminished due to the reported 12 foot width of the driveway.

A local contractor was contacted in regards to an estimate to raze the structure. Depending on structure construction material, the cost to demo and haul off is \$10-\$15 per sq ft under roof. The subject is approximately 1,705 sq ft under roof. Estimated cost is \$17,050 - \$34,100. NO sales were located within the city limits that offer sites with structures that required demolition. Per the contracted verbal quote, the cost to destroy and haul off the structure is greater than the final opinion of market value. The structure was given no consideration of value. Market sales indicated a price of \$1.72-\$2.17 per sq ft and were reconciled at a rate of \$2.00 per foot for the site. The final opinion of value is lower than the current listed asking price.

PUD

PROJECT INFORMATION FOR PUDs (if applicable) ☐ The Subject is part of a Planned Unit Development.

Legal Name of Project:

Describe common elements and recreational facilities:

RECONCILIATION

Indicated Value by: Sales Comparison Approach \$ 13,078 or \$ 2.00 per Sq.Ft.

Final Reconciliation See General Text Addendum.

This appraisal is made ☒ "as is", or ☐ subject to the following conditions:

☒ This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.

Based upon an inspection of the subject property, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: \$ 13,000 , as of: 02/12/2024 , which is the effective date of this appraisal.

If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.

ATTACH.

A true and complete copy of this report contains 24 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report, which contains the following attached exhibits: ☒ Scope of Work

☒ Limiting cond./Certifications ☒ Narrative Addendum ☒ Location Map(s) ☒ Flood Addendum ☐ Additional Sales


☒ Photo Addenda ☒ Parcel Map ☒ Hypothetical Conditions ☒ Extraordinary Assumptions ☐

SIGNATURES

Client Contact: Ashley Dickerson  
E-Mail: adickerson@alamode.com/verify Serial# 7C28312F

Client Name: City of Sulphur  
Address: 101 N Huntington St, Sulphur, LA 70663

APPRaiser

  
Appraiser Name: Linda L. Washam  
Company: Lake Area Appraisal Firm  
Phone: 337-274-0856m;337-602-62 Fax: 888-475-4270  
E-Mail: lakeareaappraisalfirm@gmail.com  
Date of Report (Signature): 02/28/2024  
License or Certification #: 2110 State: LA  
Designation: Louisiana Certified Residential Real Estate Appraiser  
Expiration Date of License or Certification: 12/31/2024  
Inspection of Subject: ☒ Did Inspect ☐ Did Not Inspect (Desktop)  
Date of Inspection: 02/12/2024

SUPERVISORY APPRAISER (if required)  
or CO-APPRaiser (if applicable)

Supervisory or Co-Appraiser Name:  
Company:  
Phone: Fax:  
E-Mail:  
Date of Report (Signature):  
License or Certification #:  
State:  
Designation:  
Expiration Date of License or Certification:  
Inspection of Subject: ☐ Did Inspect ☐ Did Not Inspect  
Date of Inspection:

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Serial# 7C28312F  
esign.alamode.com/verify 3/2007



Supplemental Addendum

File No. 202402016AJ

Client	City of Sulphur				
Property Address	511 Maple St				
City	Sulphur	County	Calcasieu	State	LA Zip Code 70663
Lender/Client	City of Sulphur				

**Software Certification** - Any and all references in this (TOTAL) software regarding clients, intended users, intended use, definition of value, assignment conditions, relevant characteristics, scope or work performed, and/or any other conditions / assumptions relative to this assignment are superseded by data expressly entered by the appraiser, respectively.

**Definition/Source of Value** - The purpose of this report is to properly relay the appraisal analysis, opinions, and conclusions in a manner that is objective, impartial, and independent. The value being developed is the most common representation of this arena participant - market value. By definition, market value is the most probable price a property or properties should bring in an open competitive market under conditions requisite to a fair impartial sale where the buyer and seller are both acting knowledgeably and in their own best interest and assuming the price is not affected by unique stimulus or external forces. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: 1. The buyer and seller are typically motivated, 2. Both parties are knowledgeable and acting in their own best interests, 3. a reasonable time is allowed for the property to be exposed to an open and competitive sale arena, 4. Payment is made in terms of US cash or equivalent or in terms of financial arrangements comparable thereto, and 5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sale concessions granted by anyone associated with the sale. This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July and August 1990, by the Federal Reserve System (FRS), by the National Credit Union Administration, (NCUA), by the Federal Deposit Insurance Corporation (FDIC), by the Office of Comptroller of the Currency (OCC), and by the Office of Thrift Supervision (OTS), being further referenced in regulations jointly published in 1994.

**Intended User Certification:** The Intended User of this report is the client listed herein. The intended use is to a market value evaluation of the property that is the subject of this appraisal. No additional intended users are identified by the appraiser. See USPAP Identification.

I HAVE NO PRESENT OR PROSPECTIVE INTEREST IN THE PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AND HAVE NO PERSONAL INTEREST WITH RESPECT TO THE PARTIES INVOLVED WITH THIS REPORT.

No one including the intended user or 3rd party, should rely on these figures for insurance purposes.

No, employee, director, officer or agent of the lender, or any other third party acting as a joint venture partner, independent contractor, appraisal management company, or partner on behalf of the lender has influenced or attempted to influence the development, reporting, result or review of this assignment through coercion, extortion, collusion, compensation, instruction, inducement, intimidation, bribery or in any other manner. I have not been contacted by anyone other than the intended user (lender/client as identified on the first page of the report), borrower, or designated contact to make an appointment to enter the property. I agree to immediately report any unauthorized contacts either personally by phone or electronically.

**Scope of Work:** An exterior inspection of the subject property has been performed as of the effective date of this appraisal report. At a minimum, an exterior inspection was made of each of the comparable properties and listings. Appraiser work files were consulted for comparable information in the instances that a previous physical inspection occurred at the time of sale. The subject's immediate neighborhood was observed. A through search of the MLS, courthouse records and appraiser's work files was conducted during the course of comparable selection. All listings within the neighborhood boundaries determined by the appraiser were carefully analyzed to determine the most current market reactions and range of value for the subject property. Should acceptable comparable sales not be found within the immediate market area, competing market areas were examined. Adjustments for locational variances were applied when applicable. My analysis, opinions and conclusions are reported throughout the body of this appraisal report.

-- The subject property is located 12.7 miles from my office. This assignment requires geographic competency as part of the scope of work. I have spent sufficient time in the subjects market and understand the nuances of the local market and the supply and demand factors relating to the specific property type and the location involved. Such understanding will not be imparted solely from a consideration of specific data such as demographics, costs, sales and rentals. The necessary understanding of local market conditions provides the bridge between a sale and a comparable sale or a rental and a comparable rental

**Highest and Best Use Analysis:** In the site section on Page 1, highest and best use is reported to be Single Family Residence. Highest and best use is defined as the reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The subject, as improved and as vacant land, meets all necessary criteria due to market location, surrounding properties and current zoning restrictions.

**Extraordinary Assumptions** - The comparables used contain confidential information related to pricing, motivations, negotiations, concessions, fees, etc, that are not typically made known to those not a part of the agreement or closing. Even when provided an interview that confirms parts of a transaction, the values herein are based on the assumption that the data reported to the sources used is correct and reflects the specific marketable features. When more than one source is stated and there are differences in the levels/amounts of the features relevant for refinement, the source deemed most reliable and reflective of the comparable as of the date of that respective sale will be used for comparison.

The agreed fee for this report is: \$400.00

Estimate of market value regarding the Subject Property was derived according to the information obtained by Real Estate Professionals and Government Entities, such as Realtors, Brokers, Parish Tax Assessors, Clerks of Court and SWLA Multiple Service. Should factual information regarding the subject property or comparable sales conflict in anyway with what was provided by above mentioned parties as of the effective date of this report, the appraiser reserves the right to re-evaluate this report and adjust any information accordingly. Final opinion of value based on information provided and all information is assumed to be accurate as of the effective date of this report.

*Linda A. Matham*

Supplemental Addendum

File No. 202402016AJ

Client	City of Sulphur					
Property Address	511 Maple St					
City	Sulphur	County	Calcasieu	State	LA	Zip Code 70663
Lender/Client	City of Sulphur					

• Order Form: Legal Description

COM SE COR LOT 22 BLK A GEORGE LOCK SUB OF N/2 SE AND S/2 NE 34.9.10, TH W 222.8 FT, N 46.7 FT, E 111.4 FT, S34.7 FT, E 111.4 FT, S 12 FT TO COM

Sales recited are from the subject market area and are in acceptable proximity to the subject. They are the most recent and most comparable sales found, and considered the best market indicators as of the effective date of the appraisal report. All values affecting dissimilarities show no significant or quantifiable market reaction. A total sample of 7 was carefully observed with an initial farm list of over 32 listings. The indicated range of values brackets the final value opinion of the subject property. A weighted technique of distributing value was utilized in the final opinion of value. The final value was rounded.

"The appraiser has not identified any purchaser, borrower or seller as an intended user of this appraisal, and no such party should use or rely on this appraisal for any purpose. Such parties are advised to obtain an appraisal from an appraiser of their own choosing if they require an appraisal for their own use. Any reference to or use of this appraisal report by a purchaser, borrower or seller for their own purposes, including without limitation for the purposes of a property purchase decision or an appraisal contingency in a purchase agreement, is at such party's own risk and is not intended or authorized by the appraiser."



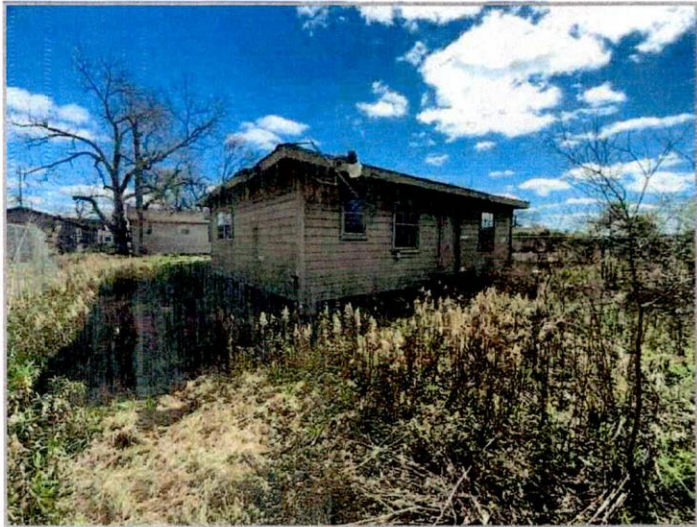
Subject Photo Page

Client	City of Sulphur				
Property Address	511 Maple St				
City	Sulphur	County	Calcasieu	State	LA Zip Code 70663
Lender/Client	City of Sulphur				

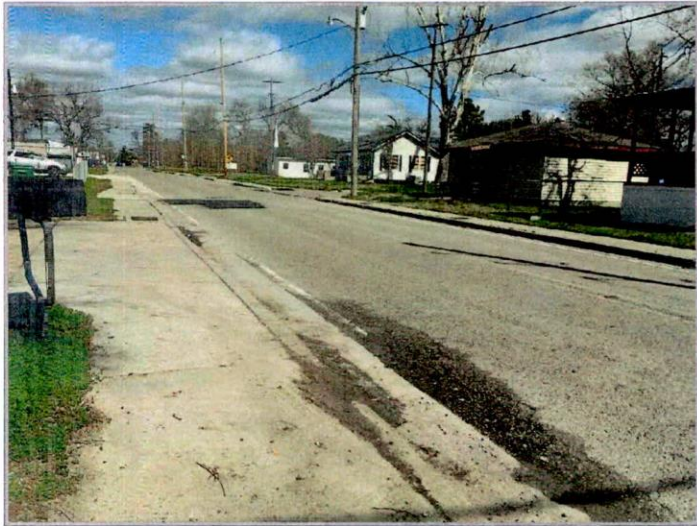


Subject Front

511 Maple St  
Sales Price  
Gross Living Area  
Total Rooms  
Total Bedrooms  
Total Bathrooms  
LocationN;Res;Mix  
View  
Site6,539  
Quality  
Age



Subject Rear

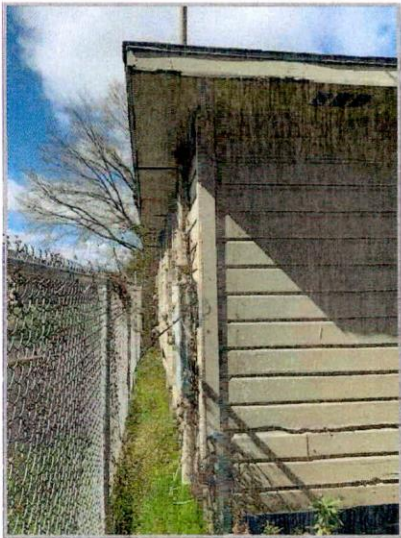


Subject Street



Subject Photo Page

Client	City of Sulphur				
Property Address	511 Maple St				
City	Sulphur	County	Calcasieu	State	LA Zip Code 70663
Lender/Client	City of Sulphur				

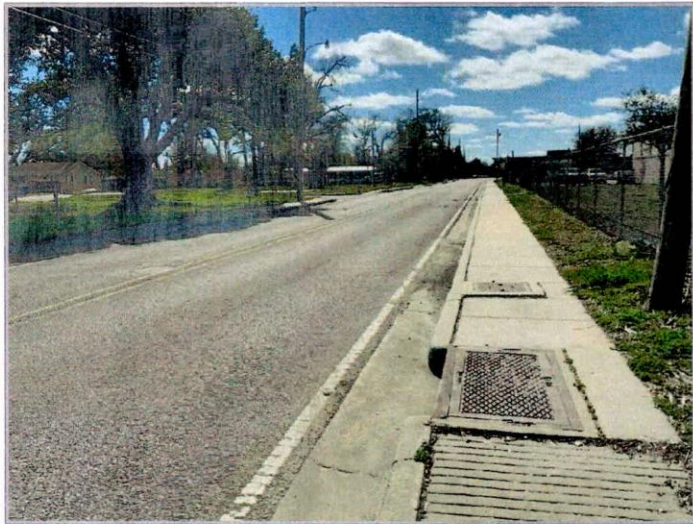


Subject Side

511 Maple St  
Sales Price  
Gross Living Area  
Total Rooms  
Total Bedrooms  
Total Bathrooms  
Location N;Res;Mix  
View  
Site 6,539  
Quality  
Age



Subject Side

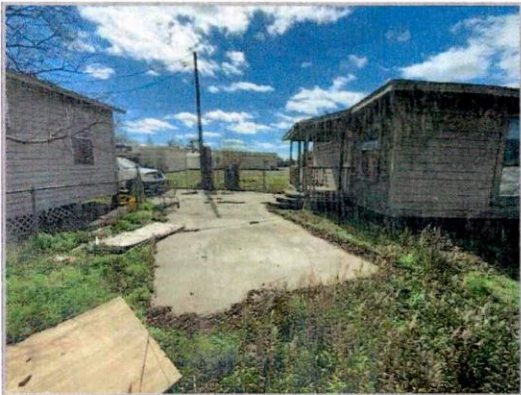


Alt Subject Street

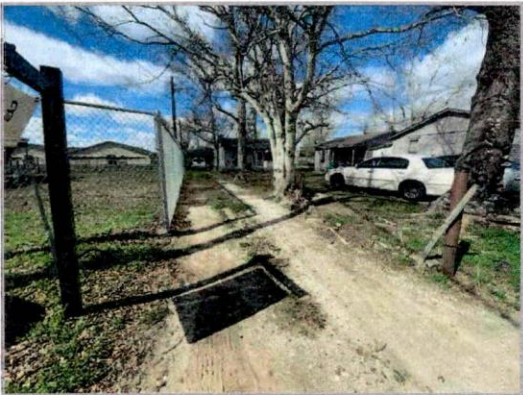


Photo Addendum

Client	City of Sulphur				
Property Address	511 Maple St				
City	Sulphur	County	Calcasieu	State	LA Zip Code 70663
Lender/Client	City of Sulphur				



Concrete Slab



Driveway



Driveway



Interior



Interior



Did Not Use



Comparable Photo Page

Client	City of Sulphur				
Property Address	511 Maple St				
City	Sulphur	County	Calcasieu	State	LA Zip Code 70663
Lender/Client	City of Sulphur				



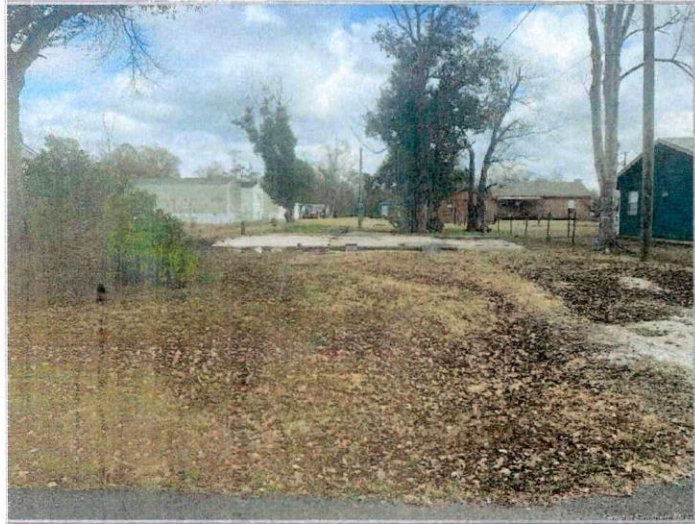
Comparable 1

2209 Carr Ln  
Prox. to Subject 1.01 miles E  
Sale Price 17,000  
Gross Living Area  
Total Rooms  
Total Bedrooms  
Total Bathrooms  
Location N;Res,Mix  
View  
Site 7,841  
Quality  
Age



Comparable 2

215 W Thomas St  
Prox. to Subject 0.63 miles W  
Sale Price 10,000  
Gross Living Area  
Total Rooms  
Total Bedrooms  
Total Bathrooms  
Location N;Res;Bus  
View  
Site 5,000  
Quality  
Age



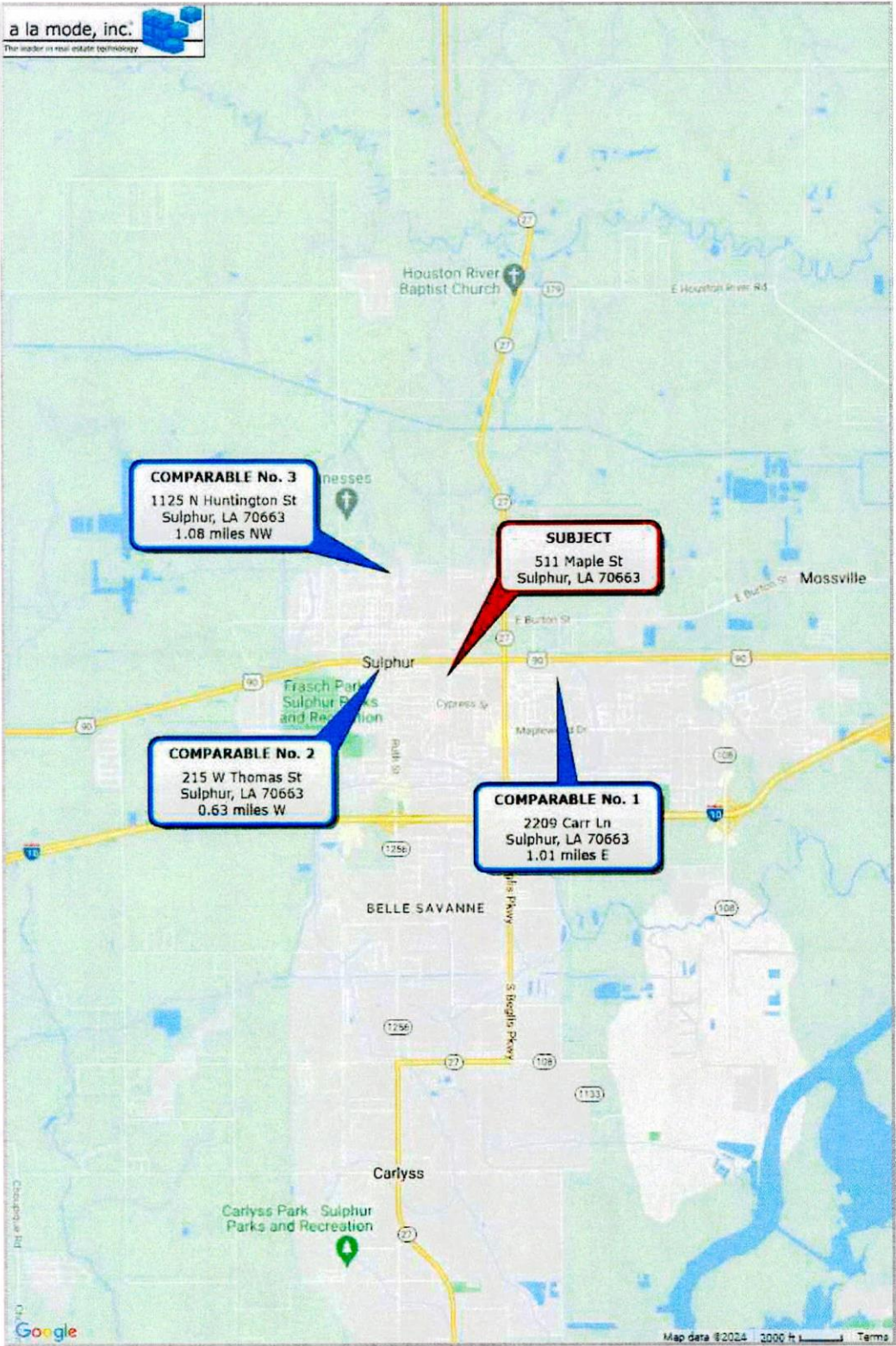
Comparable 3

1125 N Huntington St  
Prox. to Subject 1.08 miles NW  
Sale Price 12,000  
Gross Living Area  
Total Rooms  
Total Bedrooms  
Total Bathrooms  
Location N;Res,Mix  
View  
Site 6,970  
Quality  
Age



Location Map

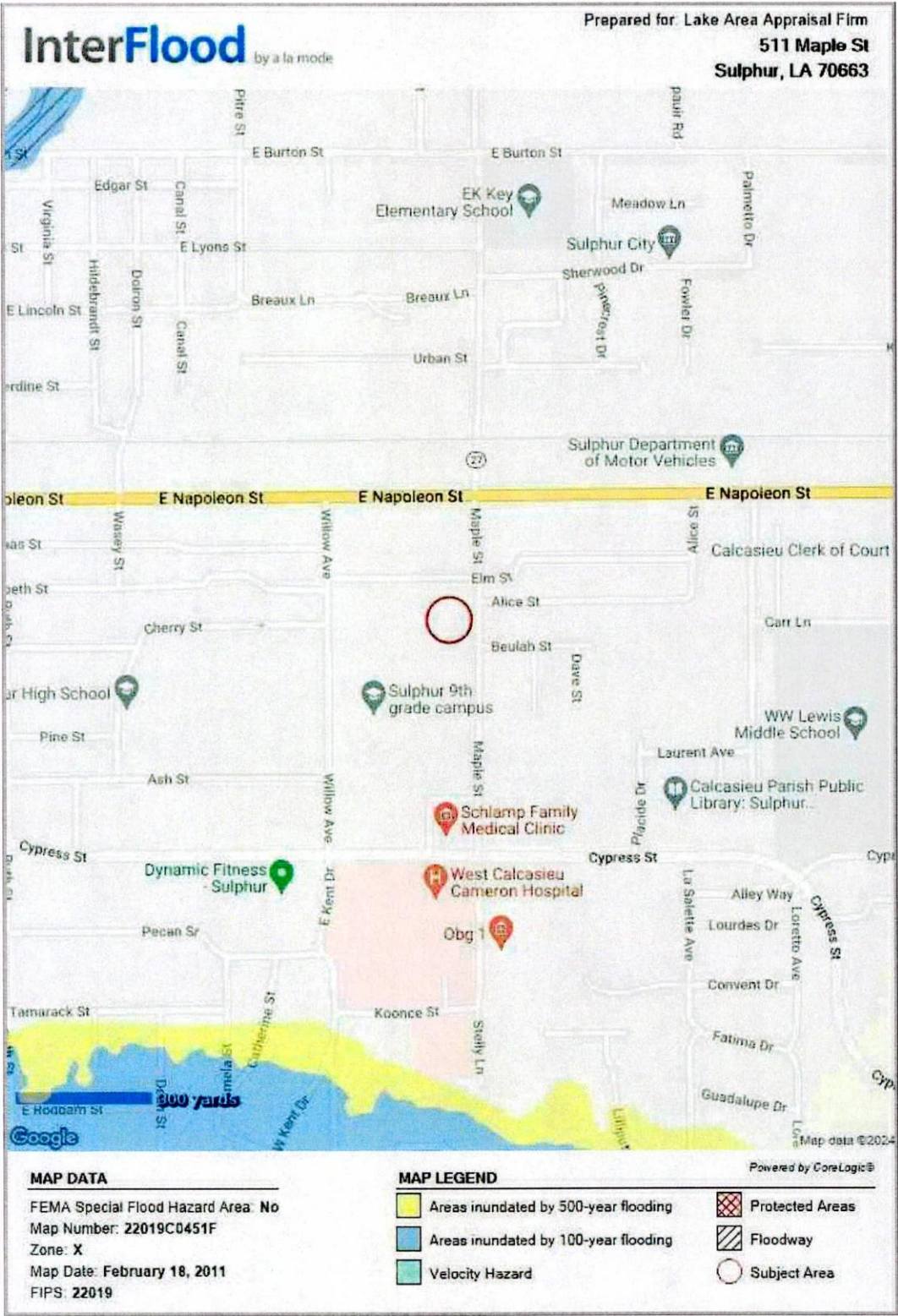
Client	City of Sulphur				
Property Address	511 Maple St				
City	Sulphur	County	Calcasieu	State	LA Zip Code 70663
Lender/Client	City of Sulphur				





Flood Map

Client	City of Sulphur			
Property Address	511 Maple St			
City	Sulphur	County	Calcasieu	State LA Zip Code 70663
Lender/Client	City of Sulphur			



Aerial





Parcel Listing - Page 1

Calcasieu Parish Assessor  
2024 Assessment Listing

Values are not final until approved by the LTC

Parcel#  
00623679

Primary Owner  
CELESTINE, ANNISKA DAWN  
Mailing Address  
C/O LARVENIA CELESTINE  
2226 22ND ST  
LAKE CHARLES LA 70601

Ward  
4S

Type  
REAL ESTATE

Legal  
@340910-1138-A 002004 0000  
@340910-1138-A 002104 0000  
@340910-1138-A 002204 0000  
-511 MAPLE ST-  
COM SE COR LOT 22 BLK A GEORGE LOCK SUB OF N/2 SE AND S/2 NE 34.9.10, TH W 222.8 FT, N 46.7 FT, E 111.4 FT, S  
34.7 FT, E 111.4 FT, S 12 FT TO COM  
REF1-CARL B BLAKE B 1378 P 156-77  
REF2-DAVID LYNN CELESTINE AND LARVINIA B 2221 P 151-90  
REF3-C S E FEDERAL CREDIT UNION B 2367 P 395-92  
REF4-SOLD TO STATE FOR 1993 TAXES-93  
REF5-REDEEMED FROM STATE FOR 1993 TAXES B 2641 P 299-97  
REF6-SOLD TO STATE FOR 1998 TAXESB 2765 P 298-98  
REF7-REDEEMED FROM STATE FOR 1998 TAXES FILE# 2560390-2000

Physical Address  
511 MAPLE ST

Parcel Items

Property Class	Assessed Value	Market Value	Units	Exempt
001 CITY LOT(S)	990	9,900	1.00	0
059.5 SALVAGE VALUE RES IMPS	50	500	1.00	0
TOTAL	1,040	10,400	2.00	0

Deeds

Deed#	Type	Date	Amount	Book	Page
2905946	TAX REDEMPTION	1/21/2009	0	3557	275
2879174	TAX SALE INDIVIDUAL	6/19/2008	0	3507	817

Ownership History

Homestead?	Name	Primary?	% Ownership	% Tax	From	To	Address
NO	CELESTINE, ANNISKA DAWN	YES	100.0000	100.0000	1/21/2009		
NO	MCKINNEY, JEFF	YES	100.0000	100.0000	6/19/2008	1/21/2009	
NO	CELESTINE, ANNISKA DAWN	YES	100.0000	100.0000	1/1/1980	6/19/2008	

Locations

Subdivision	Block	Lot	Section	Township	Range	Tract
LOCK, GEORGE BLK A	A	0020	34	09	10	0*
LOCK, GEORGE BLK A	A	0021	34	09	10	0
LOCK, GEORGE BLK A	A	0022	34	09	10	0

Privacy - Terms



Parcel Listing - Page 2

PARISH

Millage	Mills	Taxpayer Tax	Exempt Tax
003 PARTXMT(3L4S4W6D7V)	2.0600	2.14	0.00
004 CONSTSCHOOL MT(ALL)	5.0600	5.26	0.00
005 SPECIAL SCHOOL (ALL)	11.9400	12.42	0.00
008 ROAD MAINT MT (ALL)	3.8300	3.98	0.00
009 CAL-LC HEALTH MT(ALL)	2.3400	2.44	0.00
010 JUV DET MT (ALL)	3.2900	3.42	0.00
012 MOSQ CONT MT(ALL)	1.9700	2.05	0.00
013 ASSESSOR MT (ALL)	1.2500	1.30	0.00
017 CRIMINAL JUST MT(ALL)	2.9800	3.10	0.00
030 SCHOOL #30 (*4,*4S)	5.6000	5.82	0.00
034 WCCH MT(4,4S,4W7,7V)	6.9500	7.23	0.00
042 LIBRARY MT (ALL)	5.9900	6.23	0.00
062 LAW ENF #1 MT(ALL)	7.0900	7.37	0.00
067 COLISEUM MT (ALL)	1.5000	1.56	0.00
086 CHENLT AUTH MT(ALL)	5.3800	5.60	0.00
087 CRTHSE JAIL MT(ALL)	3.2700	3.40	0.00
090 LAW ENF #2 MT(ALL)	5.6200	5.84	0.00
093 COMM CTR #2 (*4,4S)	10.2500	10.66	0.00
073 GR#1W(4,4S4W56,6D7,7V)	4.5000	4.68	0.00
TOTALS	90.8700	94.50	0.00

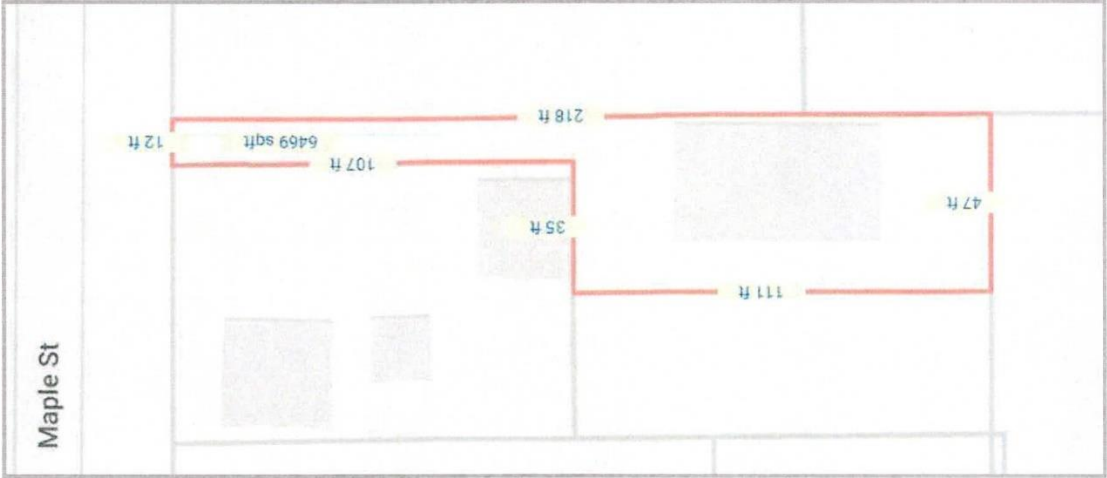
CITY

Millage	Mills	Taxpayer Tax	Exempt Tax
141 SULPHUR CITY TAX	16.4500	17.11	0.00
TOTALS	16.4500	17.11	0.00



*Linda L. Matham*





Plat

File No. 202402016AJ

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale. (Source: FDIC Interagency Appraisal and Evaluation Guidelines, October 27, 1994.)

\* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions, such as home warranties. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustments are calculated on a mechanical dollar for dollar cost of the financing or concession based on the appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is valued on the basis of it being under responsible ownership.
2. Any sketch provided in the appraisal report may show approximate dimensions of the improvements and is included only to assist the reader of the report in visualizing the property. The appraiser has made no survey of the property. Due to variances in sketching programs measurements can vary. Appraiser's sketch may differ from building plans.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. Any distribution of valuation between land and improvements in the report applies only under the existing program of utilization. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
5. The appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. This appraisal report must not be considered an environmental assessment of the subject property.
6. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
7. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
8. The appraiser has based her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
9. The appraiser must provide her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
10. The appraiser is not an employee of the company or individual(s) ordering this report and compensation is not contingent upon the reporting of a predetermined value or direction of value or upon an action or event resulting from the analysis, opinions, conclusions, or the use of this report. This assignment is not based on a required minimum, specific valuation, or the approval of a loan.



File No. 202402016AJ

CERTIFICATION: The appraiser certifies and agrees that:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
9. Unless otherwise indicated, I have made a personal inspection of the interior and exterior areas of the property that is the subject of this report, and the exteriors of all properties listed as comparables.
10. Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

 [esign.alamode.com/verify](https://esign.alamode.com/verify)      Serial:7C28312F

**ADDRESS OF PROPERTY ANALYZED:** 511 Maple St, Sulphur, LA 70663

**APPRAISER:** Linda L. Washam  
Signature: \_\_\_\_\_  
Name: Linda L. Washam  
Title: Louisiana Certified Residential Real Estate Appraiser  
State Certification #: 2110  
or State License #: \_\_\_\_\_  
State: LA Expiration Date of Certification or License: 12/31/2024  
Date Signed: 02/28/2024

**SUPERVISORY or CO-APPRAISER (if applicable):**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Designation: \_\_\_\_\_  
 State Certification #: \_\_\_\_\_  
 or State License #: \_\_\_\_\_  
 State: \_\_\_\_\_ Expiration Date of Certification or License: \_\_\_\_\_  
 Date Signed: \_\_\_\_\_  
☐ Did ☐ Did Not Inspect Property

Accelerant National Insurance Company  
(A Stock Company)  
400 Northridge Road, Suite 800  
Sandy Springs, GA 30350

REAL ESTATE PROFESSIONAL  
ERRORS AND OMISSIONS INSURANCE POLICY  
DECLARATIONS

NOTICE: THIS IS A "CLAIMS MADE AND REPORTED" POLICY. THIS POLICY REQUIRES THAT A CLAIM BE MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD.

DEFENSE COSTS WITHIN LIMITS

THIS POLICY CONTAINS PROVISIONS WHICH LIMIT THE AMOUNT OF CLAIM EXPENSES THE INSURER IS RESPONSIBLE TO PAY IN CONNECTION WITH CLAIMS. CLAIM EXPENSES SHALL BE SUBJECT TO ANY DEDUCTIBLE AMOUNT. THE PAYMENT OF CLAIM EXPENSES WILL REDUCE THE LIMITS OF LIABILITY STATED IN ITEM 4. OF THE DECLARATIONS.

PLEASE READ YOUR POLICY CAREFULLY.

Policy Number: NRE40PL100975-00

Renewal of: New

1. Named Insured: Linda L. Washam-Whitley

2. Address: 3611 Kirkman Street  
Lake Charles, LA 70607

3. Policy Period: From: December 5, 2023 To: December 5, 2024  
12:01 A.M. Standard Time at the address of the Named Insured as stated in item 2. Above.

4. Limit of Liability:  
A. Each Claim Limit of Liability \$ 1,000,000  
B. Policy Aggregate Limit of Liability \$ 1,000,000

5. Deductible: \$ 5,000 Each Claim

6. Policy Premium: \$ 663

7. Retroactive Date: Full Prior Acts

8. Notice to Company: Notice of a Claim or Potential Claim should be sent to:  
OREP Insurance Services: [info@orep.org](mailto:info@orep.org)  
6353 El Cajon Blvd, Suite 124-605  
San Diego, CA 92115

9. Program Administrator: OREP Insurance Services, LLC – [info@orep.org](mailto:info@orep.org)

10. Forms and Endorsements Attached at Policy Inception: See Schedule of Forms

If required by state law, this policy will be countersigned by an authorized representative of the Company.

Date: November 3, 2023

By: Isaac Peck  
Authorized Representative

N DEC 40002 04 22

Page 1 of 1



**Appraiser License**

ORDINANCE NO.                      M-C SERIES

ORDINANCE AUTHORIZING MAYOR MIKE DANAHAAY TO SIGN  
COOPERATIVE ENDEAVOR AGREEMENT WITH CALASIEU PARISH  
POLICE JURY TO ACQUIRE FULL OWNERSHIP INTEREST OF  
ADJUDICATED PROPERTY LOCATED AT 104 RAILROAD AVENUE

WHEREAS, under La. R.S. 47:2236 *et seq.* when property has been adjudicated to a political subdivision, the political subdivision may declare by ordinance that it intends to acquire full ownership interest in the property; and

WHEREAS, the City of Sulphur will acquire full ownership of the below-described property:

COMMENCING 140 FEET EAST OF THE SOUTHWEST CORNER OF  
BLOCK “A”, SULPHUR, LOUISIANA, THENCE EAST 60 FEET, THENCE  
NORTH 100 FEET, THENCE WEST 60 FEET, THENCE SOUTH 100 FEET  
TO POINT OF COMMENCEMENT

MUNICIPAL ADDRESS OF PROPERTY:  
104 RAILROAD AVENUE  
SULPHUR, LA

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Mike Danahay to sign Cooperative Endeavor Agreement with Calcasieu Parish Police Jury to acquire full ownership interest of adjudicated property located at 104 Railroad Avenue – Assessment Number 01123750A.

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

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



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

STATE OF LOUISIANA  
PARISH OF CALCASIEU

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Calcasieu Parish Police Jury (hereinafter referred to as "PARISH"), herein represented by its President, Anthony L. Bartie, and the City of Sulphur, Louisiana (hereinafter referred to as "CITY"), herein represented by its Mayor, Mike Danahay; and

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

WHEREAS, the parties to this agreement are also parties to a "Cooperative Endeavor Agreement for Adjudicated Property" in which all signatories (i) are political entities within the Parish of Calcasieu that either levy ad valorem taxes or collect property taxes; (ii) have agreed to effect the orderly placement of abandoned properties back into the economic stream of commerce and back on tax rolls while providing payment at the time of the sale of such properties all charges listed on tax rolls, as well as penalties, interest and liens; and (iii) have authorized the PARISH to cancel all past due ad valorem taxes, penalties, interest, charges and liens on behalf of the signatories; and

WHEREAS, the CITY is in need of property adjacent to or in the vicinity of its other city properties to include Sulphur City Hall; and

WHEREAS, the PARISH and the CITY desire to acquire certain properties pursuant to an adjudicated tax sale for the following:

Assessment No. 01123750 - 2015 municipal and parish ad valorem taxes due from Walter Craig Ellender, Assessment No. 01123750, which tax deed was filed for record on June 26, 2016 at Clerk's File Number 3234946, Conveyance Book 4125, Page 230 of the records of Calcasieu Parish, Louisiana.

99% Interest In 99% Interest In -  
Commencing 140 feet East of the Southwest corner of Block "A",  
Sulphur, Louisiana, thence East 60 feet, thence North 100 feet, thence  
West 60 feet, thence South 100 feet to point of commencement.

Assessment No. 01123750A - 2017 municipal and parish ad valorem taxes due from Walter Craig Ellender, Assessment No. 01123750A, which tax deed was filed for record on August 1, 2018 at Clerk's File Number 3325193, Conveyance Book 4274, Page 516 of the records of Calcasieu Parish, Louisiana.

1 % Interest In -  
Commencing 140 feet East of the Southwest corner of Block "A",  
Sulphur, Louisiana, thence East 60 feet, thence North 100 feet, thence  
West 60 feet, thence South 100 feet to point of commencement.

Assessment No. 01123750B - 2015 municipal and parish ad valorem taxes due from Husker Partners BMO Harris, Assessment No. 01123750B, which tax deed was filed for record on June 26, 2016 at Clerk’s File Number 3234990, Conveyance Book 4125, Page 293 of the records of Calcasieu Parish, Louisiana.

1 % Interest in 99% Interest In -  
Commencing 140 feet East of the Southwest corner of Block “A”,  
Sulphur, Louisiana, thence East 60 feet, thence North 100 feet, thence  
West 60 feet, thence South 100 feet to point of commencement.  
Physical Address: 104 Railroad Avenue  
Sulphur, Louisiana

WHEREAS, the following parishwide taxing entities; Calcasieu Parish Police Jury, Calcasieu Parish Law Enforcement District (Sheriff Tony Mancuso), Calcasieu Parish School System, and Calcasieu Parish Tax Assessor, have specifically agreed to withdrawal said property waiving any rights they may have to pro rata portions of sums that would otherwise be received from the sale of such adjudicated properties by the PARISH; and

WHEREAS, both parties to this agreement and all signatories of the “Cooperative Endeavor Agreement for Adjudicated Property” will benefit from the placement of the said subject property in the authority of the CITY; and

THEREFORE, it is agreed that the PARISH, as administrator of the adjudicated properties in Calcasieu Parish, may withdraw from the “Cooperative Endeavor Agreement for Adjudicated Property” certain properties already adjudicated to, and designated by, the CITY, any property currently used, or to be used, for the benefit of the public. Through this agreement, the PARISH does hereby withdraw the property described above from the purview of the “Cooperative Endeavor Agreement for Adjudicated Property,” thereby allowing the CITY to acquire, through its sole efforts, said property.

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

WITNESSES: **CALCASIEU PARISH POLICE JURY:**

\_\_\_\_\_  
Witness Signature BY: \_\_\_\_\_  
ANTHONY L. BARTIE, PRESIDENT

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

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

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

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

\_\_\_\_\_  
Notary Printed/Stamped



THUS DONE AND SIGNED on the \_\_\_\_ day of \_\_\_\_\_2024, in Lake Charles, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

CITY OF SULPHUR:

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

BY: \_\_\_\_\_  
MIKE DANAHAHAY, MAYOR

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

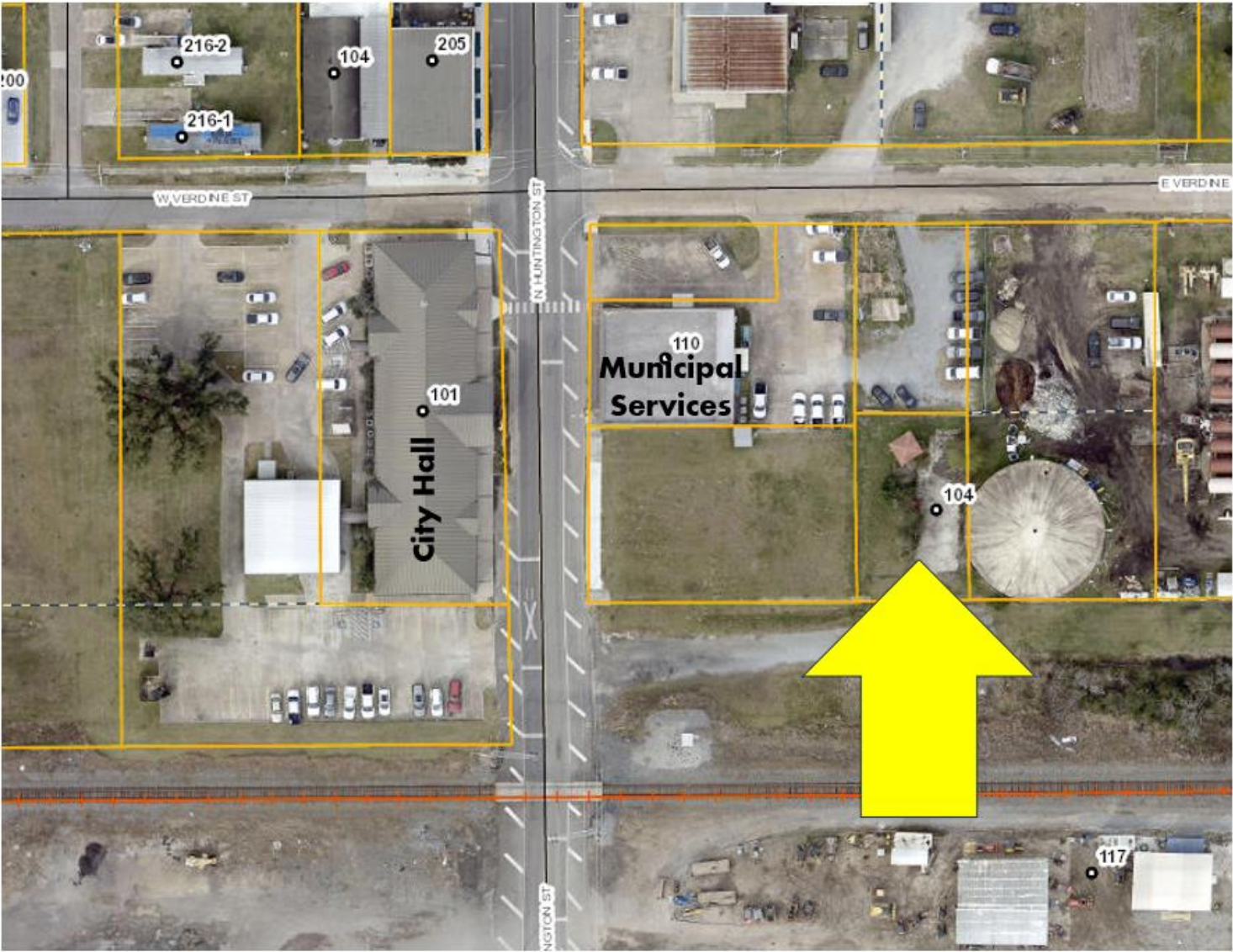
\_\_\_\_\_  
Witness Signature

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

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

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

DRAFT







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

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

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	TYPE	DESCRIPTION	YEAR	MAKE	MODEL	SERIAL #/VIN #	REASON	DATE	ESTIMATED VALUE
SHOP	MISC	SCRAP METAL					SCRAP	2/15/202	\$50
FINANCE	TQ	2010 DODGE DAKOTA	2010	DODGE	DAKOTA	1D7CE3GP3AS131731	NOT IN USE	2/15/202 4	\$2,500
FIRE	MISC	SOUND EQUIPEMENT	UNK	MULTIP LE	MULTI	MULTIPLE	NOT IN USE	3/1/2024	\$300
POLICE	TQ	2014 CHEVY CAPRICE	2014	CHEVY	CAPRICE	6G3NS5U25EL946 824	SCRAP	3/1/2024	\$20
POLICE	TQ	2012 CHEVY CAPRICE	2012	CHEVY	CAPRICE	6G1MK5U23CL60 5388	SCRAP	3/1/2024	\$20
POLICE	TQ	2015 CHEVY CAPRICE	2015	CHEVY	CAPRICE	6G3NS5U20FL111 909	SCRAP	3/1/2024	\$20
WW PLANT	MISC	SCRAP METAL					SCRAP	3/27/2 024	\$500.00
MUNC SRVCS	MISC	2 ¾ BOXES CARBON PAPER					DON'T USE	4/22/2 024	\$50.00

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

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

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

\_\_\_\_\_  
, 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 DANAHAHAY TO ENTER INTO A  
COOPERATIVE ENDEAVOR AGREEMENT WITH CALCASIEU PARISH  
POLICE JURY FOR SUMMER FEEDING PROGRAM.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Mike Danahay to sign Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury for Summer Feeding Program.

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

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

\_\_\_\_\_  
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

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

STATE OF LOUISIANA  
PARISH OF CALCASIEU

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

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

WHEREAS, the PARISH has the authority under Louisiana Revised Statute 33:1236 to provide certain social programs for the benefit of the citizens of the PARISH;

WHEREAS, the PARISH has agreed to sponsor a Summer Food Service Program, hereinafter referred to as "PROGRAM," in coordination with the Calcasieu Parish School Board, area municipalities, and other community-based organizations in Calcasieu Parish;

WHEREAS, the CITY desires to cooperate with the PARISH in providing assistance with promoting the PROGRAM;

WHEREAS, the PARISH and the CITY consider the public benefit of providing nutritious meals to children who would otherwise not have access to the meals to be proportionate to the costs associated with this activity.

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



## **1. Scope of Agreement**

The PARISH and the CITY hereby agree to the following:

### **A. PARISH Obligations:**

- a. The PARISH will administer the PROGRAM on behalf of the CITY by working with the Louisiana Department of Education and the CITY and will adhere to all policies and procedures applicable in administering the PROGRAM.
- b. The PARISH will provide two (2) feeding locations inside the CITY limits.
- c. The PARISH will be responsible for hiring and paying persons to work in any aspect of the PROGRAM operations.
- d. The PARISH will include the CITY's logo on all PROGRAM advertisements.
- e. The PARISH will provide training for all PROGRAM employees.
- f. The PARISH will provide its own waste dumpsters at one (1) site.

### **B. CITY Obligations:**

- a. The CITY will provide funding assistance in the amount of six thousand dollars (\$6,000) per lunch service location by May 31, 2024, in support of the operation of the PROGRAM.
- b. The CITY will assist with promoting the PROGRAM by advertising on various media outlets available to the CITY.

## **2. Term of Agreement**

The initial term of this agreement shall commence upon execution of this agreement and shall continue until July 31, 2024.

## **3. Payment Terms**

Under this agreement, the CITY agrees to pay the PARISH six thousand dollars (\$6,000) based upon three thousand dollars (\$3,000) funding assistance per lunch service location. Payment of the total amount is to be made to the PARISH by May 31, 2024, and is inclusive of all amounts properly due.

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

#### 4. Amendments and Assignments

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

#### 5. Records and Audits

It is understood that this agreement will be utilized as part of a federal reimbursement grant (United States Department of Agriculture: Office of Food and Nutrition Service – Summer Food Service Program for Children (SFSP) – Assistance Listing Number (ALN) 10.559) and therefore both parties agree to maintain accounts and records, including personnel, property and financial records, adequately to identify and account for all costs pertaining to this agreement and to ensure full compliance with the requirements of the above grant.

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

In compliance with grantor and national policy requirements, including the above referenced federal grant requirements, both parties agree to adhere to the following regulations, where applicable:

(a) Federally Required Contractual Provisions:

- (1) **Administrative, Contractual or Legal Remedies** are required in all contracts in excess of the simplified acquisition threshold amount that are funded with federal funds and are addressed in various sections of this agreement,
- (2) **Termination Provision** requires all contracts in excess of \$10,000 to contain a provision for termination of the contract for cause or convenience and this provision is addressed in Section 8 of this agreement,
- (3) For all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3, **Equal Employment Opportunity**, including Executive Order 11246 which was further amended by Executive Order 11375, which requires equal opportunity for all persons, without regard to race, color, religion, sex or national origin, employed or seeking employment with government contractors or with contractors performing under federally assisted construction contracts,



- (4) For all construction contracts in excess of \$2,000 and required by federal grant regulations, **Davis Bacon Act**<sup>1</sup> which requires payments of wages for laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor and said wage payments will be made at least weekly,
- (5) For all applicable contracts in excess of \$100,000 that involve the employment of mechanics or laborers, **Contract Work Hours and Safety Standards Act** which prohibits certain unsanitary, hazardous or dangerous working conditions and requires that wages of every mechanic and laborer to be on the basis of a standard work week of forty hours with any work in excess of forty hours per week to be compensated at a rate of not less than one and one-half times the basic rate of pay,
- (6) For all contracts that meet the definition of “funding agreement” under 37 CFR Part 401.2(a) and involve a contract with a small business firm or nonprofit organization regarding the assignment or performance of experimental, developmental or research work must comply with the **Rights to Inventions Made Under a Contract or Agreement** contained in 37 CFR Part 401,
- (7) All contracts, subcontracts and sub-grants in excess of \$150,000 must contain a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the **Clean Air Act** and the **Federal Water Pollution Control Act**,
- (8) **Debarment and Suspension (Executive Orders 12549 and 12689 and 2 CFR Part 180)** which prohibit the contracting with any party listed on the “System for Award Management” (SAM.gov), which identifies all parties that have active exclusions (i.e. suspensions, debarments) imposed by a federal agency,
- (9) **Byrd Anti-Lobbying Prohibition (31 U.S.C. 1352)** prohibits the use of federal funds to pay any person or organization for influencing or attempting to influence anyone with any federal contract, grant or other award covered by 31 U.S.C. 1352 and also requires that Contractors that apply or bid for an award exceeding \$100,000 where federal funds are used must file the required certification stating that the parties will not and have not used federal funds to pay any person or organization for influencing or attempting to influence anyone with any federal contract, grant, or other award covered by 31 U.S.C. 1352,
- (10) **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** wherein 2 CFR Part 200.216 prohibits use of federal grant or loan funds to enter into, renew or extend any agreement to procure or obtain equipment, services, or systems that use telecommunications equipment or services produced by Huawei Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) as a substantial or essential component of that system,

- (11) **Domestic Preferences for Procurements** for when federal funds are utilized, and where appropriate and to the extent consistent with other laws and regulations, 2 CFR Part 200.322 allows a federal award to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products),
- (12) **Procurement of Recovered Materials** as required by 2 CFR Part 200.323 which requires procurements in excess of \$10,000 to contain the highest percentage of recovered materials practicable while consistent with maintaining a satisfactory level of competition.

(b) National Policy Requirements:

- (1) **Civil Rights Act of 1964**, including Title VI, which generally speaking, states that no person shall on the grounds of race, color or national origin shall be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance,
- (2) **Age Discrimination Act of 1975** which prohibits discrimination based on age in programs or activities receiving federal financial assistance,
- (3) **Americans with Disabilities Act of 1990**, with respect to building construction or alteration, prohibits discrimination based on a disability defined as a physical or mental impairment that substantially limits a major life activity,
- (4) **Section 504 of the Rehabilitation Act of 1973**, if specifically required by the federal agency, which prohibits the exclusion of an otherwise qualified individual because of a disability in programs receiving federal financial assistance including program accessibility, accessible new construction and alterations, reasonable accommodations and effective communication with hearing and visually disabled (this requirement may vary with each federal agency),
- (5) For all construction or repair contracts, **Copeland "Anti-Kickback" Act** which requires all contracts and sub-grants for construction or repair to contain a provision that prohibits a contractor or sub-contractor from inducing, by any means, any person employed in the construction, completion or repairs of public work to give up any part of the compensation to which he is otherwise entitled,
- (6) **National Environmental Policy Act and National Historic Preservation Act** which prohibit any activities that will have an adverse impact on the environment and regulate activity on property or structures that are deemed historic,
- (7) **Energy Policy and Conservation Act** which require the contractors to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan,
- (8) **Reporting Provision** requires that all contracts should include a requirement that the SUB RECIPIENT assist the GRANTEE, when applicable, with any awarding agency requirements and regulations pertaining to reporting,



- (9) **Record Retention Provision** requires that any contract executed must include a provision that all required records will be maintained by the contractor/firm for a minimum period of three years after the GRANTEE formally closes out each federal program (GRANTEE and SUB RECIPIENT grant managers should verify the three year record retention period with each respective grant agency to ensure that a longer period is not required),
- (10) **2013 National Defense Authorization Act (41 United States Code (U.S.C.) 4712, Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection)** subjects any subawards and contracts over the federal simplified acquisition threshold to the provisions of the above act regarding rights and remedies for employee whistleblower protections,
- (11) **National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973** which require recipients of federal grants that are acquiring, constructing or repairing property in a special flood hazard area, and with an estimated cost in excess of \$10,000, to purchase flood insurance,
- (12) **Wild and Scenic Rivers Act of 1968** which protects components or potential components of the national wild and scenic rivers system,
- (13) **Resource Conservation and Recovery Act** which requires proper handling and disposal of solid waste,
- (14) **Toxic Substance Control Act** which places restrictions on chemicals that pose unreasonable risks, such as surfaces that could be covered with lead-based paint,
- (15) **Federal Agency Seal(s), Logos, Crests, or Reproductions of Flags or Likeness of Federal Agency Officials** are prohibited from being utilized without specific federal agency pre-approval, and
- (16) **False Claims Act and 32 U.S.C. Chapter 38 (Administrative Remedies)** which prohibits the submission of false or fraudulent claims for payment to the federal government identifying administrative remedies for false claims and statements made which the CONTRACTOR herein acknowledges

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

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

The PARISH will indemnify, defend, and hold harmless the CITY, including the CITY's employees and agents, from and against any and all claims or liabilities arising from the fault of the PARISH, its employees or agents in carrying out the PARISH's duties and obligations under the terms of this agreement. The CITY will indemnify, defend, and hold harmless the PARISH, including the PARISH's employees and agents, from and against any and all claims or liabilities arising from the fault of the CITY, its employees or agents in carrying out the CITY's duties and obligations under the terms of this agreement. This section will survive the termination of this agreement. In the event that either party takes any action to enforce this

mutual indemnity provision, the prevailing party shall be entitled to recover reasonable attorney's fees and costs arising as a result thereof.

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

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

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

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

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

## **9. No Authorship Presumptions**

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



**10. Address of Notices and Communications**

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

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

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

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

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

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

WITNESSES:

**CALCASIEU PARISH POLICE JURY:**

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

BY: \_\_\_\_\_  
ANTHONY L. BARTIE, PRESIDENT

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

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

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

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

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

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

WITNESSES:

CITY OF SULPHUR:

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

BY: \_\_\_\_\_  
MIKE DANAHAY, MAYOR

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

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

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

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

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



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

ORDINANCE AUTHORIZING MAYOR DANA HAY TO SIGN THE LA DOTD MAINTENANCE AGREEMENT FOR MOWING AND LITTER PICKUP FOR FY YEAR ENDING JUNE 30, 2025.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Mike Danahay to sign the LA DOTD Maintenance Agreement for mowing and litter pickup for FY ending June 30, 2025.

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

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

**MAINTENANCE AGREEMENT  
INCLUDING MOWING AND LITTER PICKUP**

**FOR THE FISCAL YEAR ENDING JUNE 30, 2025**

**BETWEEN**

**CITY OF SULPHUR**

**AND**

**STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
OFFICE OF ENGINEERING**



**AGREEMENT**

This **AGREEMENT**, ("Agreement") is made and entered into this \_\_\_\_\_ day of, \_\_\_\_\_, 2024, by and between the **STATE OF LOUISIANA**, through the Department of Transportation and Development, hereinafter referred to as ("**DOTD**"), represented herein by its Secretary or his duly authorized designee, and the City of Sulphur, hereinafter referred to as ("**Municipality**"), appearing herein through its Mayor, Mike Danahay, duly authorized.

**WITNESSETH:**

**WHEREAS**, pursuant to the provisions of LSA-R.S. 48:193, **DOTD** is directed to repair and to keep in operating condition, at its sole cost and expense, all municipal roads and streets within the State Highway System as it is defined in LSA- R.S. 48:191, hereinafter sometimes referred to as the "State Highway System" or "State Roadway"; and

**WHEREAS**, further, LSA-R.S. 48:193 authorizes municipalities to request that the repair and maintenance of said State Roadways located within their respective municipalities be performed by the municipality, at the State's expense; and

**WHEREAS**, **DOTD** lacks sufficient personnel and equipment to perform mowing and litter collection on a routine and continuing basis and wishes to enter into an agreement with the **Municipality** to perform maintenance directly related to mowing and litter collection on the State Roadways located within the City of Sulphur; and

**NOW, THEREFORE**, it is hereby agreed between **DOTD** and **Municipality**:

**ARTICLE I:**  
**Covered Roadways:**

This Agreement applies only to those State Roadways identified on the List of Routes for Maintenance Agreement shown on Exhibit "A", a copy of which is appended hereto and made a part hereof by reference. These State Roadways are collectively referred to as "State Roadways" and, for purposes of this Agreement, the term "State Roadway" shall include all rights of ways and roadway shoulders associated with the State Roadways.

**ARTICLE II:**  
**Mowing Litter and Trash Collection**

The **Municipality** shall conduct its operation in a manner such that the safety and convenience of the public shall be regarded as a priority. All equipment and traffic control devices shall be in accordance with the Manual on Uniform Traffic Control Devices. The



**DOTD** reserves the right to stop the **Municipality** from working or order any piece of equipment removed from the roadway or right of way should it be determined that the minimum safety standards are not being met.

**Prior to beginning a litter collection or mowing cycle the Municipality shall contact the DOTD District Office or the Parish Maintenance Office advising them of the starting date.**

**The Municipality will be required to report daily work activities on the form provided (Exhibit "B" attached) and shall include the work completed (mowing) and litter amount in cubic yards collected each day for the duration of the cycle or period of time that the work is being performed.**

**Completed Forms shall be maintained by the municipality and shall be submitted to the DOTD district contact with the semi-annual invoice for covered time period.**

**Failure to turn in the Completed Form with the semi-annual invoice will delay payment until the required Daily Work Reports are submitted.**

The **Municipality** shall pick up and properly dispose of all trash and debris located on the State Roadways prior to conducting mowing operations. Litter and trash collection shall precede the mowing operation by no more than 24 hours. The **Municipality** shall perform litter and debris pick-up on all grass and vegetative areas, ditches, paved roadside shoulders and areas beneath overhead bridges and roadways. All litter, trash and debris uncovered by the mowing operation shall be picked up within 48 hours of the mowing operation. All litter, trash and debris shall be collected and piled or bagged off of the travel lanes and paved shoulders of the State Roadways and must be removed from the right-of-ways by the close of business the same workday that it is collected. **Municipality** shall provide, at its own expense, all equipment necessary to perform the duties provided for in this Agreement, including but not limited to, all trash bags, mowing and trimming equipment and herbicide applicators. **Municipality** shall record and document the amount of litter collected and report these amounts to the appropriate DOTD District Engineer at the time invoices are submitted for payment.

For purposes of this agreement litter, trash and debris shall mean all trash, debris, litter, junk, rubbish, paper, cardboard, glass, cans, discarded items, garbage, old tires, treads, dead trees, wood materials, concrete, etc. The Municipality will not be required to pick up every isolated cigarette butt, chip of glass or similar small objects.

The **Municipality** shall mow grass and cut or otherwise control mowable vegetation along ditches, around signs, guardrails and bridge ends, trim overhanging grass along curbs, and remove litter and debris within the designated, dedicated or apparent right of



way. For purposes of this Agreement, mowable vegetation is defined as any trees, vegetation, brush, etc., that is two inches in diameter or less measured five inches above the ground. Mowing and litter removal shall be accomplished a minimum of four (4) times per year. The dates of the mowing operations shall be set forth on the Mowing Plan submitted by Municipality to Roadside Development Coordinator assigned to the DOTD District where the mowing operations are to take place.

Natural stands or planted stands of wildflowers shall not be cut until after seed heads have formed unless, in the opinion of DOTD District Administrator, the flowers are causing a traffic hazard or have a very undesirable appearance.

If, during the term of this Agreement, DOTD alters or makes repairs to State Roadways covered by this Agreement, DOTD will initiate contact with the Municipality to revise mowing and litter pick-up practices for the applicable State Roadway.

The Municipality shall be responsible for payments to its employees and contractors who perform work pursuant to this Agreement and shall be responsible for payroll taxes and benefits due each employee who is assigned to work pursuant to this Agreement.

Nothing herein is intended to create a statutory employer relationship between DOTD and the employees or contractors of the Municipality.

### **ARTICLE III:** **Use of Herbicide/Chemicals in Mowing Operations**

The Municipality may utilize Vegetation Management Plans involving the use of herbicides/chemicals by the Municipality, provided that the Municipality obtains written approval from the DOTD District Administrator. The Municipality may elect to enter into a contract with third parties to administer herbicides. The following conditions shall apply to all Vegetation Management Plans involving the use of herbicides/chemicals whether performed by the Municipality or its contractor:

All liability arising from the use or misuse herbicides/chemicals pursuant to this Agreement shall be the responsibility of the Municipality and, when applicable, the Municipality's contractor making said chemical applications.

Municipality shall notify DOTD of its intention to apply chemicals for growth retarding purposes. Said notification shall be in writing and shall be included in the Municipality's Roadside Management Plan. The Roadside Management Plan shall include projected mowing and spraying schedules for the yearly contract. All herbicide applicators must possess a Category 6 Pesticide Applicators license obtained through the Louisiana Department of Agriculture and Forestry. A copy of licenses shall be included in the



**Municipality's** Management Plan if the work is to be performed by **Municipality** employees. If herbicide/chemical application will be performed by **Municipality's** contractor, proof of insurance and required Louisiana licensing procedures shall be followed. The **DOTD** reserves the right to inspect and approve all forms of application equipment when making herbicide/chemical applications to **DOTD** Roadways and rights of ways.

All herbicide/chemical applications performed from the traveling roadway shall be performed in accordance with **DOTD's** "Safety Policy and Procedure Manual". This shall include, but is not limited to, the use of arrow boards and crash attenuators when applications are made from the inside lane or fast-moving lane on divided highways. The **DOTD** reserves the right to approve all herbicides/chemicals used in herbicide/chemical treatments to **DOTD** rights of ways. A list of herbicides/chemicals and the quantities to be used are contained in the **DOTD** Policy for Roadside Management.

The **DOTD** reserves the right to disallow the use of Integrated Roadside Management practices in sensitive areas or sites or sites deemed by **DOTD** as unsuitable for such practices.

The **Municipality** or its contractor shall consult with the **DOTD** Roadside Development Coordinator, on an annual basis, to verify whether any of these conditions exist.

The maximum number of generalized herbicide applications, shall be limited to two (2) per growing season.

The maximum number of generalized seed-head suppression applications shall be limited to two (2) per growing season.

A combination of the above two types of spraying maybe allowed, but no more than two in any given growing season.

Further, there shall be a contract mowing cycle interspersed between any two herbicide applications.

#### **Spot Treatments:**

Spot treatments for weed control shall be allowed. Products used for spot treatments shall have no injurious effects to the predominant turf grass. Chemical control of grasses and weeds around signs, guardrails, light standards, revetments and bridge ends will be allowed. The Municipality shall obtain prior approval from the District Roadside Development Coordinator for the chemicals used by the **Municipality** for spot treatments.



All concerns or questions relating to the use of herbicides shall be directed to the DOTD District Administrator.

**ARTICLE IV:**  
**Reimbursement**

DOTD will reimburse the **Municipality** on a semi-annual basis for work performed pursuant to this Agreement. **The documentation required in Article II shall be submitted with each invoice. Payment will be withheld until the documentation is submitted and approved by DOTD.**

**ARTICLE V:**  
**Payments**

**Municipality** shall be reimbursed by DOTD the amount of Eight Hundred Seventy Five and 00/100 Dollars, (\$875.00) per cycle, per mile for Interstate Roadways; Five Hundred and 00/100 Dollars, (\$500.00) per cycle, per mile for divided State Roadways; and Two Hundred Fifty and 00/100 Dollars (\$250.00) per cycle, per mile for undivided State Roadways. All such payments shall be for work performed under the provisions of Article II - Litter and Trash Collection of this Agreement.

The total mileage to be maintained by the **Municipality** pursuant to this Agreement and for which the **Municipality** is entitled to reimbursement by DOTD is 9.30 miles. Of this, 0.00 miles are Interstate Roadways; 1.54 miles are divided State Roadways and 7.76 miles are undivided State Roadways. The total maximum amount for which the **Municipality** may claim reimbursement is **TEN THOUSAND EIGHT HUNDRED FORTY AND 00/100 DOLLARS, (\$10,840.00)**. It is understood and agreed that the rates per cycle, per mile at which the **Municipality** is to be reimbursed are without regard to the type of wearing surface of the traffic lanes or other features of the State and Interstate Roadways covered by this Agreement.

**ARTICLE VI:**  
**Substandard Performance**

If, in the opinion of the DOTD District Administrator, the **Municipality** has failed to properly fulfill its obligation with respect to any or all State Roadways covered by this Agreement, and after the **Municipality** has been notified in writing and given adequate opportunity to correct the condition, the **Municipality** has failed or refuses to correct said problem, the DOTD's District Administrator may order the DOTD maintenance forces to perform such work as, in his or her opinion, is necessary for the proper maintenance of the State Roadways and the DOTD may deduct the cost thereof from any monies due or that become due to **Municipality**.



**ARTICLE VII:**  
**Indemnification**

The **Municipality** shall defend, indemnify, save and hold harmless the State of Louisiana, through the Department of Transportation and Development, its offices, agents, servants and employees, including volunteers, from and against any and all claims, demands, suits, judgments of sums of money, attorneys' fees, court costs, expense and liability, to any party or third person, including, but not limited to, amounts for or arising out of injury or death to any person for loss of life, injury, damage, loss or destruction of any property, or damages for tort or breach of contract or any other basis of liability growing out of, resulting from, or by reason or any act, omission, operation or work of the **Municipality**, its agents, contractors, servants and employees, or on account of negligence in safeguarding the work or through use of unacceptable materials in maintaining the work, or because of any negligent act, omission or misconduct of the municipality, or because of claims or amount recovered from infringement of patent, trademark or copy right, or from claims or amounts arising or recovered under Worker's Compensation Act, or other law, ordinance, order or decree, or any and all costs, expense and/or attorneys' fees incurred by the municipality or **DOTD** as a result of any claims, demands, and/or causes of action while engaged upon or in connection with the performance of this Agreement by the **Municipality** or its contractors, employees, agents and assigns under this Agreement, except for those claims, demands, and/or causes of action arising out of the sole negligence of the Department or its agents, representatives and/or employees. The **Municipality** agrees to investigate, handle, respond to, provide defense for and defend, any such claims, demand or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claim, demand or suit is groundless, false or fraudulent.

**ARTICLE VIII:**  
**Funding Contingency**

The continuation of this Agreement is contingent upon the appropriation of funds by the Louisiana State Legislature to the **DOTD** to fulfill the requirements of this Agreement. If the Legislature fails to appropriate sufficient monies to provide the continuation of this Agreement, or if such appropriation is reduced by veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Agreement, this Agreement shall be reduced or terminate on the date said funds are no longer available.

**ARTICLE IX:**  
**Limitation On Use of State Funds**

The **Municipality** agrees to use the funds provided by the State through **DOTD** only for the services authorized in this Agreement and in accordance with constitutional and statutory restrictions on the use of State funds for public purposes.

**ARTICLE X:**  
**Term and Cancellation**

This Agreement shall begin on **July 1, 2024**, and shall end on **June 30, 2025**, but may be terminated earlier under any or all of the following conditions:

By mutual agreement and consent of the parties hereto.

By the **DOTD** as a consequence of the failure of the **Municipality** to comply with the terms or quality of work in a satisfactory manner.

By either party upon failure of the other party to fulfill its obligations as set forth in this Agreement.

By either party giving thirty (30) days written notice to the other party.

By the **DOTD** upon withdrawal or reduction of funding by the Louisiana Legislature or by any other lawful manner.

By either party as the result of an Act of God that prohibits performance, by either party, of duties proscribed in this Agreement.

If termination is made under condition four (4), above, after work has begun, the **Municipality** will be paid for all services rendered to date of termination.

**DOTD** may, at its option, suspend the services performed pursuant to this Agreement, without penalty of any kind, and without terminating the Agreement. Should the **DOTD** desire to exercise this right of suspension, it may do so by providing the **Municipality** with prior written notice of its intent to suspend the Agreement, thirty (30) days in advance of the effective date of suspension. The Agreement may be reinstated and resumed in full force and effect by **DOTD** by providing the **Municipality** with sixty (60) days written notice to that effect.



**ARTICLE XI:**  
**Claims for Liens**

The **Municipality** shall hold the **DOTD** harmless from any and all claims for liens for labor, services or materials furnished to the **Municipality** in connection with the performance of his obligations under this Agreement.

**ARTICLE XII:**  
**Compliance With Laws**

The **Municipality** agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the **Municipality** agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

**ARTICLE XIII:**  
**Agreement Modifications**

Any changes or modifications to the terms of this Agreement must be made by a fully executed Supplemental Agreement.

**ARTICLE XIV:**  
**Disputes**

Any dispute concerning a question of fact in connection with the work not disposed of by this Agreement or by agreement of the parties shall be referred to the **DOTD's** Secretary or his duly authorized representative for determination, whose decision in the matter shall be final and conclusive on the parties to this Agreement.

**ARTICLE XV:**  
**Record Keeping, Reporting and Audits**

The **Municipality** shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred relative to this project and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under this

Agreement, for inspection by the **DOTD** Audit Control Section, the Legislative Auditor, and/or the Office of the Governor, Division of Administration Auditors under State

and Federal Regulations effective as of the date of this Agreement and copies thereof shall be furnished if requested.

**ARTICLE XVI:**  
**Covenant Against Contingent Fees**

The **Municipality** warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the **Municipality** to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the **Municipality**, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

The **DOTD** shall have the right to annul this Agreement without liability or, in its discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee if the **Municipality** breaches or violates this warranty.

No member of or delegate to Congress or resident commissioner shall be entitled to any share or part of this Agreement or to any benefit that may arise there from, but this provision shall not be construed to extend to a contract if made with a corporation for its general benefit.

**ARTICLE XVII:**  
**Subletting, Assignment or Transfer**

The **Municipality** shall not subcontract any of his duties or responsibilities under this Agreement without the express written consent of DOTD.

The **Municipality** shall not assign any interest in this Agreement and shall not transfer any interest in same, whether by assignment or novation, without prior written consent of the DOTD, provided however, that claims for money due or to become due to the **Municipality** from DOTD may be assigned to a bank, trust company, or other financial institution without prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the DOTD.

**ARTICLE XVIII:**  
**Successors and Assigns**

This Agreement shall be binding upon the successors and assigns of the respective parties hereto.



**WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed by their respective officers, thereunto duly authorized as of the day and year first above written.

**THUS DONE AND SIGNED** at Sulphur, Louisiana, this \_\_\_\_ day of \_\_\_\_\_, 2024.

**WITNESSES**

**Municipality**

\_\_\_\_\_

BY: \_\_\_\_\_  
(Signed Name)

\_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

City of Sulphur  
P.O. Box 1309, Sulphur LA 70664  
(337) 527-4500 (Phone)  
(337) 527-4529 (Fax)

Tax ID. # 72-6001361

THUS DONE AND SIGNED at Baton Rouge, Louisiana, this \_\_\_\_ day of \_\_\_\_\_, 2024.

**WITNESSES:**

**DOTD**

\_\_\_\_\_

\_\_\_\_\_ BY: \_\_\_\_\_  
TERRENCE J. DONAHUE  
SECRETARY

CITY OF SULPHUR ROAD DESCRIPTION

EXHIBIT "A"

	Description	Mileage	Control Section
LA 1256	(From Patch St.)(South of I-10) to I-10 N R/W)(Ruth)	0.15 Undivided	031-05
LA 1256	(From Patch St.)(South of I-10) to I-10 N R/W)(Ruth)	0.31 Divided	031-05
LA 27	(From US 90 to 0.87 mi. North at Brimstone Pipeline R/W (LA 27N)	0.87 Undivided	031-06
LA 27	(From Kingwood Drive- Beginning of grass median)(S. of I-10 to US 90 (Beglis Parkway)	0.14 Undivided	810-27
LA 27	(From Beginning of grass median-Weekly Roads)(S. of I-10 to US 90 (Beglis Parkway)	0.67 Divided	810-27
LA 27	(From Weekly Road – US 90)(S. of I-10 to US 90) (Beglis Parkway)	1.16 Undivided	810-27
LA 27	(From the south end of 10 c of a to US 90)(Cities Service Highway)	0.56 Divided	810-19
LA 108	(From the south of i-10 c of a to US 90)(Cities Service Highway)	1.17 Undivided	810-19
US 90	(From SRD Canal to Picard Rd)(Napoleon)	0.54 Undivided	003-03
US 90	(From Picard to Huntington ST. LA 27)(Napoleon)	0.42 Undivided	003-03
US 90	(From LA 27 HuntingtonSt.-Lewis ST)(Napoleon)	0.57 Undivided	003-04
US 90	(From Lewis ST. Post Oak Rd)(Napoleon)	1.02 Undivided	003-04
US 90	(From Post Oak Rd-Prater Rd)(Napoleon) Except from Auto Plex 2000 East P/L to Hwy 108 West R/W Line	1.72 Undivided	003-04

Total Undivided 7.76  
Total Divided 1.54  
Total Miles 9.30



“Exhibit B”

Municipality \_\_\_\_\_ Fiscal Year \_\_\_\_\_  
SRM No. \_\_\_\_\_  
Date from \_\_\_\_\_ Date to \_\_\_\_\_

The Municipality will be required to report daily work activities on on the form provided (Exhibit "B" attached) and shall include the work completed (mowing) and litter amount in cubic yards collected each day for the duration of the cycle or period of time that the work is being performed.

Completed form shall be maintained by the municipality and shall be submitted to the DOTD district contact with the semi-annual

[illegible]

Signed By: \_\_\_\_\_

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

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

Resolution accepting the Municipal Water Pollution Prevention Environmental Audit Report.

BE IT RESOLVED that the City of Sulphur informs the Louisiana Department of Environmental Quality that the following actions were taken by the City Council, the governing authority of the City of Sulphur, Louisiana:

1. Resolved the Municipal Water Pollution Prevention Environmental Audit Report which is attached to this resolution.

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

\_\_\_\_\_  
, Chairman

ATTEST:

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



**LOUISIANA**  
MUNICIPAL WATER  
POLLUTION PREVENTION  
MWPP



Facility Name:

Sulphur Regional WW Plant

LPDES Permit Number:

La 0067083

Agency Interest (AI) Number:

19201

Address:

PO Box 1309

Sulphur La 70644-1309

3400 Bayou D'Inde Rd  
Westlake La 70669

Parish:

Calcasieu

(Person Completing Form) Name:

Shane Fuselier

Title:

Supervisor

Date Completed:

04-11-2024

Permit #:

0 La 0067083

**PART 1: INFLUENT FLOW LOADINGS (all plants)**

- A. List the average monthly volumetric flows and BOD loadings received at your facility during the last reporting year.

Column 1 Average Monthly Flow (million gallons per day, MGD)		Column 2 Average Monthly BOD5 Concentration (mg/l)		Column 3 Average Monthly BOD5 Loading (pounds per day, lb/day)
7.51	x	93.1	x 8.34 =	5831
5.28	x	137	x 8.34 =	6033
5.89	x	121	x 8.34 =	5944
6.74	x	104	x 8.34 =	5846
6.17	x	94.7	x 8.34 =	4873
4.96	x	112	x 8.34 =	4633
4.75	x	93.8	x 8.34 =	3716
4.95	x	77.8	x 8.34 =	3212
5.57	x	80.8	x 8.34 =	3753
4.92	x	183	x 8.34 =	7509
4.29	x	124	x 8.34 =	4437
4.56	x	106	x 8.34 =	4031

BOD loading = Average Monthly Flow (in MGD) x Average Monthly BOD concentration (in mg/l) x 8.34

- B. List the design flow and design BOD loading for your facility in the blanks below. If you are not aware of these design quantities, refer to your Operation and Maintenance (O&M) Manual or contact your consulting engineer.

Design Flow, MGD:

9.0

x 0.90 =

8.10

Design BOD, lb/day:

11,259

x 0.90 =

10,133



Permit #:

0 La 0067083

- C. How many months did the monthly flow (Column 1) to the wastewater treatment facility (WWTF) exceed 90% of design flow? Circle the number of months and the corresponding point total. Write the point total in the box below at the right.

months	0	1	2	3	4	5	6	7	8	9	10	11	12
points	0	0	0	0	0	5	5	5	5	5	5	5	5

Write 0 or 5 in the C point total box

0

C Point Total

- D. How many months did the monthly flow (Column 1) to the WWTF exceed the design flow? Circle the number of months and corresponding point total. Write the point total in the box below at the right.

months	0	1	2	3	4	5	6	7	8	9	10	11	12
points	0	5	5	10	10	15	15	15	15	15	15	15	15

Write 0, 5, 10 or 15 in the D point total box

0

D Point Total

- E. How many months did the monthly BOD loading (Column 3) to the WWTF exceed 90% of the design loading? Circle the number of months and corresponding point total. Write the point total in the box below at the right.

months	0	1	2	3	4	5	6	7	8	9	10	11	12
points	0	0	5	5	5	10	10	10	10	10	10	10	10

Write 0, 5, or 10 in the E point total box

0

E Point Total

- F. How many months did the monthly BOD loading (Column 3) to the WWTF exceed the design loading? Circle the number of months and corresponding point total. Write the point total in the box below at the right.

months	0	1	2	3	4	5	6	7	8	9	10	11	12
points	0	10	20	30	40	50	50	50	50	50	50	50	50

Write 0, 10, 20, 30, 40 or 50 in the F point total box

0

F Point Total

- G. Add together each point total for C through F and place this sum in the box below at the right.

TOTAL POINT VALUE FOR PART 1:

0

(max = 80)

Also enter this value or 80, whichever is less, on the point calculation table on page 16.

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## PART 2 EFFLUENT QUALITY / PLANT PERFORMANCE

- A. List the monthly average effluent BOD and TSS concentrations produced by your facility during the last reporting year.

Month	Column 1 Average Monthly BOD (mg/l)	Column 2 Average Monthly TSS (mg/l)
April	12.1	43.9
May	13.0	46.1
June	10.7	19.5
July	9.64	21.4
August	8.83	14.8
September	13.7	22.6
October	21.6	41.0
November	9.63	53.2
December	8.76	39.6
January	12.1	43.9
February	15.8	29.6
March	25.1	50.8

- B. List the monthly average permit limits for your facility in the blanks below.

	Permit Limit		90% of Permit Limit
BOD, mg/l	30.0	x 0.90 =	27.0
TSS, mg/l	30.0	x 0.90 =	27.0



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C. Continuous Discharge to Surface Water.

- i. How many months did the effluent BOD (Column 1) exceed 90% of the permit limits? Circle the number of months and the corresponding point total. Write the point total in the box below at the right.

months	0	1	2	3	4	5	6	7	8	9	10	11	12
points	0	0	10	20	30	40	40	40	40	40	40	40	40

Write 0, 10, 20, 30 or 40 in the i point total box  i Point Total

- ii. How many months did the effluent BOD (Column 1) exceed permit limits? Circle the number of months and corresponding point total. Write the point total in the box below at the right.

months	0	1	2	3	4	5	6	7	8	9	10	11	12
points	0	5	5	10	10	10	10	10	10	10	10	10	10

Write 0, 5, or 10 in the ii point total box  ii Point Total

- iii. How many months did the effluent TSS (Column 2) exceed 90% of the permit limits? Circle the number of months and the corresponding point total. Write the point total in the box below at the right.

months	0	1	2	3	4	5	6	7	8	9	10	11	12
points	0	0	10	20	30	40	40	40	40	40	40	40	40

Write 0, 10, 20, 30 or 40 in the iii point total box  iii Point Total

- iv. How many months did the effluent TSS (Column 2) exceed permit limits? Circle the number of months and corresponding point total. Write the point total in the box below at the right.

months	0	1	2	3	4	5	6	7	8	9	10	11	12
points	0	5	5	10	10	10	10	10	10	10	10	10	10

Write 0, 5, or 10 in the iv point total box  iv Point Total

- v. Add together each point total for i through iv and place this sum in the box below at the right.

**TOTAL POINT VALUE FOR PART 2:**  (max = 100)

Also enter this value or 100, whichever is less, on the point calculation table on page 16.

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D. Other Monitoring and Limitations

- i. At any time in the past year was there an exceedance of a permit limit for other pollutants such as: ammonia-nitrogen, phosphorus, pH, total residual chlorine, or fecal coliform?

✓ Check one box.

☒ Yes

☐ No

If Yes, Please describe:

Fecal Coliform  
UV System is undergoing a rehab on UV System,  
lights, and controls.

- ii. At any time in the past year was there a "failure" of a Biomonitoring (Whole Effluent Toxicity) test of the effluent?

✓ Check one box.

☐ Yes

☒ No

If Yes, Please describe:

- iii. At any time in the past year was there an exceedance of a permit limit for a toxic substance?

✓ Check one box.

☐ Yes

☒ No

If Yes, Please describe:



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### PART 3: AGE OF THE WASTEWATER TREATMENT FACILITY

- A. What year was the wastewater treatment facility constructed or last major expansion/improvements completed?

2008

Current Year - Answer to A = Age in years

2024

2008

16

Enter Age in Part C below.

- B. ☒ Check the type of treatment facility that is employed.

#### FACTOR:

X

Mechanical Treatment Plant  
(trickling filter, activated  
sludge, etc...)

2.5

Specify Type:

SBR

     Aerated Lagoon

2.0

     Stabilization Pond

1.5

     Other

Specify Type:                     

1.0

- C. Multiply the factor listed next to the type of facility your community employs by the age of your facility to determine the total point value for Part 3.

#### TOTAL POINT VALUE FOR PART 3 =

$$\frac{2.5}{\text{Factor}} \times \frac{16}{\text{Age}} = \boxed{40} \text{ (max = 50)}$$

Also enter this value or 50, whichever is less, on the point calculation table on page 16.

- D. Please attach a schematic of the treatment plant.

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#### PART 4: OVERFLOWS AND BYPASSES

A.

- i. List the number of times in the last year there was an overflow, bypass or unpermitted discharge of untreated or incompletely treated wastewater due to heavy rain:

0 Check one box. ☒ 0 = 0 points ☐ 3 = 15 points  
☐ 1 = 5 points ☐ 4 = 30 points  
☐ 2 = 10 points ☐ 5 or more = 50 points

- ii. List the number of bypasses, overflows or unpermitted discharges shown in A (i) that were within the collection system and the number at the treatment plant

Collection System: 0 Treatment Plant: 0

B.

- i. List the number of times in the last year there was an overflow, bypass or unpermitted discharge of untreated or incompletely treated wastewater due to equipment failure, either at the treatment plant or due to pumping problems in the collection system:

1 Check one box. ☐ 0 = 0 points ☐ 3 = 15 points  
☒ 1 = 5 points ☐ 4 = 30 points  
☐ 2 = 10 points ☐ 5 or more = 50 points

- ii. List the number of bypasses, overflows or unpermitted discharges shown in B (i) that were within the collection system and the number at the treatment plant

Collection System: 1 Treatment Plant: 0

- C. Specify whether the bypasses came from the city/village/town sewer system or from contract or tributary communities/sanitary districts, etc...

City

- D. Add the point values checked for A and B and place the total in the box below.

TOTAL POINT VALUE FOR PART 4: 5 (max = 100)

Also enter this value or 100, whichever is less, on the point calculation table on page 16.

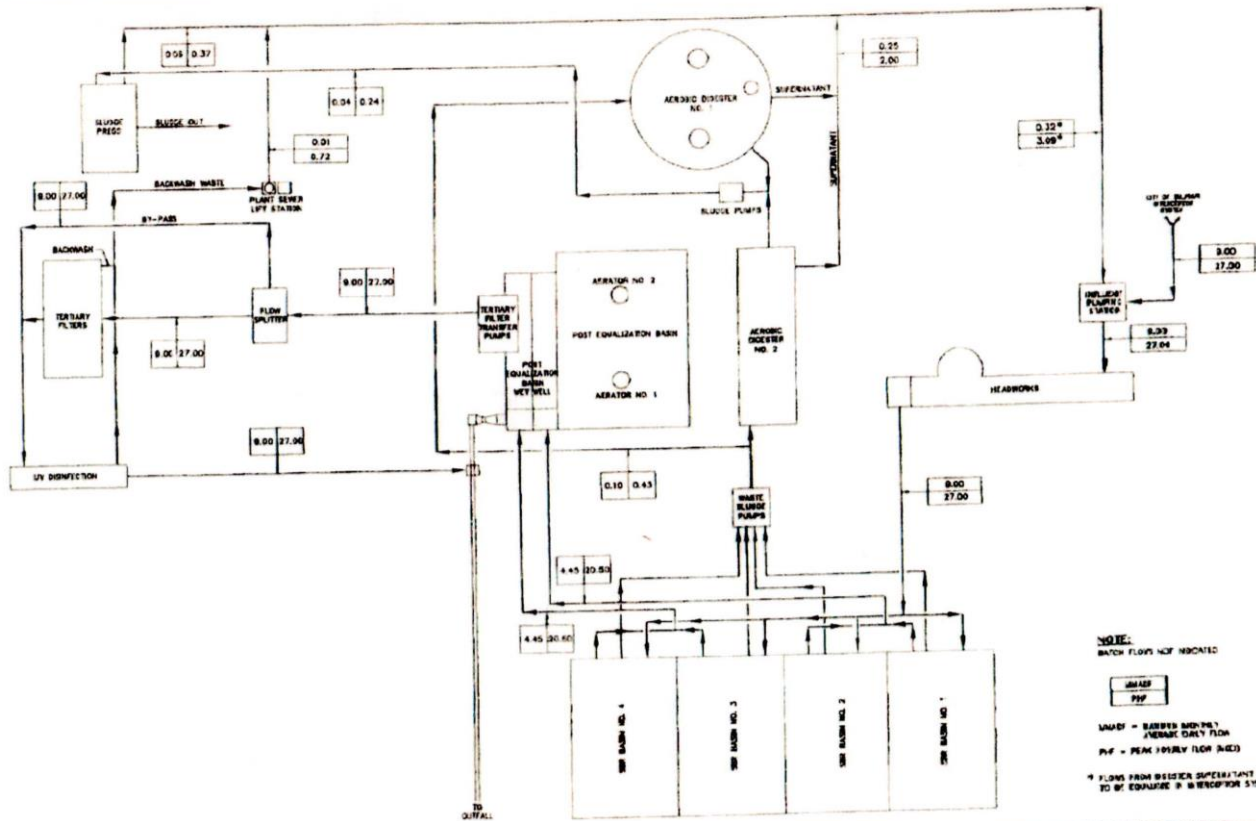
- E. List the person responsible (name and title) for reporting overflows, bypasses or unpermitted discharges to State and Federal authorities:

Shane Fuselier - Wastewater Supervisor

Describe the procedure for gathering, compiling and reporting:

Record information from site and submit form report with DMR.





DESIGNED BY: **The Meyer Group**  
 DRAWN BY: **The Meyer Group**  
 CHECKED BY: **The Meyer Group**

Scale and Orientation: For  
 City of Sulphur - Louisiana

SULPHUR REGIONAL  
 WASTEWATER TREATMENT FACILITY  
 SULPHUR, LOUISIANA

IMPROVEMENT/EXPANSION  
 PHASE II

NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6	NO. 7	NO. 8	NO. 9	NO. 10

GENERAL FLOW  
 DRAINAGE  
 MASS BALANCE

PROJECT NO. 10-0000-08  
 DATE 10-01-08  
 SHEET P-01

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## PART 5. SEWAGE SLUDGE STORAGE, USE, AND DISPOSAL

### A. Sewage Sludge Storage

How many months of sewage sludge storage capacity does your facility have available, either on-site or off-site?

Circle the number of months and the corresponding point total. Write the point total in the box below at the right.

months	<2	2	3	4-5	6
points	50	30	20	10	0

Write 0, 10, 20, 30 or 50 in the A point total box

50

A Point Total

### B. For how many months does your facility have approval to use or dispose of sewage sludge at a properly permitted landfill, land application site, or sewage sludge incinerator?

Circle the number of months and the corresponding point total. Write the point total in the box below at the right.

months	<6	6-11	12-23	24-35	>36
points	50	30	20	10	0

Write 0, 10, 20, 30 or 50 in the B point total box

0

B Point Total

### C. Add together the A and B point values and place the sum in the box below at the right:

TOTAL POINT VALUE FOR PART 5:

50

(max = 100)

Also enter this value or 100, whichever is less, on the point calculation table on page 16.



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**PART 6: NEW DEVELOPMENT**

- A. Please provide the following information for the total of all sewer line extensions which were installed during the last year.

Design Population: 35000  
Design Flow: 9.0 MGD  
Design BOD: 11259 mg/l

- B. Has an industry (or other development) moved into the community or expanded production in the past year, such that either flow or pollutant loadings to the sewerage system were significantly increased (5% or greater)?

✓ Check one box. ☐ Yes = 15 points ☒ No = 0 points

*If Yes, Please describe:*

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List any new pollutants:

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- C. Is there any development (industrial, commercial or residential) anticipated in the next 2-3 years, such that either flow or pollutant loadings to the sewerage system could significantly increase?

✓ Check one box. ☐ Yes = 15 points ☒ No = 0 points

*If Yes, Please describe:*

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---

List any new pollutants you anticipate:

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- D. Add together the point value checked in B and C and place the sum in the box below.

**TOTAL POINT VALUE FOR PART 6:** 0 (max = 30)

Also enter this value or 30, whichever is less, on the point calculation table on page 16.

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**PART 7: OPERATOR CERTIFICATION AND EDUCATION**

A. What was the name of the operator-in-charge for the reporting year?

Name: Chad Bynum

B. What is his or her certification number:

Cert. #: 01-974

C. What level of certification is the operator-in-charge required to have to operate the wastewater treatment facility?

Level Required: IV

D. What is the level of certification of the operator-in-charge?

Level Certified: IV

E. Was the operator-in-charge of the report year certified at least at the grade level required in order to operate this plant?

✓ Check one box. ☒ Yes = 0 points ☐ No = 50 points

Write 0 or 50 in the E point total box

0 E Point Total

F. Has the operator-in-charge maintained recertification requirements during the reporting year?

✓ Check one box. ☒ Yes ☐ No

G. How many hours of continuing education has the operator-in-charge completed over the last two calendar years?

✓ Check one box. ☒ > 12 hours = 0 points ☐ < 12 hours = 50 points

Write 0 or 50 in the G point total box

0 G Point Total

H. Is there a written policy regarding continuing education an training for wastewater treatment plant employees?

✓ Check one box. ☒ Yes ☐ No

Explain: LA DEQ policy 8 HR CEU's Per Certification  
BI-Annually

I. What percentage of the continuing education expenses of the operator-in-charge were paid for:

By the permittee? 100% By the operator? 0%

J. Add together the E and G point values and place the sum in the box below at the right.

**TOTAL POINT VALUE FOR PART 7:** 0 (max = 100)

Also enter this value or 100, whichever is less, on the point calculation table on page 16.

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## PART 8. FINANCIAL STATUS

A. Are User-Charge Revenues sufficient to cover operation and maintenance expenses?

✓ Check one box.



Yes



No

*If No, How are O&M costs financed?*

B. What financial resources do you have available to pay for your wastewater improvements and reconstruction needs?

Public Utility Reserve fund, Sales tax proceeds,  
Federal matching grants.



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## PART 9: SUBJECTIVE EVALUATION

### A. Collection System Maintenance

- i. Describe what sewer system maintenance work has been done in the last year.

Routine maintenance on equipment within the system.  
Collection line repair, repair of pumps, motors, clean out lines,  
repairs as needed.

- ii. Describe what lift station work has been done in the last year.

Repair/replace inoperable pumps, motors, float systems,  
level controllers, clean out of wet wells as needed.

- iii. What collection system improvements does the community have under construction for the next 5 years?

Several new lift stations are in Engineering phase.  
Construction of one station completed and on-line.  
Future BID process possible next year for another  
new station upgrade.

### B. If you have ponds please answer the following questions:

✓ Check one box.

- i. Do you have duckweed buildup in the ponds?  
ii. Do you mow the dikes regularly (at least monthly), to the water's edge?  
iii. Do you have bushes or trees growing on the dikes or in the ponds?  
iv. Do you have excess sludge buildup (> 1 foot) on the bottom of any of your ponds?  
v. Do you exercise all of your valves?  
vi. Are your control manholes in good structural shape?  
vii. Do you maintain at least 3 feet of freeboard in all of your ponds?  
viii. Do you visit your pond system at least weekly?

<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Yes	<input type="checkbox"/> No

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C. Treatment Plants

- i. Have the influent and effluent flow meters been calibrated in the last year?

☒ Yes ☐ No (✓ Check one box.)

01-30-2024  
Influent flow meter calibration date(s)

01-30-2024  
Effluent flow meter calibration date(s)

- ii. What problems, if any, have been experienced over the last year that have threatened treatment?

-Repairs / replacement / upgrades to Hurricane damage equipment is on going.  
-Having difficulty hiring and retaining qualified operators due to inadequate pay scale.

- iii. Is your community presently involved in formal planning for treatment facility upgrade?

✓ Check one box. ☐ Yes ☒ No If Yes, Please describe:

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D. Preventive Maintenance

- i. Does your plant have a written plan for preventive maintenance on major equipment items?

✓ Check one box.



Yes



No

If Yes, Please describe:

O & M manuals

- ii. Does this preventive maintenance program depict frequency of intervals, types of lubrication and other preventive maintenance tasks necessary for each piece of equipment?



Yes



No

- iii. Are these preventive maintenance tasks, as well as equipment problems, being recorded and filed so future maintenance problems can be assured properly?



Yes



No

E. Sewer Use Ordinance

- i. Does your community have a sewer use ordinance that limits or prohibits the discharge of excessive conventional pollutants (BOD, TSS or pH) or toxic substances to the sewer system from industries, commercial users and residences?

✓ Check one box.



Yes



No

If Yes, Please describe:

Sewer use ordinance 007-MC,  
City of Sulphur code of Ordinance 22.

- ii. Has it been necessary to enforce?

✓ Check one box.



Yes



No

If Yes, Please describe:

- iii. Any additional comments about your treatment plant or collection system? (Attach additional sheets if necessary.)

Pre-treatment program will be implemented and enforced in the coming year.  
- A grease trap inspection program needs to be implemented and enforced.



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## POINT CALCULATION TABLE

	Actual Values	Maximum
Part 1: <i>Influent Flow/Loadings</i>	<u>0</u>	80 points
Part 2: <i>Effluent Quality / Plant Performance</i>	<u>50</u>	100 points
Part 3: <i>Age of WWTF</i>	<u>40</u>	50 points
Part 4: <i>Overflows and Bypasses</i>	<u>5</u>	100 points
Part 5: <i>Ultimate Disposition of Sludge</i>	<u>50</u>	100 points
Part 6: <i>New Development</i>	<u>0</u>	30 points
Part 7: <i>Operator Certification Training</i>	<u>0</u>	100 points

TOTAL POINTS:

145

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

Resolution authorizing the First Amendment to the Time Contract for the collection of solid waste.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Danahay to sign the First Amendment to the Time Contract for the collection of solid waste as follows:

FIRST AMENDMENT TO  
TIME CONTRACT  
FOR THE COLLECTION OF SOLID WASTE

This FIRST Amendment is hereby entered into by and between the City of Sulphur, Louisiana, a political subdivision and body politic organized under the laws of the State of Louisiana (hereinafter referred to as "City") and Waste Management of Louisiana, L.L.C., a Delaware limited liability company, being represented herein by \_\_\_\_\_, its duly authorized representative (hereinafter referred to as "Waste Management"), also referred to herein as "Contractor":

WITNESSETH, that in consideration of the terms, conditions and mutual covenants contained herein, the City of Sulphur, Louisiana and Waste Management of Louisiana, LLC agree as follows:

WHEREAS, the parties hereto entered into an agreement entitled "Time Contract for the Collection of Solid Waste," entered into pursuant to City Ordinance and effective for a five year term commencing July 1, 2019, ("the Agreement" or "Original Contract"); and

WHEREAS, the City and Waste Management desire to extend the term of the Agreement for an additional one year according to the terms of the Contract, as amended herein;

NOW, THEREFORE, the parties hereto agree that the Agreement is amended as set forth below. All terms and conditions of the Agreement not modified herein shall remain in full force and effect.

1. Term and Option to Extend. The term of the Agreement is hereby extended for an additional one-year period beginning July 1, 2024. This Agreement shall be further extended for an additional term of four (4) years unless the City notifies Waste Management in writing not less than ninety (90) days prior to the expiration of the then current term of its intention to terminate the Agreement.
2. Rates and CPI Adjustment. Effective July 1, 2024, the base rate for service shall be twenty and 14/100 dollars (\$20.14). On July 1, 2025, there shall be an inflation adjustment of 100% of the change, if any, in the Consumer Price Index for Water, Sewer, and Trash CPI, Not Seasonally Adjusted, All Areas ("WST CPI"), looking back on the most recent twelve month period available immediately preceding that date, and then adjusted in like manner on July 1<sup>st</sup> annually thereafter. No other costs or adjustments will be made to this annual

inflationary adjusted base rate.

3. In the event a separate task order is entered into for additional collection or collection routes related to a declared natural disaster with separate compensation as per the task order, all of the federally required clauses and terms referenced in the Calcasieu Parish Solid Waste Collection and Disposal Agreement with Waste Management, as amended from time to time, are hereby included herein by reference, including specially those clauses referenced in its Amendment No. 5 and referenced as amending and restating Section XI of Amendment No. 1 with related attachments, all of which are attached hereto and included herein by reference.

THUS DONE AND SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before the undersigned witnesses.

WITNESSES:

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

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

WASTE MANAGEMENT OF  
LOUISIANA, LLC

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

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

Title: \_\_\_\_\_



THUS DONE AND SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before  
the undersigned witnesses.

WITNESSES:

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

\_\_\_\_\_

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

\_\_\_\_\_

CITY OF SULPHUR

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

MICHAEL E. DANAHAAY  
MAYOR