

AGENDA
SULPHUR CITY COUNCIL MEETING
MONDAY, DECEMBER 8, 2025, AT 5:30 P.M.

THERE WILL BE A REGULAR MEETING OF THE SULPHUR CITY COUNCIL, MONDAY, DECEMBER 8, 2025, AT 5:30 P.M., IN THE COUNCIL CHAMBERS LOCATED AT 501 WILLOW AVENUE, SULPHUR, LOUISIANA, TO DISCUSS AND ADOPT THE FOLLOWING:

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

1. RULE TO SHOW CAUSE for the condition of the following addresses:
 - a. To condemn building or structure located at 950 Live Oak, in accordance with Article IX, Section 5-286 through 5-296 of the Code of Ordinances. (Dru Ellender)
 - b. To condemn building or structure located at 301 Comanche Street, in accordance with Article IX, Section 5-286 through 5-296 of the Code of Ordinances. (Mandy Thomas)
2. RULE TO SHOW CAUSE for dead or diseased tree removal on private property for the following addresses:
 - a. To remove tree located at 301 Comanche Street, in accordance with Article I, Chapter 17 of the Code of Ordinances. (Mandy Thomas)
3. PUBLIC HEARING on ordinance granting an exception to Sophia Mount, 779 Invader Street, to allow for living in a Business District. ORD98-25 (Nick Nezat)
4. PUBLIC HEARING on ordinance granting an exception to Angela Duncan, 99 Avent Street, to allow for remodeling of a non-conforming structure that is damaged more than 50%. ORD99-25 (Mandy Thomas)
5. PUBLIC HEARING on ordinance authorizing Mayor Danahay to enter into a Joint Services Agreement with Calcasieu Communications District for dispatching service to the Sulphur Fire Department. ORD100-25 (Mayor Danahay)

6. PUBLIC HEARING on ordinance authorizing Mayor Danahay to enter into a Joint Services Agreement with Calcasieu Parish Sheriff's Office to assist in the collection of its ad valorem taxes for the tax year 2025.
ORD101-25 (Mayor Danahay)
7. PUBLIC HEARING on ordinance authorizing Mayor Mike Danahay to enter into a buy/sell agreement with Krause & Managan Lumber Company, LLC and authorizing the acquisition for property located on Hwy. 90 West, west of Kim Street for a new Police Training Center/Shooting Range. ORD102-25 (Mayor Danahay)
8. PUBLIC HEARING on ordinance abandoning Executive Boulevard.
ORD103-25 (Mayor Danahay)
9. PUBLIC HEARING on ordinance declaring certain surplus movable property of the City of Sulphur and providing for the disposal thereof – I.T. equipment.
ORD104-25 (Mayor Danahay)
10. INTRODUCTION OF ORDINANCE declaring certain surplus movable property of the City of Sulphur and providing for the disposal thereof - vehicles.
ORD105-25 (Mayor Danahay)
11. INTRODUCTION OF ORDINANCE amending Chapter 17, Article II of the Code of Ordinances of the City of Sulphur, to provide for Section 39 – Required Setbacks or Clearances. ORD106-25 (Mayor Danahay)
12. RESOLUTION amending Resolution No. 2542, M-C Series which set procedures for establishing agendas and public comments. RES54-25 (Joy Abshire)
13. RESOLUTION awarding low bid for the annual supply of pipe and fittings, limestone & asphalt, chemicals, and office supplies for the City of Sulphur.
RES55-25 (Mayor Danahay)
14. RESOLUTION awarding low bid received for the demolition and abatement of 1551 East Napoleon Street (old Kroger building). RES56-25 (Mayor Danahay)
15. RESOLUTION appointing Mayor Danahay to the Board of Directors for the Louisiana Local Government Environmental Facilities and Community Development Authority.
RES57-25 (Mayor Danahay)
16. RESOLUTION setting meeting dates for the Sulphur City Council, Land Use Commission and Board of Zoning Adjustment for 2026. RES58-25 (Joy Abshire)
17. RESOLUTION authorizing Jennifer Thorn, Director of Finance, to sign on behalf of the City of Sulphur to reject Uninsured/Underinsured Motorist Bodily Injury Coverage.
RES59-25 (Mayor Danahay)

18. 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, January 12, 2026, at 5:30 p.m. in the Council Chambers located at 501 Willow Avenue, Sulphur, LA.

In accordance with Louisiana Revised Statute (R.S. 42:14, persons with an ADA recognized disability who needs accommodations to participate in this meeting must submit a request online at www.sulphur.org via “ADA to address Council” form or contact the City Clerk by phone at 337-527-4571 before 8:00 a.m. of the designated day of the meeting.

ORDINANCE NO. _____ M-C SERIES _____

ORDINANCE GRANTING AN EXCEPTION TO SOPHIA MOUNT, 779
INVADER STREET, TO ALLOW FOR LIVING IN A BUSINESS DISTRICT.

WHEREAS, in accordance with Article IV, Part 3, Section 4 (3) of the Land Use Ordinance of the City of Sulphur, living in a Business District is not a permitted use unless granted an Exception by the Land Use Commission and City Council; and

WHEREAS, applicant is requesting an Exception to allow to move a mobile home onto the lot for the following described property:

COMMENCING 500.95 FEET NORTH AND 142.60 WEST FROM THE
SOUTHEAST CORNER OF LOT 45 OF SECOND SULPHUR FARMS
SUBDIVISION; THENCE PROCEED EAST 200 FEET; THENCE PROCEED
SOUTH 134.13 FEET; THENCE PROCEED WEST 200 FEET; THENCE
PROCEED NORTH 134.83 TO THE POINT OF COMMENCEMENT.

This Exception is granted by the City of Sulphur and may be withdrawn by the City of Sulphur should said Exception 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 Exception, 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.

If City Council does hereby approve this Exception the owner of this Exception 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 Exception.

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

BE IT ORDAINED by the City Council of the City of Sulphur Louisiana, the governing authority thereof, that they do hereby grant an Exception to Sophia Mount, 779 Invader Street, to allow for living in a Business District.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2025.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2025, 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 _____,
2025, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk



CITY OF SULPHUR
APPLICATION FOR

DEVELOPMENT APPROVAL

Date Received

10/0/25

\$50.00 Fee (Non-Refundable)

(Exact cash or check only)

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

PRINT NAME Sophia Mount DATE 10/08/25

PROPERTY OWNER INFORMATION

Name of Property Owner Sophia Mount
(Owner must provide proof of ownership such as property tax record or recorded deed)
Mailing Address 321 Maple St. City Lake Charles State LA. Email smount17@icloud.com
Physical Address 321 Maple Street City Lake Charles State Louisiana
Phone Number (H) — (W) (337) 217-4430 (C) (337) 499-7577

PROPERTY INFORMATION

Location Address 779 Invader Street Sulphur, LA. 70663
Present Zoned Classification Business

LEGAL DESCRIPTION FROM ABSTRACT OR TAX RECORD (PRINT NEATLY OR TYPE) East 100 feet of: Commencing 500.95 ft. North + 142.60 west from the southeast corner of Lot 45 of Second Sulphur Farms subdivision; thence proceed east 200 ft; proceed south 134.13 ft; proceed west 200 ft; proceed North 134.83 to pt. of commencement

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 Sm

REQUEST INFORMATION

☐ REZONE ☒ EXCEPTION ☐ SUBDIVISION ☐ BILLBOARD ☐ PRE PLAT ☐ FINAL PLAT
☐ DOES REZONE REQUIRE FENCING NAME OF SUBDIVISION Second Sulphur Farms

Zoning Change: From — To —
Purpose of Request: - new mobile home will be placed on the vacant lot for a rental

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: Smmt Date: 10/08/25

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



Memo

To: Land Use and Planning Commissioners
From: Austin Abrahams 
Director, Department of Public Works
CC: Arlene Blanchard, Mayor Mike Danahay
Date: 11/11/2025
Re: *1. 779 Invader Street* - Exception Request

Comments: **Application:**

The referenced address is currently zoned Business District. The applicant, Sophia Mount, is requesting an exception to allow living in a Business District.

Situation:

In accordance with Article IV, Part 3, Section 4(3), all uses permitted in Residential District, Mixed Residential District and Mobile Home District are permitted as exception by Land Use Commission and City Council. The procedures for Permitted as Exception shall be in accordance with Article III, Part 2, Section 1 – Procedures of general applicability.

The subject address is surrounded by land zoned Mixed Residential, Business and Mobile Home Districts. This applicant currently owns and uses the adjacent property zoned Mobile Home District and Business District as a RV Park.

Recommendation:

In accordance with Article III, Part 2, Section 4 (3), based on the above findings, **contingent upon the lack of objections from the Building Permits Division** it is recommended that the exception be **granted**.

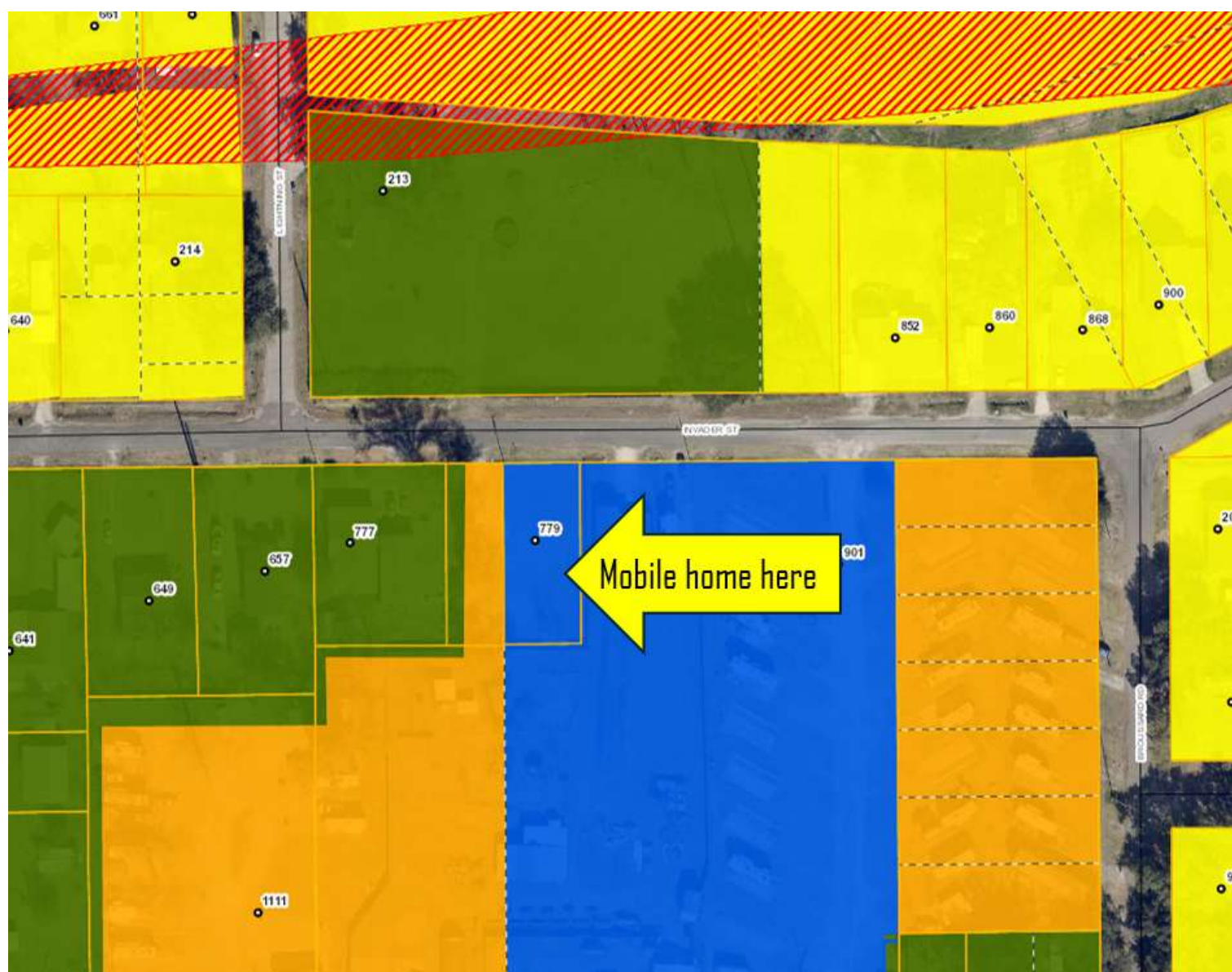


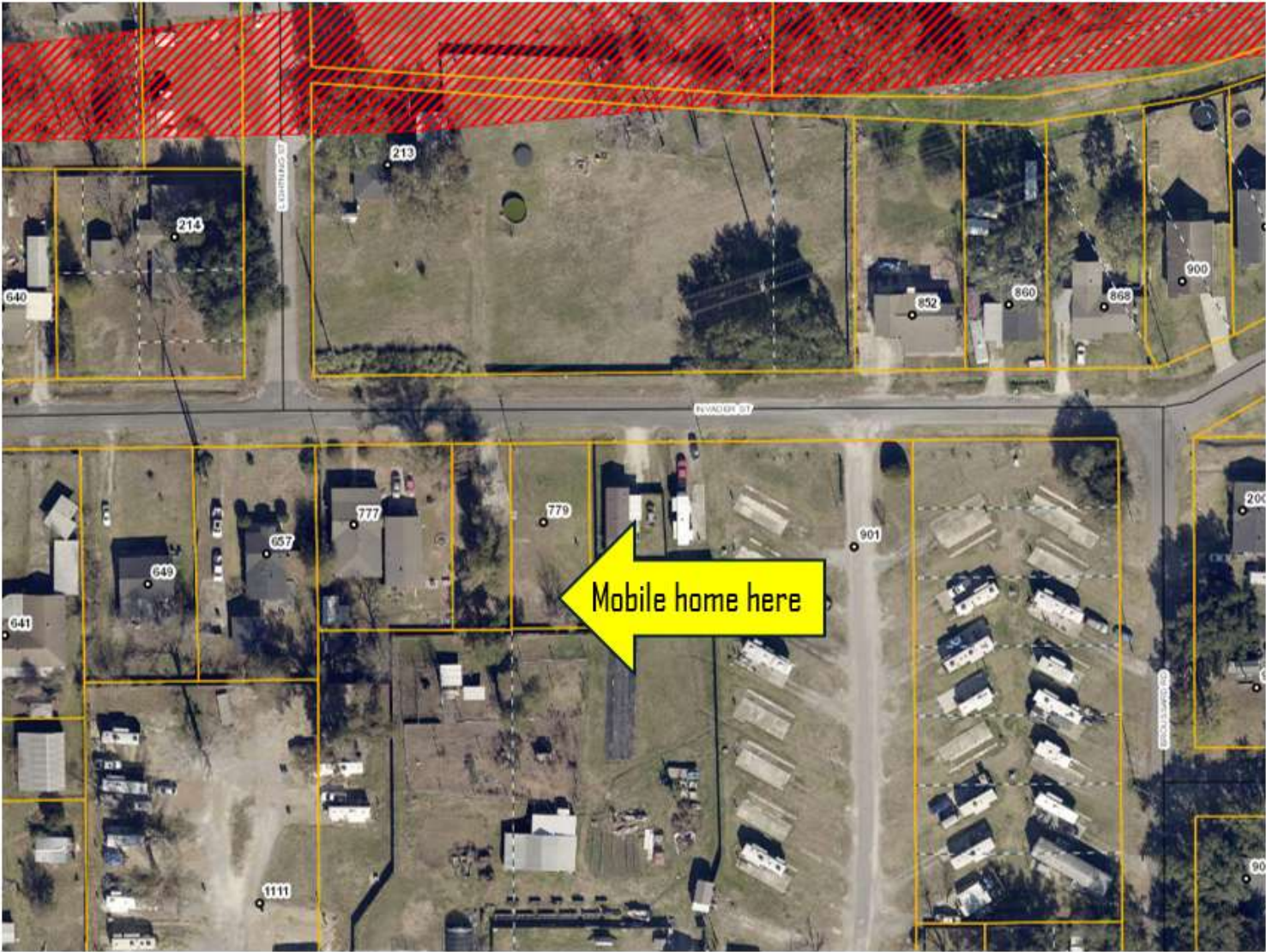
779 Invader Street



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









ORDINANCE NO. M-C SERIES

ORDINANCE GRANTING AN EXCEPTION TO ANGELA DUNCAN, 99
AVENT STREET, TO ALLOW FOR REMODELING OF A NON-
CONFORMING STRUCTURE THAT IS DAMAGED MORE THAN 50%.

WHEREAS, in accordance with Appendix B Article IV, Part 2, Section 4 (2) (e) of the Land Use Ordinance of the City of Sulphur, if a structure is damaged more than 50%, the structure shall be terminated unless an Exception is granted; and

WHEREAS, applicant is requesting an Exception to allow for the structure to be remodeled and brought up to code for the following described property:

COM 551 FT W OF SE COR SE SW SEC 31.9.9, TH N 180 FT, W 100 FT ETC
SUBJ TO 30 FT RD R/W ALONG S/S, AND LESS S 5 FT TO CITY FOR
PARC TO WIDEN STREET

This Exception is granted by the City of Sulphur and may be withdrawn by the City of Sulphur should said Exception 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 Exception, 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.

If City Council does hereby approve this Exception the owner of this Exception 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 Exception.

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

BE IT ORDAINED by the City Council of the City of Sulphur Louisiana, the governing authority thereof, that they do hereby grant an Exception to Angela Duncan, 99 Advent Street, to allow for remodeling of a non-conforming structure that is damaged more than 50%.

APPROVED AND ADOPTED by
City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2025.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2025, 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 _____,
2025, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk



CITY OF SULPHUR
APPLICATION FOR

DEVELOPMENT APPROVAL

Date Received

10/28/25

\$50.00 Fee (Non-Refundable)

pd. y/c.
(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 Angela Duncan

DATE 10-18-25

PROPERTY OWNER INFORMATION

Name of Property Owner Angela Duncan

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

Mailing Address PO Box 680 City Sulphur State LA Email angelasduncan@yahoo.com

Physical Address 1509 Melanie Drive City Sulphur State LA

Phone Number (H) _____ (W) _____ (C) 337-794-5733

PROPERTY INFORMATION

Location Address 99 Advent St

Present Zoned Classification Commercial

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 ASD

REQUEST INFORMATION

☐ REZONE ☒ EXCEPTION ☐ SUBDIVISION ☐ BILLBOARD ☐ PRE. PLAT ☐ FINAL PLAT

☐ DOES REZONE REQUIRE FENCING

NAME OF SUBDIVISION _____

Zoning Change: From _____ To _____

Purpose of Request: to allow for remodeling of structure and keep the current footprint. Remove the East & West portion (frame) & remodel with metal to the existing metal portion in the middle section.

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: _____

Date: _____

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



Memo

To: Land Use and Planning Commissioners
From: Austin Abrahams *AA*
Director, Department of Public Works
CC: Arlene Blanchard, Mayor Mike Danahay
Date: 11/11/2025
Re: **99 Advent Avenue** – Exception Request

Comments: **Application:**

The structure at the subject address is non-conforming due to not meeting setbacks. The applicant, Angela Duncan, has requested an exception to allow for remodeling of the non-conforming structure if it is damaged more than 50%.

Situation:

The applicant was sent a letter notifying the applicant of the structure's poor condition and the need to demolish due to public health and safety concerns. The applicant wishes to rehabilitate the structure that has been damaged more than 50% for the purpose of storage and rental space. In accordance with Article IV, Part 2, Section 4(2)(e), a special exception must be granted if a non-conforming is damaged or destroyed by fifty (50) percent of price per sq. ft.

Findings:

In accordance with Article III, Part 1, Section 2(a) 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, containing the information required in Appendix C of the Ordinance.
 2. The variance requested **does** meet the "unique condition" requirement of Article III, Part 2, Section 4 (5) (a).
 3. The variance requested **does not** meet the "deprive the applicant of rights" provided for in Article III, Part 2, Section 4 (5) (b).
 4. The variance requested **does** meet the "cause of condition" requirement of Article III, Part 2, Section 4 (5) (c).
-



5. The variance requested **does or does not** meet the “confer special privileges” requirement of Article III, Part 2, Section 4 (5) (d).
6. The variance requested **does not** meet the “alter the essential character of the locality” requirement of Article III, Part 2, Section 4 (5) (e).
7. The variance requested **does not** meet the “unnecessary hardship” requirement of Article III, Part 2, Section 4 (5) (f).
8. The variance requested **does** meet the “convenience or profit” requirement of Article III, Part 2, Section 4 (5) (g).
9. The variance requested **does not** meet the “adequate supply of light and air, congestion in the public street, danger of fire or public safety” requirement of Article III, Part 2, Section 4 (5) (h).

Recommendation:

In accordance with Article III, Part 2, Section 4 (3), based on the above findings, **contingent upon the lack of objections from the Building Permits Division**, it is recommended that the exception be **denied**.



99 Advent Ave



0 39 76 feet











ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING MAYOR MIKE DANAHAAY TO ENTER INTO
A JOINT SERVICES AGREEMENT WITH CALCASIEU
COMMUNICATIONS DISTRICT FOR DISPATCHING SERVICE TO THE
SULPHUR FIRE DEPARTMENT.

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 Joint Services Agreement with Calcasieu Communications District for dispatching service to the Sulphur Fire Department so they can communicate with E-911 systems.

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 _____, 2025.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2025, 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 _____,
2025, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

STATE OF LOUISIANA :
PARISH OF CALCASIEU : JOINT SERVICE AGREEMENT

This Joint Service Agreement is entered into by and between the CALCASIEU COMMUNICATIONS DISTRICT ("COMMUNICATIONS DISTRICT") herein represented by its duly authorized Executive Director, Richard J. McGuire appearing herein pursuant to a Resolution hereunto attached and made a part hereof; The SULPHUR FIRE DEPARTMENT, Calcasieu Parish, Louisiana ("SULPHUR FIRE DEPARTMENT"), herein represented by Mike Danahay, Mayor, appearing herein pursuant to the attached Resolution adopted by the Board of Commissioners, for the following consideration, and subject to the following conditions, the parties do hereby contract as follows:

1.

The COMMUNICATIONS DISTRICT shall provide dispatching service to the *Sulphur Fire Department*. The Calcasieu Parish Communications District maintains control over its personnel; the *Sulphur Fire Department* maintains control over its personnel; any issues will be handled by standard agency complaint protocols.

2.

The *Sulphur Fire Department* shall remit to the COMMUNICATIONS DISTRICT, Thirty-one thousand two dollars (\$31,002.00) per year for this dispatch service.

The initial term shall be one (1) year. This Agreement shall be renewed on an annual basis, unless written notice of cancellation is given at least thirty (30) days prior to the anniversary date.

The commencement and/or anniversary date is January 1, 2026.

3.

The *Sulphur Fire Department* agrees to purchase and install, at its own expense, all equipment necessary to enable the *Sulphur Fire Department* to communicate with E-911 Systems.

4.

The *Sulphur Fire Department* shall secure and maintain a maintenance/service contract for service on their communications equipment installed at the

Communications District by a vendor approved by the Communications District. This maintenance/service contract shall provide coverage 24 hours a day, 7 days a week.

Sulphur Fire Department authorizes the COMMUNICATIONS DISTRICT to order emergency maintenance on the *Sulphur Fire Department* communications equipment when necessary to keep the *Sulphur Fire Department* communications equipment functioning.

5.

Sulphur Fire Department agrees to indemnify and hold the COMMUNICATIONS DISTRICT harmless for any claim that may arise out of or result from the COMMUNICATION DISTRICT'S operations under this Agreement.

THUS DONE AND PASSED at Lake Charles, Louisiana, on the _____ day of _____, 2025.

WITNESSES: CALCASIEU COMMUNICATIONS DISTRICT

BY: _____
Richard McGuire, Executive Director

NOTARY PUBLIC

THUS DONE AND PASSED AT _____, Louisiana, on
The ____ day of _____, 2025.

WITNESSES: SULPHUR FIRE DEPARTMENT

BY: _____
Mayor

NOTARY PUBLIC

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING MAYOR DANAHAHAY TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH CALCASIEU PARISH SHERIFF’S OFFICE TO ASSIST IN THE COLLECTION OF ITS AD VALOREM TAXES FOR THE TAX YEAR 2025.

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 City agrees to reimburse Calcasieu Parish Sheriff’s Office for the cost of providing tax collection assistance in an amount of \$36,000.00, with said payment being due before January 31, 2026.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Danahay to enter into a Cooperative Endeavor Agreement with Calcasieu Parish Sheriff’s Office to assist in the collection of its ad valorem taxes for the tax year 2025.

BE IT 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 _____, 2025.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this _____ day of _____, 2025, 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 _____, 2025, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

**AGREEMENT BETWEEN
CALCASIEU PARISH SHERIFF'S OFFICE
AND
CITY OF SULPHUR**

1. *PURPOSE.* This agreement is entered into for the specific purpose of assisting the City of Sulphur in the collection of its ad valorem taxes.
2. *AUTHORITY.* LA R.S. 33:1321 et. seq., grants to political subdivisions the right to enter into joint service agreements with other political subdivisions with respect to the discharge of their respective responsibilities.
3. *AGREEMENT.* As a cooperative effort between the **CITY OF SULPHUR** ("CITY") and the **CALCASIEU PARISH SHERIFF'S OFFICE** ("CPSO"), in an attempt to assist the CITY in the collection of its ad valorem taxes for the tax year 2025, the following agreement is made:

A. CITY agrees to:

- (1) Reimburse CPSO for the cost of providing tax collection assistance in an amount of \$36,000.00, with said payment being due before January 31, 2026;
- (2) Indemnify and hold harmless CPSO regarding any claims or damages arising out of this agreement. CITY shall have no obligation to indemnify and hold harmless CPSO for damages arising from the intentional or grossly negligent acts or omissions on the part of any CPSO employee;
- (3) Continue to pay the Assessor for furnishing the tax roll;
- (4) For the purposes of this agreement only, appoint CPSO as the agent for the Director of Finance for CITY with full authority to execute and sign redemption certificates, termination certificates, extinguishment certificates, tax sale certificates, and tax lien certificates for the tax year subject to this agreement as well as previous years.

B. CPSO agrees to:

- (1) Attempt to collect the ad valorem taxes and grass liens due CITY and its subdivisions, including, but not limited to taxes, interest, and penalties and to dedicate a sufficient amount of resources and personnel toward the collection of the amounts due, as described herein, as quickly and effectively as reasonably possible;
- (2) To act as an agent for the Director of Finance of CITY, consistent with the authority granted herein, and to provide said Director with a print out of the payments and uncollected assessments at the close of the tax year;
- (3) CPSO agrees to issue a combined notice with city and parish taxes itemized, with a total for all taxes due listed. The cost associated with postage and/or mailing of the notices shall be the responsibility of CPSO. The goal will be to mail the notice in the first week in November, but this date is subject to change depending when the tax rolls are filed by the assessor's office.
- (4) All funds collected on behalf of CITY and/or its' subdivisions shall be distributed to CITY by the 10th of the month following the collection. Said payment shall be accompanied by a report itemizing the collections for each taxing district. In the interim, all collections will be invested by CPSO in insured or collateralized interest bearing bank accounts or invested in other authorized instruments, in accordance with applicable

state law. Prior to September 30, 2026, CPSO shall remit to CITY all interest earned on city tax collections for this tax year.

- (5) At no further cost to CITY, CPSO will handle all taxpayer inquiries related to assessments, coordinate problems with the tax assessor, send certified delinquent obligation notices on real and personal property taxes on or about the 20th of March 2026, and provide all legal advertising required for tax lien auctions. All done with the understanding that whenever possible these tasks and/or notices shall be provided in a combined form with the parish.
- (6) Tax lien auctions on all delinquent statutory impositions on real property shall be conducted annually by CPSO, if possible, prior to July 31, 2026, on behalf of CITY and Parish combined. In situations where there are no bids on a piece of property, CPSO will file a tax lien certificate for Parish and CITY jointly with each having an interest based on the percentage of the taxes owed. Tax liens on personal property will be seized and sold at judicial sales without benefit of extinguishment for city and parish taxes.
- (7) CPSO will attempt to collect amounts due CITY in accordance with the laws of the State of Louisiana.

The term of this Agreement shall be for the collection of one (1) year of ad valorem taxes, commencing the date it is signed by representatives of both parties.

Signed in Lake Charles, Louisiana before the following witnesses on this ____ day of _____ 2025.

WITNESSES:

CALCASIEU PARISH SHERIFF’S OFFICE

By: _____

Print Name: _____ Gary “Stitch” Guillory, Sheriff

Print Name: _____

Signed in Sulphur, Louisiana before the following witnesses on this ____ day of _____ 2025.

WITNESSES:

CITY OF SULPHUR

By: _____

Print Name: _____ _____, Mayor

Print Name: _____

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING MAYOR MIKE DANAHAAY TO ENTER INTO A BUY/SELL AGREEMENT WITH KRAUSE & MANAGAN LUMBER COMPANY, LLC AND AUTHORIZING THE ACQUISITION FOR PROPERTY LOCATED ON HWY. 90 WEST, WEST OF KIM STREET – PARCEL #00152188.

WHEREAS, the City of Sulphur desires to purchase property from Krause & Managan Lumber Company, LLC for property located on Hwy. 90 West, west of Kim Street - Parcel #00152188; and

WHEREAS, the purchase price shall be Nine Thousand One Hundred and no/100 per acre according to the survey not to exceed the appraised value.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that Mayor Mike Danahay is hereby authorized and empowered to purchase said property for Nine Thousand One Hundred and no/100 per acre according to the survey not to exceed the appraised value; 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 Monday, December 8, 2025 for property fully described as follows:

EXHIBIT A ATTACHED

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 _____, 2025.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2025, 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 _____,
2025, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

AGREEMENT TO BUY AND SELL

BE IT KNOWN, before us, Notaries Public, duly commissioned and qualified, and in the presence of the undersigned witnesses, personally came and appeared:

KRAUSE & MANAGAN LUMBER COMPANY, LLC TIN XX-XXX____, a Louisiana limited liability company, represented herein by its duly authorized President and Manager, William T. Hays whose current mailing address is 1900 North Beglis Pkwy., Sulphur, LA., 70663(hereinafter collectively referred to as "Seller");

and

CITY OF SULPHUR, LOUISIANA, whose mailing address is 101 N. Huntington Street, Sulphur, Louisiana 70663 (hereinafter referred to as "Purchaser");

who entered into the following agreement:

1. Agreement of Purchase and Sale: For good and valuable consideration, the receipt and sufficiency of which are acknowledged and in further consideration of the mutual covenants contained in this agreement, Seller agrees to sell and Purchaser agrees to buy the property described on Exhibit "A" attached to and made a part of this agreement ("Property" being approximately 17 acres) together with all the rights, ways, privileges, servitudes, appurtenances, and advantages belonging, or in any way appertaining to the property, in its present condition upon the terms and provisions contained in this agreement.

2. Purchase Price: The consideration of this transfer shall be a total of Nine Thousand One Hundred and no/100 Dollars (\$9,100.00) per acre ("Purchase Price") payable at closing and with the acreage to be determined by survey.

3. Minerals: Seller, and each of them, expressly reserve and except to themselves all of the oil, gas and minerals in, on and under the Property with the exception of underground water or any other minerals which may be produced as a result of production of underground water. This exception to the reservation is based on the Purchaser's intent to produce underground water from wells on the subject property. Seller, and each of them, declares that any operation or production of oil, gas and the reserved minerals from the Property relating to or from any type of unit, regardless of whether such unit is a conventional, declared or compulsory unit, which includes all or a

part of the Property interrupts prescription as to the entirety of the contiguous tract of the Property from which the operation or production relate, regardless of whether the operation or production relates to or is from a well situated on the Property or not, and this interruption of prescription shall apply to all rights and through the entire horizontal and vertical extent of the contiguous tract regardless of the location of the well and regardless of whether all or only a part of the Property is included in the unit. Seller waives the right to use the surface of the Property.

4. Survey: Purchaser shall obtain, at Purchaser's cost and expense, a survey ("Survey") of the Property. Seller is not obligated to accept legal descriptions of the Property set forth on the Survey unless Seller approves the Survey in writing prior to the Closing. If Seller has approved the Survey prior to Closing, legal descriptions on the approved Survey may be used in the Deed conveying the Property to Purchaser.

5. Title: If title to the Property is merchantable in accordance with this agreement, the sale shall be closed within 180 days from date of execution of this agreement by the last party to do so. If title to all or portions of the Property is defective, Seller shall have 30 days from notice by Purchaser of the defect(s) to remedy same at Seller's expense and shall use every reasonable effort to do so. If Seller elects not to cure the defect(s) or if they cannot be cured, Purchaser may, at Purchaser's option, accept the Property with such exceptions existing or may remove from this agreement those portions of the Property to which the title defects are not cured. Purchaser has a period of three business days after notice from Seller that the objections cannot or will not be cured within which to make its election, and Purchaser shall give Seller written notice of its election within the three business day period. If Purchaser does not give notice to Seller, Purchaser accepts Seller's title as then existing and the parties shall proceed to Closing as to all of the Property.

5.a. Inspection Period: It is understood and agreed that during the ninety (90) days after execution by the last party to execute this Agreement to Purchase and Sell, Purchaser shall have reasonable access to the property and may conduct, at Purchaser's sole cost and expense, and with Seller's written consent not to be unreasonably withheld, non-destructive inspections with respect to the property as

Purchaser deems necessary; and it is agreed that Purchaser shall defend, indemnify, and hold Seller harmless from any and all claims, demands, or cause of action and liabilities and damages incurred in relation to or in any manner arising out of Purchaser's inspections or other entry into the property. Purchaser may, at its own expense, choose to conduct a Phase I Environmental Survey and upon additional prior written consent by Seller, other environmental surveys as it may deem necessary during the Ninety (90) day period.

Seller agrees that in the event Purchaser determines (such determination to be made in Purchaser's sole and absolute discretion) that the Property is not suitable for its purposes, or Purchaser determines, for any or for no reason whatsoever, not to proceed with the purchase of the Property, Purchaser shall have the right to terminate this Agreement by giving written notice thereof to Seller prior to the expiration of the Inspection Period. If Purchaser does not give written notice to Seller on or before the last day of the Inspection Period, this Agreement shall remain binding and in full force and effect.

6. Closing:

(A) Possession of the Property will be delivered to Purchaser at Closing.

(B) At Closing, Purchaser shall deliver to Seller the Purchase Price.

(C) At Closing, Seller shall deliver to Purchaser a warranty deed to be recorded at Purchaser's expense conveying good and merchantable title to the Property subject to the following: (a) existing easements for public roads and highways, public utilities, railroads, and pipelines; (b) reservations or conveyances of oil, gas, and/or other minerals; (c) easements, covenants, rights-of-way, restrictions, or reservations which may appear on record in the office of the Calcasieu Parish Clerk of Court where the Property is located; (d) portions of the Property lying within the boundary of a road or roadway; and (e) discrepancies, conflicts or shortages in the area of boundary recitations which a survey of the Property would reflect.

(D) The following shall be considered as permitted exceptions to Seller's title:

(a) liens for real estate taxes that are not yet due and payable at the time of the Closing;

(b) liens, mortgages or other encumbrances that may be discharged out of the

Purchase Price payable to Seller; and (c) all other matters appearing of record as of the Closing to which Purchaser does not object in writing before the Closing.

(E) Seller must pay: (a) fees of its counsel representing it in connection with this transaction and (b) costs of discharging or releasing any liens, mortgages or other encumbrances on the Property, including without limitation recordation fees for the filing of any documents evidencing such releases.

(F) Purchaser must pay: (a) fees of its counsel representing it in connection with this transaction; (b) costs of the survey, abstract, title commitment and title policy, if obtained; (c) costs of all inspections, including all environmental assessments; (d) costs of recording the Act of Cash Sale conveying the Property to Purchaser and any transfer tax, documentary stamp tax or similar tax that becomes payable by reason of the transfer of the Property; (e) cost of any necessary abstract; and (f) all other closing costs.

(G) Real estate taxes and other assessments for the Property shall be prorated as of the date of the Closing. If the Closing occurs before the tax rate is fixed for the then current year, the apportionment of taxes will be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation. There will be no post-Closing adjustments to the tax proration. This provision shall survive the Closing.

7. Deed Provisions: The act of sale shall contain the following provisions, or provisions containing language to the same effect:

The Purchaser acknowledges that, before executing this transfer, Purchaser had ample opportunity to examine and inspect the Property, and the consideration of this transfer was determined and agreed upon only after Purchaser had fully and completely inspected the Property to determine fitness and soundness. It is expressly agreed that the Property and all improvements and component parts, and all other items located thereon, are conveyed by Seller and accepted by Purchaser "AS IS, WHERE IS," without any warranties of any kind whatsoever, except as set forth herein, even as to the metes and bounds, zoning, operation, or suitability of the property for the Purchaser's intended use, without regard to the presence of apparent or hidden defects and with the Purchaser's full and complete waiver of any and all rights for the return of all or any part of the Purchase Price by reason of any such defects. Purchaser expressly waives the warranty of fitness and the warranty against redhibitory vices and defects, whether apparent or latent, imposed by Louisiana Civil Code Articles 2520 through 2548, inclusive, and any other applicable state or federal law and the jurisprudence thereunder. Purchaser also waives any rights Purchaser may have in redhibition to a return of the purchase price

or to a reduction of the purchase price paid pursuant to Louisiana Civil Code Articles 2520 to 2548, inclusive, in connection with the property hereby conveyed to Purchaser by Seller. By Purchaser's signature, Purchaser expressly acknowledges all such waivers and Purchaser's exercise of Purchaser's right to waive warranty pursuant to Louisiana Civil Code Article 2520 and 2548, inclusive. It is understood and agreed by Seller and Purchaser that this clause shall be made a part of and included in the Act of Sale.

8. Default Remedies:

(A) If Purchaser breaches this agreement, except in the case of Seller's prior default, Seller may enforce specific performance.

(B) If Seller breaches this agreement, except in the case of Purchaser's default or termination of this agreement pursuant to its terms, Purchaser may enforce specific performance or terminate this agreement by written notice to Seller as its sole and exclusive remedy.

9. Assignment: Neither Seller nor Purchaser may assign its rights under this agreement without the prior written consent of the other party, which consent may be withheld in the other party's sole and unlimited discretion, except for an accommodation of a 1031 Tax Free Exchange, which may be required under Federal and/or State regulation.

10. Miscellaneous:

(A) This agreement is governed by and construed in accordance with the laws of Louisiana.

(B) This agreement binds and inures to the benefit of the permitted successors and assigns of the parties to this Agreement.

(C) Each party agrees that it will, without further consideration, execute and deliver other documents and instruments and take other action, whether prior or subsequent to the Closing, that may be reasonably requested by the other party to consummate the purposes or subject matter of this Agreement.

(D) This agreement and the documents to be executed and delivered at the Closing are and will be for the benefit of Purchaser and Seller only and are not for the benefit of any third party. No third party has the right to enforce the provisions of this agreement or of the documents to be executed and delivered at the Closing.

(E) All notices and other communications required or permitted hereunder

must be in writing and are deemed delivered upon receipt if hand-delivered or whether received or not, upon deposit in a regularly maintained receptacle for the United States mail, by certified mail, postage prepaid, return receipt requested, at the above addresses.

(F) Time is of the essence of this agreement.

(G) This agreement contains the entire agreement of the parties and supersedes all prior agreements and understandings, if any, relating to the Property and may be amended only in writing.

(H) This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(J) Prior to the closing of this transaction, Seller may cause mineral deeds relating to the Property and/or acknowledgments and/or interruptions of prescription relating to mineral servitudes burdening the property to be filed of public record. While Seller intends to continue to conduct business in the ordinary course of business, except for the mineral/mineral servitude situation identified above, Seller will not cause or permit any new or additional burdens to be placed on the property. Notwithstanding, prior to closing, Seller retains the right to remove anything from the property that Seller wishes to remove, including but not limited to building materials from existing structures or otherwise on the property.

(K) This agreement is contingent upon City of Sulphur City Council Approval. If the City of Sulphur City Council does not pass an ordinance authorizing this purchase, the agreement is null and void. The Mayor's signature on this document is to confirm his intent to present this to the City of Sulphur City Council within the Inspection Period and the City of Sulphur is authorized to begin due diligence pending City Council approval.

(L) This agreement is also contingent upon appraisal being equal to or exceeding the purchase price. The Purchaser shall order an appraisal during the Inspection Period. If the appraisal is less than the Purchase Price this agreement is null and void unless the Seller reduces said Purchase Price at Seller's option.

THUS DONE AND SIGNED, on this ____ day of _____, 2025.

KRAUSE & MANAGAN LUMBER COMPANY, LLC, SELLER

BY: _____
William T. Hays, President and Manager

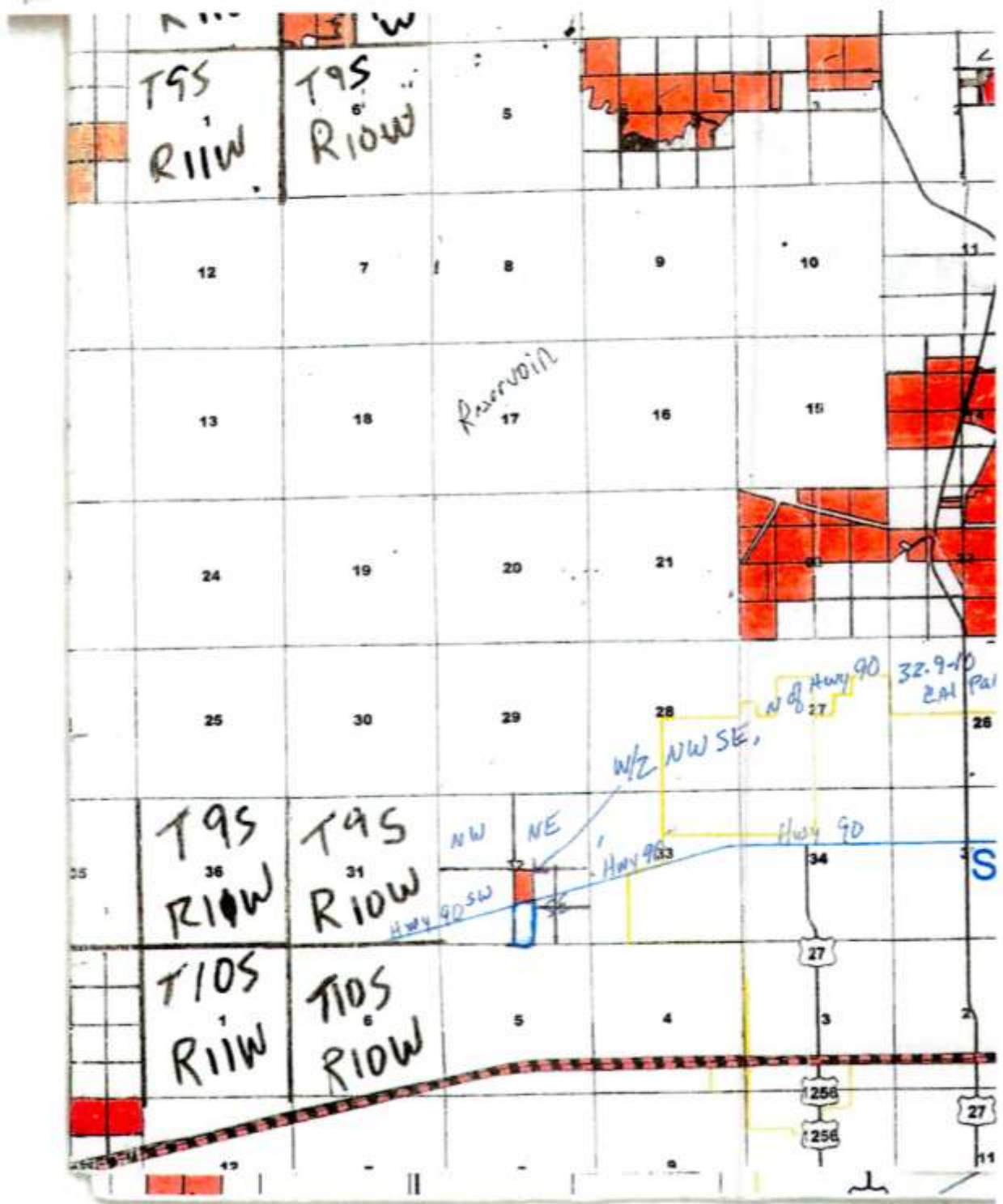
THUS DONE AND SIGNED, on this ____ day of _____, 2025.

PURCHASER:
CITY OF SULPHUR, LOUISIANA

Exhibit "A"

That portion of the West half of Northwest quarter of Southeast quarter of Section 32, Township 9 South, Range 10 West, North of Highway 90.

See map below.





ORDINANCE NO. _____, M-C SERIES

ORDINANCE TO ABANDON UN-CONSTRUCTED EXECUTIVE BOULEVARD.

WHEREAS, Sligo Inc. and Brimstone Rentals, Inc., owners of the adjoining properties to a roadway identified as Executive Boulevard, as shown in Calcasieu Parish Clerk of Court, Plat Book 32, Page 157, requested the City of Sulphur to abandon, revoke, and relinquish ownership of the un-constructed Executive Boulevard as a public roadway; and

WHEREAS, even though the city has never formally accepted Executive Boulevard into their maintenance system, a perpetual dedication of the street for public use was recorded on the subdivision plat and recorded with Calcasieu Parish Clerk of Court, Plat Book 32, Page 157; and

WHEREAS, a formal abandonment and the revocation of the dedication of the unconstructed street by the City is required to vest title to the adjoining private owners.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby revoke any dedication to the public of the un-constructed Executive Boulevard, abandon the un-constructed Executive Boulevard, and relinquish said Executive Boulevard to property owners.

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 _____, 2025.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this _____ day of _____, 2025, 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 _____, 2025, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

Arlene Blanchard

From: Brian Arabie <brian@siglerlaw.com>
Sent: Friday, October 24, 2025 1:24 PM
To: Arlene Blanchard; 'Billy Loftin Jr.'
Cc: Jared Watson (jlw@rmwlegal.com)
Subject: RE: Abandonment of Executive Boulevard

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

Good afternoon Arlene,

I apologize for taking a while to respond, but I wanted to research this matter to assure that there would be no title issues going forward if the City does not formally abandon the area platted and dedicated as "Executive Boulevard." After a review of the applicable law and related cases, it appears that a formal dedication will be necessary for the City to relinquish ownership of the area dedicated in the plat as a public roadway.

Louisiana Revised Statute 35:5051 and the cases interpreting it provide that the recordation of a subdivision plat which dedicates rights of way for streets for public use operates as a "statutory dedication" and, even if the streets are never formally accepted, title is vested with the public entity. As stated by the Third Circuit Court of Appeal, "it is well settled that substantial compliance with the provisions of LSA-R.S. 33:5051 effects a statutory dedication. Once the dedication has been made, title to the streets and alleys vests in the public without the necessity for a formal acceptance. Thereafter, a local governing authority has no legal right to disclaim title to them." [citations omitted] Boagni v. State, Through Dept. of Transp. and Development, 399 So. 2d 813. Also see, Arkansas-Louisiana Gas Co. v. Parker Oil Co., 190 La. 57, 183 So. 229, finding that where owner filed maps and formal dedication of streets and alleyways of town subdivision, dedication was complete without formal acceptance by the public authorities, and irrevocable character of dedication was not affected by fact that property dedicated was not at once subjected to the uses designed.

The Executive Place subdivision plat includes the necessary language effecting a perpetual dedication of the street to public use. Accordingly, it seems that a "statutory dedication" has, in fact, occurred and the lack of actual acceptance, use, or maintenance by the City does not mean that title has not vested with the City.

As a result, a formal abandonment of the street by the City is required to vest title in the adjoining private owners. For that reason, we ask that the City formally abandon the street. As noted below, all of the lands contiguous to the dedicated roadway are owned by Brimstone Rentals, Inc. and Sligo, Inc. who are jointly requesting this abandonment.

I appreciate your help on this matter and, if there are additional steps we need to take to have the roadway abandoned, please let me know.

Thanks,

---Brian

SA & C | **Sigler Arabie & Cannon**
Attorneys at Law
A Limited Liability Company

www.siglerlaw.com

BRIAN W. ARABIE

630 Kirby Street (70601)
PO Box 1550 (70602)
Lake Charles, Louisiana
Tel. (337) 439-2033
Fax (337) 439-7837

Arabie Land & Title, LLC

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From: Arlene Blanchard <ablanchard@sulphur.org>
Sent: Friday, May 9, 2025 9:47 AM
To: Brian Arabie <brian@siglerlaw.com>; 'Billy Loftin Jr.' <billy@llgllc.com>
Cc: Jared Watson (jlw@rmwlegal.com) <jlw@rmwlegal.com>
Subject: RE: Abandonment of Executive Boulevard

This is all private and hasn't been accepted by the City.....thanks!!

Arlene

From: Brian Arabie <brian@siglerlaw.com>
Sent: Thursday, March 27, 2025 1:51 PM
To: 'Billy Loftin Jr.' <billy@llgllc.com>
Cc: Jared Watson (jlw@rmwlegal.com) <jlw@rmwlegal.com>
Subject: Abandonment of Executive Boulevard

Billy,

As I mentioned in yesterday's telephone call, I write on behalf of Sligo, Inc. ("Sligo") in connection with seeking the abandonment, by the City of Sulphur, of Executive Boulevard - an un-constructed street created by way of the Executive Place Subdivision Plat which may be found at Plat Book 32, Page 157 (a copy of which is attached).

I've also attached an image generated from the Calcasieu Parish GIS site with the location of Executive Boulevard outlined in red.

As noted in the attached Act of Correction and Boundary Agreement, all of the property on either side of the platted Executive Boulevard is owned by either Sligo or Brimstone Rentals, Inc ("Brimstone") and both Sligo and Brimstone seek the abandonment of the roadway by the City of Sulphur. I've copied Brimstone's counsel, Jared Watson on this e-mail.

So, in sum:

- Executive Boulevard, created by plat, has never been developed or constructed into a street;
- The properties in Executive Place Subdivision have not been developed as platted and are entirely owned by Sligo and Brimstone;
- All of the lands adjoining the platted Executive Place Subdivision are owned by Sligo and Brimstone; and,
- Sligo and Brimstone seek the abandonment of the roadway by the City of Sulphur whereupon the ownership of the abandoned roadway will be governed by the Sligo/Brimstone Boundary Agreement.

Please let me know if there's anything additional that we need to do to have the City abandon the platted street.

Thanks for your help.

---Brian

 <div>Sigler Arabie & Cannon Attorneys at Law A Limited Liability Company www.siglerlaw.com</div>	<div>BRIAN W. ARABIE</div> <div>830 Kirby Street (70601) PO Box 1550 (70602) Lake Charles, Louisiana Tel. (337) 439-2033 Fax (337) 439-7837</div> <div>Arabie Land & Title, LLC</div>
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Executive Boulevard - Abandonment





Calcasieu Parish Recording Page

H. Lynn Jones II
Clerk of Court
P.O. Box 1030
Lake Charles, LA 70602
(337) 437-3550

Received From :
ARABIE LAND & TITLE (1600)
P. O. DRAWER 3004
LAKE CHARLES, LA 70602

First VENDOR

BRIMSTONE RENTALS INC

First VENDEE

-RE: ADDING OMITTED PROPERTY

Index Type : CONVEYANCES

File Number : 3556575

Type of Document : CORRECTION

Book : 4675 Page : 392

Recording Pages : 13

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Calcasieu Parish, Louisiana.

On (Recorded Date) : 11/06/2024

At (Recorded Time) : 4:14:01PM



Doc ID - 036702490013

CLERK OF COURT
H. LYNN JONES II
Parish of Calcasieu

I certify that this is a true copy of the attached
document that was filed for registry and
Recorded 11/06/2024 at 4:14:01
File Number 3556575
Recorded in Book 4675 Page 392



Deputy Clerk

Return To : ARABIE LAND & TITLE (1600)
P. O. DRAWER 3004
LAKE CHARLES, LA 70602

Do not Detach this Recording Page from Original Document

ACT OF CORRECTION & BOUNDARY AGREEMENT

BE IT KNOWN, that before us, the undersigned Notaries Public, duly commissioned and qualified in and for the Parish and State aforesaid, and before the undersigned competent witnesses, personally came and appeared:

BRIMSTONE RENTALS, INC., a Louisiana business corporation, whose federal tax identification number ends in 9282, represented herein by Kevin Maccartan Leonard, its President, duly authorized by resolution adopted by the Board of Directors of the corporation, a certified copy of which is attached hereto, whose mailing address for purposes hereof is 1331 E. Napoleon Street, Sulphur, LA 70663; (hereafter referred to as "Brimstone")

AND

SLIGO, INC., a Louisiana business corporation, whose federal identification number ends in 3463, represented herein by Margaret Leonard Wright, its President, duly authorized by resolution adopted by the Board of Directors of the corporation, a certified copy of which is attached hereto, whose mailing address for purposes hereof is 2304 Maplewood Drive, Suite E, Sulphur, LA 70663; (hereafter referred to as "Sligo");

who declared that:

WHEREAS, Brimstone and Sligo entered in to that instrument styled, "*Act of Exchange by and between Brimstone Rentals, Inc. and Sligo, Inc.*" dated December 15, 2021, (the "Act of Exchange") recorded in the conveyance records of Calcasieu Parish, Louisiana, under clerk's file no. **3452939**, in Conveyance Book **4481**, page **316** exchanging certain properties as described therein that the parties either co-owned or one owned the improvements on the land of the other;

WHEREAS, the Act of Exchange erroneously omitted a tract of land belonging to Sligo and intended to be transferred to Brimstone being a portion of the property generally located at 3310 E. Napoleon Street (the "E. Napoleon Tract");

WHEREAS, the Act of Exchange erroneously omitted tracts of land belonging to Brimstone and intended to be transferred to Sligo (together, the "Powerline Tract");

WHEREAS, the Act of Exchange erroneously omitted to make reference to and confirm and acknowledge ownership of certain immovable property owned by Sligo abutting Hazel Street (the "Sligo Tract");

WHEREAS, the Act of Exchange transferred ownership of properties lying within Executive Place, a subdivision as per Plat Book 32, Page 157, records of Calcasieu Parish and title examiners have questioned the precise location of the boundary between the lands owned by Brimstone and Sligo in Executive Place; and,

WHEREAS, Brimstone and Sligo wish to complete the transfers of the E. Napoleon Tract and the Powerline Tract, to confirm ownership of the Sligo Tract, and, further, to clarify and set the boundary between their respective lands in Executive Place.

NOW THEREFORE, for the consideration stated in the Act of Exchange and further, for the purposes of clarifying title to their respective properties, Brimstone and Sligo agree and covenant as follows:

I.
ACT OF CORRECTION

To correct and amend the Act of Exchange to include the E. Napoleon Tract and the Powerline Tract, and to confirm the ownership of the Sligo Tract, as follows:

A. Sligo does hereby transfer, set over and deliver the E. Napoleon Tract unto Brimstone, with full and general warranty of title and with full guarantee against all mortgages, claims, alienations or encumbrances whatsoever, and with full subrogation to all of the rights of warranty, and all other rights with respect to the E. Napoleon Tract, which is more particularly described, to wit:

The south 390 feet of the following described property, to-wit:

Commencing 790 feet East of the Southwest corner of the Northwest Quarter (NW/4) of Section 31, Township 9 South, Range 9 West; thence East 100 feet; thence North 689.7 feet to the right of way of US Highway #90; thence West along the south side of said US Highway #90 a distance of 100 feet; thence South 689.7 feet to the point of commencement, in the Parish of Calcasieu, State of Louisiana, with all improvements situated thereon.

For Informational Purposes Only: Parcel No. 01325336

Being the same property acquired by Sligo, Inc. under that conveyance instrument styled Cash Deed dated July 7, 1994, subsequently recorded under Clerk's File No. 2216857, Book 2426, page 251, conveyance records of Calcasieu Parish, Louisiana.

B. Brimstone does hereby transfer, set over and deliver the Powerline Tract unto Sligo, with full and general warranty of title and with full guarantee against all mortgages, claims, alienations or encumbrances whatsoever, and with full subrogation to all of the rights of warranty, and all other rights with respect to the Powerline Tract, which is more particularly described, to wit:

A portion of the Northwest Quarter of the Southwest Quarter (NW/4 – SW/4) of Section 31, Township 9 South, Range 9 West, Southwestern Land District, Louisiana Meridian, Calcasieu Parish, Louisiana, being more particularly described as follows:

Commencing at the Northeast Corner (P.O.C.) of Lot 11 of Block 5 of MAGNOLIA FOREST NO. 2, a subdivision as per Plat recorded on Page 15 of Plat Book 10, records of Calcasieu Parish, Louisiana; Thence measured South 72° 21' 53" West on and along the South GSU right-of-way line for a distance of 337.02 feet; Thence measured North 00° 00' 00" West for a distance of 78.35 feet; Thence measured South 72° 47' 45" West for a distance of 74.75 feet; Thence measured North 17° 12' 15" West for a distance of 74.77 feet to a point on the North GSU right-of-way line; Thence measured North 72° 21' 53" East on and along the North GSU right-of-way line for a distance of 438.02 feet; Thence measured South 01° 49' 56" East for a distance of 30.28 feet; Thence measured South 16° 37' 12" East for a distance of 19.45 feet; Thence measured South 04° 50' 26" West for a distance of 109.76 feet to the Point of Commencement, containing 1.33 acres (57767 Sq. Ft.), more or less, together with all buildings and other improvements situated thereon as per that Survey of Boundary Agreement by E. Leo Reddoch III, P.L.S. dated January 8, 2024, Revised May 30, 2024 & August 20, 2024 attached hereto as Exhibit "A".

And,

A tract of land located between the property described on Exhibit A above and the Sligo Tract below, being further described as:

Commencing at the Northeast Corner (P.O.C.) of Lot 11 of Block 5 of MAGNOLIA FOREST NO. 2, a subdivision as per Plat recorded on Page 15 of Plat Book 10, records of Calcasieu Parish, Louisiana; Thence measured South 72° 21' 53" West on and along the South GSU right-of-way line for a distance of 337.02 feet; Thence measured North 00° 00' 00" West for a distance of 78.35 feet; Thence measured South 72° 47' 45" West for a distance of 74.75 feet to the point of beginning; Thence measured North 17° 12' 15" West for a distance of 74.77 feet to a point on the North GSU right-of-way line; Thence South 72 degrees, 31 minutes, 44 seconds West, along the North GSU right-of-way line, 550 feet, more or less, to the intersection of this line with the easternmost line of the Sligo Tract; thence South 00 degrees 50 minutes 31 seconds West, along that eastern line of the Sligo Tract, 79 feet; thence North 72 degrees, 31 minutes, 44 seconds East 575 feet, more or less, to the point of beginning.

C. Sligo is confirmed and acknowledged as the owner of the Sligo Tract, which is more particularly described, to wit:

Certain parcel or tract of land described as beginning at a point 60 feet East of and 315 feet South of the Southwest Corner of the Northwest Quarter of the Southwest Quarter of Section 31, Township 9 South Range 9 West, Calcasieu Parish, Louisiana, said point of beginning being set at a ½ inch crimp pipe on the East right of way line of Hazel Street; thence South 89 degrees 45 minutes 29 seconds East for a distance of 88 feet to a point; thence South 0 degrees 50 minutes 33 seconds West for a distance of 150.03 feet to a point, said point being in the center line of a 150.0 foot Gulf States Utilities Right of Way; thence South 72 degrees 31 minutes 30 seconds West on and along said center line for a distance of 92.68 feet to an existing railroad spike in the East right of way line of the aforementioned Hazel Street; thence North 0 degrees 50 minutes 33 seconds East on and along said right of way line for a distance of 178.21 feet to the point of beginning, containing 14,442.73 square feet, more or less, together with all buildings and improvements situated thereon.

And,

Certain tract or parcel of land described as commencing at the Southwest Corner of the Northwest Quarter of the Southwest Quarter of Section 31, Township 9 South, Range 9 West, Calcasieu Parish, Louisiana; thence East for a distance of 60 feet to a point in the East Right of Way line of Hazel Street; thence South on and along said East Right of Way for a distance of 315 feet to an existing ½ inch crimp pipe; thence South 89 degrees 45 minutes 29 seconds East for a distance of 88 feet to the point of beginning of herein described tract; thence continue South 89 degrees 45 minutes 29 seconds East for a distance of 62 feet to an existing ½ crimp pipe; thence South 0 degrees 50 minutes 31 seconds West for a distance of 130.16 feet to an existing ½ inch crimp pipe, said pipe being in the centerline of a 150 foot Gulf States Utilities Right of Way; thence South 72 degrees 31 minutes 30 seconds West on and along said centerline for a distance of 65.31 feet to a point; thence North 0 degrees 50 minutes 33 seconds East for a distance of 150.03 feet to the point of beginning containing 8685.66 square feet, more or less, together with all buildings and improvements situated thereon.

Brimstone does hereby quitclaim the Sligo Tract unto Sligo, but with full subrogation of all rights against any prior owners, and all other rights with respect to the Sligo Tract.

II.
BOUNDARY AGREEMENT

Brimstone and Sligo, in order to avoid any future dispute as to the record or actual boundaries between their respective tracts, desire to establish and fix the boundary between their respective tracts within Executive Place, effective from the date of the Act of Exchange, along the line (the "Boundary Line") described as follows:

Commencing at the Northeast Corner (P.O.C.) of the Northeast Quarter of the Southeast Quarter (NE/4 – SE/4) of Section 36, Township 9 South, Range 10 West, Calcasieu Parish, Louisiana; Thence measured South 00° 63' 41" West on and along the centerline of the North Hazel Street right-of-way, also being the East line of said Northeast Quarter of Southeast Quarter of Section 36, a distance of 1,167.90 feet to the Point of Beginning (P.O.B.) of a Boundary Agreement Line; Thence measured on and along the centerline of an existing drainage ditch South 88° 53' 37" East a distance of 206.77 feet; Thence measured on and along said centerline South 89° 19' 47" East a distance of 114.90 feet; Thence measured on and along said centerline South 87° 23' 24" East a distance of 99.87 feet; Thence measured on and along said centerline South 72° 41' 09" East a distance of 146.68 feet; Thence measured on and along said centerline South 65° 01' 59" East a distance of 45.08 feet; Thence measured on and along said centerline South 72° 44' 22" East a distance of 98.79 feet; Thence measured on and along said centerline South 88° 05' 46" East a distance of 11.09 feet; Thence measured North 00° 36' 56" East a distance of 9.77 feet to an existing wood fence post; Thence measured North 00° 36' 56" East a distance of 149.76 feet to an existing wood fence post; Thence measured North 85° 05' 15" East a distance of 175.10 feet to an existing wood fence post; Thence measured South 02° 48' 03" West a distance of 163.25 feet to an existing wood fence post; Thence measured South 02° 48' 03" West a distance of 17.05 feet to said centerline of drainage ditch; Thence measured on and along said centerline North 88° 05' 46" East a distance of 3.50 feet; Thence measured on and along said centerline North 59° 20' 50" East a distance of 96.71 feet; Thence measured on and along said centerline North 57° 13' 45" East a distance of 94.52 feet; Thence measured on and along said centerline South 81° 11' 35" East a distance of 44.69 feet; Thence measured on and along said centerline South 49° 32' 56" East a distance of 64.62 feet; Thence measured on and along said centerline South 23° 28' 10" East a distance of 58.60 feet; Thence measured on and along said centerline South 01° 49' 56" East a distance of 99.65 feet to a point on the North line of a 150-foot-wide GSU right-of-way being the Point of Termination (P.O.T.) of said Boundary Agreement Line.

Brimstone and Sligo attach hereto as Exhibit "B" a Survey of Boundary Agreement by E. Leo Reddoch III, P.L.S., dated January 10, 2024, (the "Reddoch Survey"), in order to facilitate the identification of the Boundary Line separating the ownership of properties described in the Act of Exchange.

As a result of the establishment of the Boundary Line in this instrument per the Reddoch Survey, that portion of Executive Place generally to the north and east of the Boundary Line belongs to Brimstone and that portion of Executive Place generally to the south and west of the Boundary Line belongs to Sligo. Included with the lands and properties acquired by each party by virtue of this established Boundary Line are the buildings and improvements located upon those lands acquired by each. It being the intent of the parties that the improvements and buildings located upon their respective lands are to be a part of and component parts to the lands upon which they are situated, thereby removing any severance of ownership between the

buildings/improvements and the lands where they are located. These buildings/improvements being acquired by the grantee of same in an "AS IS" condition, and grantee of those improvements/buildings does hereby relieve and release the grantor 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 any purchase price pursuant to Louisiana Civil Code Article 2541, et seq. Additionally, grantee acknowledges that this conveyance/exchange/agreement is made without warranty of fitness for ordinary or particular use pursuant to Louisiana Civil Code article 2524.

Brimstone and Sligo intend to seek the abandonment by the City of Sulphur of Executive Boulevard, as per plat of Executive Place subdivision found in Plat Book 32, Page 157, records of Calcasieu Parish and, if such abandonment should occur, it is the intention of Brimstone and Sligo that the Boundary Line, as established by this instrument, shall thereafter remain the boundary between the Brimstone and Sligo properties and they do hereby agree to cooperate and execute such quit-claims or other instruments as may be reasonably necessary to carry out the intentions and purposes of this agreement.

THUS DONE AND SIGNED in Lake Charles, Louisiana, on this 1st day of November, 2024, in the presence of the undersigned competent witnesses, and me, Notary Public.

WITNESSES:

Emme Manuel
WITNESS #1 SIGNATURE
Emme Manuel

Angela Veronle
WITNESS #1 PRINTED NAME
Angela Veronle
WITNESS #2 SIGNATURE
Angela Veronle
WITNESS #2 PRINTED NAME

BRIMSTONE RENTALS, INC.
[Signature]
BY: KEVIN MACCARTAN LEONARD
Its: President

[Signature]
NOTARY PUBLIC



THUS DONE AND SIGNED in Lake Charles, Louisiana, on this 29th day of October, 2024, in the presence of the undersigned competent witnesses, and me, Notary Public.

WITNESSES:

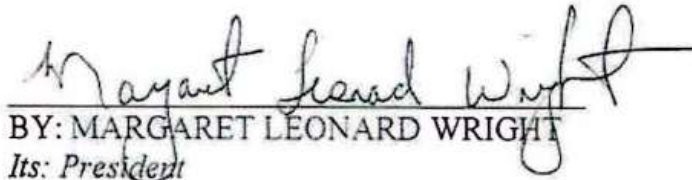

WITNESS #1 SIGNATURE
Robyn Meschery

WITNESS #1 PRINTED NAME


WITNESS #2 SIGNATURE
Julie Arabie

WITNESS #2 PRINTED NAME

SLIGO, INC.


BY: MARGARET LEONARD WRIGHT
Its: President

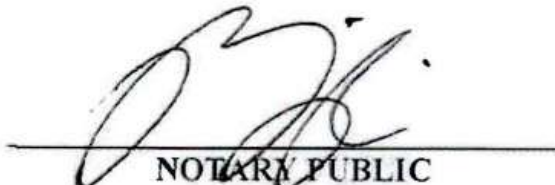

NOTARY PUBLIC

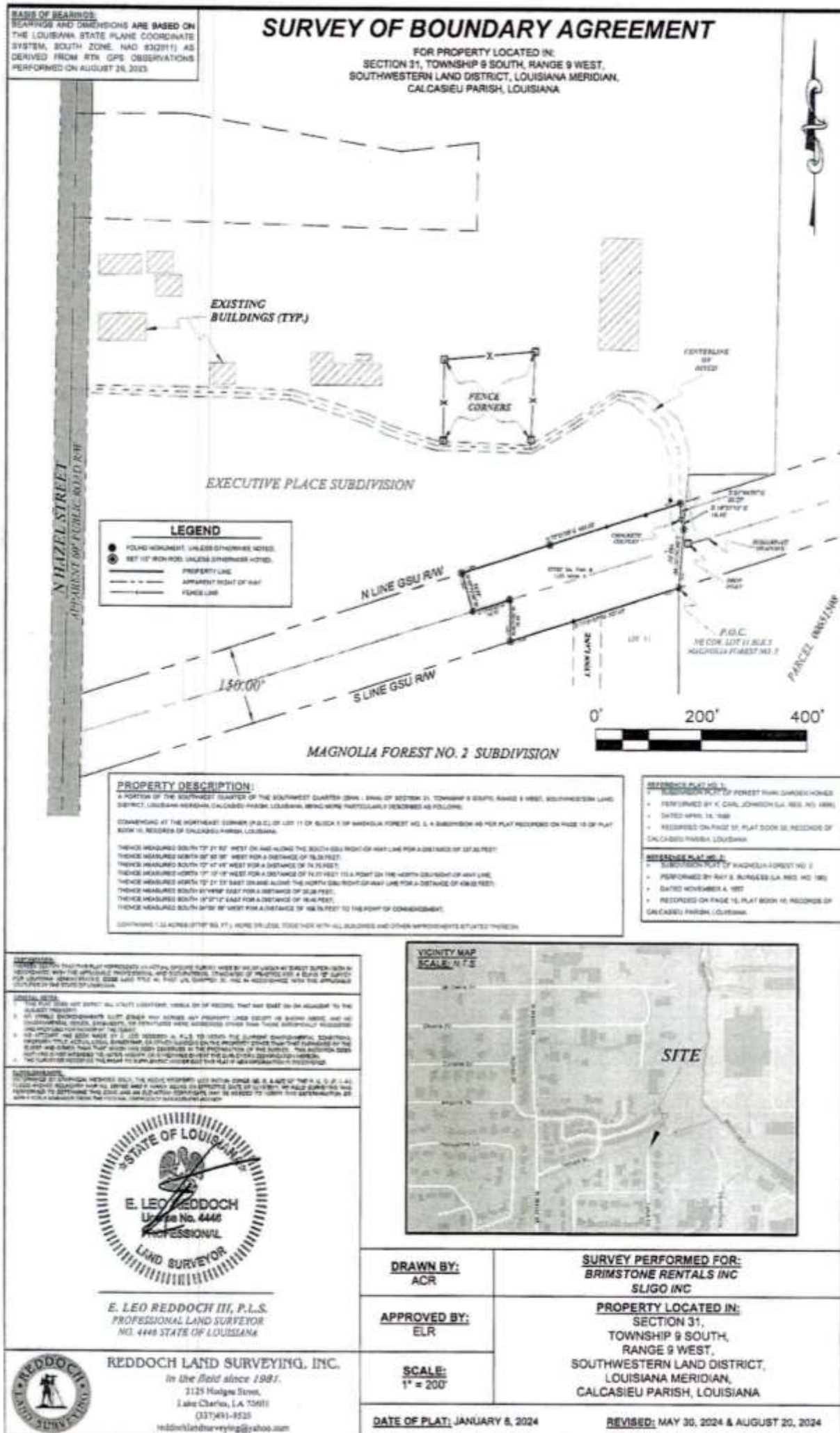
EXHIBIT A

EXHIBIT B

SURVEY OF BOUNDARY AGREEMENT

FOR PROPERTY LOCATED IN:
SECTION 31, TOWNSHIP 9 SOUTH, RANGE II WEST,
SOUTHWESTERN LAND DISTRICT, LOUISIANA MERIDIAN,
CALCASIEU PARISH, LOUISIANA.

南京大學圖書館
 南京大學圖書館
 南京大學圖書館

S 89°41'16" E 1342.65

尹以正
湖北工业职业技术学院
430204-11224
2007.10.19 尹以正收

44.97

BETWEEN LANE
CENTRALINE OF WINDMILL STREET

BRIMSTONE RENTALS INC

LEGAL DESCRIPTION

BOUNDARY AGREEMENT LINE

[illegible]

LINE TABLE

LINE	BEARING	LENGTH
1.1	S 81°11'35" E	44.85
1.2	S 45°32'56" E	54.82
1.3	S 23°25'31" E	58.60
1.4	S 01°49'56" E	95.00

0° 300° 600°

LEGEND

[illegible]

VICINITY MAP

SCALE: N.T.S.



DRAWN BY:
ACR

CHECKED BY:
ELR

SCALE:
1" = 300'

DATE OF PLAT: JANUARY 10, 2024

SURVEY PERFORMED FOR:
BRIMSTONE RENTALS INC
SLIGO INC

PROPERTY LOCATED IN:
SECTION 31,
TOWNSHIP 9 SOUTH,
RANGE 9 WEST,
SOUTHWESTERN LAND DISTRICT,
LOUISIANA MERIDIAN,
CALCASIEU PARISH, LOUISIANA

STATE OF LOUISIANA
E. LEE HEDDOCH
License No. 4448
PROFESSIONAL
LAND SURVEYOR

E. LEO REDDOCH III, P.L.S.
PROFESSIONAL LAND SURVEYOR
NO. 4448 STATE OF LOUISIANA

REDDOCH LAND SURVEYING, INC.
In the field since 1981.
2125 Hodges Street,
Lake Charles, LA 70601
(337) 491-9520

modigliani@virginia-mc.com



Sligo, Inc.
Certified Excerpts of the Minutes of:
Meeting of the Board of Directors

At a meeting of the Board of Directors of Sligo, Inc., a Louisiana business corporation (the "Corporation"), said meeting occurring on the 29 day of October, 2024, said meeting having been duly called and noticed, and a quorum being present, the following resolutions were adopted:

BE IT RESOLVED that, in order to include properties erroneously omitted from that instrument styled, "*Act of Exchange by and between Brimstone Rentals, Inc. and Sligo, Inc.*" dated December 15, 2021, and to clarify the boundary of certain properties owned by the Corporation within Executive Place, a subdivision as per Plat Book 32, Page 157, records of Calcasieu Parish, the Corporation desires to enter in to that instrument styled "*Act of Correction & Boundary Agreement*" with Brimstone Rentals, Inc. (the "Act of Correction").


BE IT FURTHER RESOLVED that the Corporation's President, **Margaret Leonard Wright** (the "Authorized Representative") is hereby authorized, directed and empowered to appear before any Notary Public and to then and there execute the Act of Correction on behalf of the Corporation along with any other documents the Authorized Representative may deem necessary to carry out the foregoing.

Certificate

I, Ian Wright, Executive Vice-President of the Corporation, certify the above and foregoing to be a true and correct excerpt of those actions taken by the Board of Directors at a meeting duly and legally called, and convened on the date specified above, where a quorum of the Board of Directors were present and that the same is all of the action required by the governing documents of the Corporation to authorize the contemplated transaction and the same has not been revoked or rescinded.

Lake Charles, Louisiana, this 29 day of October, 2024.

SLIGO, INC.



BY: IAN WRIGHT
ITS: Executive Vice-President

BRIMSTONE RENTALS, INC.,
Certified Excerpts of the Minutes of:
Meeting of the Board of Directors

At a meeting of the Board of Directors of BRIMSTONE RENTALS, INC., a Louisiana business corporation (the "Corporation"), said meeting occurring on the 1st day of November, 2024, said meeting having been duly called and noticed, and a quorum being present, the following resolutions were adopted:

BE IT RESOLVED that the Corporation does authorize the Act of Correction to amend and correct the Act of Exchange by and between Brimstone Rentals, Inc. and Sligo, Inc., on December 15, 2021, under clerk's file no. 3452939, in Conveyance Book 4481, page 316; to include the real estate generally located at E. Napoleon Street, Hazel Street, and Magnolia Forest No. 2 Subdivision; and authorizes the Boundary Agreement for said real estate, in Sulphur, Louisiana being the same property conveyed by the amended Act of Exchange (the "Real Estate")

BE IT FURTHER RESOLVED that **Kevin Maccartan Leonard**, its **President**, (the "Authorized Representative") is hereby authorized, directed and empowered to appear before any Notary Public and to then and there sign the Boundary Agreement and the Act of Correction to amend the Real Estate, and/or all of the Corporation's right, title and interest therein, with subrogation of all actions of warranty unto any person, firm or corporation or association, and to execute on behalf of the Corporation any and all documents associated with aforementioned Real Estate including, but not limited to, affidavits, certifications and settlement statements.

BE IT FURTHER RESOLVED that the Board of Directors does further ratify, approve, and adopt the Act of Correction and Boundary Agreement, to correct and amend the Real Estate from the Act of Exchange by and between the Corporation and Brimstone Rentals, Inc., executed on November, 2024.

Certificate

I, Kevin Leonard, Secretary of the Corporation, certify the above and foregoing to be a true and correct excerpt of those actions taken by the Board of Directors at a meeting duly and legally called, and convened on the date specified above, where a quorum of the Board of Directors were present and that the same is all of the action required by the governing documents of the Corporation to authorize the contemplated transaction and the same has not been revoked or rescinded.

Lake Charles, Louisiana, this 1st day of November, 2024.

BRIMSTONE RENTALS, INC.

BY: Kevin Leonard
ITS: Secretary

ORDINANCE NO. _____, M-C SERIES

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

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

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.

CURRENT
YEAR

CATEGORY	QTY	TYPE-MAKE-DESC	MODEL#	SERIAL#	REAS ON	YEAR	VALUE
CAMERA	1	IP CAMERA	QNV-7020RN	ZCTP6V2HB00035 Z	MECH	YR2025	\$ -
DESKTOP	1	LENOVO DESKTOP	1S10FH000MUS	MJ03NNFG	EOL	YR2025	\$ -
DESKTOP	1	LENOVO DESKTOP	1S10FH000MUS	MJ03NNFC	EOL	YR2025	\$ -
DESKTOP	1	LENOVO DESKTOP	1S10FH000MUS	MJ04CFKQ	EOL	YR2025	\$ -
DESKTOP	1	LENOVO DESKTOP	1S10FH000MUS	MJ03NNFD	EOL	YR2025	\$ -
DESKTOP	1	LENOVO DESKTOP	1S10SJ002YUS	MJ09CH53	EOL	YR2025	\$ -
DESKTOP	1	LENOVO DESKTOP	1S10ST003RUS	MJ0808QV	EOL	YR2025	\$ -
DESKTOP	1	LENOVO DESKTOP	1S10M7000GUS	MJ06VA3C	EOL	YR2025	\$ -
DESKTOP	1	LENOVO DESKTOP	1S10M7000GUS	MJ08TEJE	EOL	YR2025	\$ -
DESKTOP	1	LENOVO DESKTOP	1S10M7000GUS	MJ08T5KJ	EOL	YR2025	\$ -
DESKTOP	1	LENOVO DESKTOP	1S10M7000GUS	MJ06VA39	EOL	YR2025	\$ -
DESKTOP	1	LENOVO DESKTOP	1S10M7000GUS	MJ08TEJL	EOL	YR2025	\$ -
DESKTOP	1	LENOVO DESKTOP	1S10M7000GUS	MJ08TEJ7	EOL	YR2025	\$ -
DESKTOP	1	LENOVO DESKTOP	1S10M7000GUS	MJ08T5KF	EOL	YR2025	\$ -
DESKTOP	1	LENOVO DESKTOP	1S10M7000GUS	MJ08T5K9	EOL	YR2025	\$ -
DESKTOP	1	LENOVO DESKTOP	1S10M7000GUS	MJ06VA2A	EOL	YR2025	\$ -
DESKTOP	1	LENOVO DESKTOP	1S10M7000GUS	MJ08TEJJ	EOL	YR2025	\$ -
LAPTOP	1	Thinkpad-Helix-3698-6SU	Helix-3698-6SU	PK2VK7M	EOL	YR2025	\$ -
LAPTOP	1	Thinkpad-Helix-3698-6SU	Helix-3698-6SU	PK2ZK90	EOL	YR2025	\$ -
LAPTOP	1	Thinkpad-Helix-3698-6SU	Helix-3698-6SU	PK2ZK91	EOL	YR2025	\$ -

LAPTOP	1	PANASONIC	CF-54J7-05VM	9BTTC11098	EOL	YR2025	\$ -
LAPTOP	1	PANASONIC	CF-53JULZY1M	2HTYA19608	EOL	YR2025	\$ -
LAPTOP	1	PANASONIC	CF-53JULZY1M	2JTYA35573	EOL	YR2025	\$ -
LAPTOP	1	PANASONIC	CF-53JULZY1M	3CTYA66978	EOL	YR2025	\$ -
LAPTOP	1	PANASONIC	CF-53JULZY1M	3CTYA67840	EOL	YR2025	\$ -
LAPTOP	1	PANASONIC	CF-53JULZY1M	3DTYA74792	EOL	YR2025	\$ -
LAPTOP	1	PANASONIC	CF-53AUGZY1M	2CTYA77231	EOL	YR2025	\$ -
LAPTOP	1	PANASONIC	CF-53JULZY1M	2HTYA19620	EOL	YR2025	\$ -
LAPTOP	1	PANASONIC	CF-532BLZYCM	5J TSA33441	EOL	YR2025	\$ -
LAPTOP	1	PANASONIC	CF-53JULZY1M	2JTYA35528	EOL	YR2025	\$ -
LAPTOP	1	LENOVO	20-TD001NUS	MJ0GJ9E7	MECH	YR2025	\$ -
LAPTOP	1	PANASONIC	CF-54J7-05VM	9HTTC70883	MECH	YR2025	\$ -
LAPTOP	1	PANASONIC	CF-54J7-05VM	9HTTC70865	MECH	YR2025	\$ -
LAPTOP	1	PANASONIC	CF-54J7-05VM	9BTTC11213	MECH	YR2025	\$ -
LAPTOP	1	PANASONIC	CF-54J7-05VM	8ETHA31306	MECH	YR2025	\$ -
LAPTOP	1	PANASONIC	CF-54J7-05VM	9BTTC11164	MECH	YR2025	\$ -
MIFI	1	MIFI-8800L	8800L	IMEI-990016875607226	MECH	YR2025	\$ -
MIFI	1	MIFI-8800L	8800L	IMEI-990016875625087	MECH	YR2025	\$ -
MIFI	1	MIFI-8800L	8800L	IMEI-990009313141148	MECH	YR2025	\$ -
MIFI	1	MIFI-8800L	8800L	IMEI-990009313141403	MECH	YR2025	\$ -
MIFI	1	MIFI-8800L	8800L	IMEI-990009313099189	MECH	YR2025	\$ -
MIFI	1	MIFI-8800L	8800L	IMEI-990016875616060	MECH	YR2025	\$ -
MIFI	1	MIFI-8800L	8800L	IMEI-990009313142336	MECH	YR2025	\$ -
MISC	1	APC SURGE PROTECTOR (AFIS)	NET7	7Z1524L01514	MECH	YR2025	\$ -
MISC	1	MORPHO FINGERPRINT SCANNER (AFIS)	TP5300AED	AEV235101114R	MECH	YR2025	\$ -
MISC	1	ELO TOUCHSCREEN (AFIS)	E266835	ET1915L-8CWA-1-G	MECH	YR2025	\$ -
MISC	1	LIND MOBILE ADAPTER	PA1580-1745	SN-1330	MECH	YR2025	\$ -
MISC	1	SAMSUNG PORTABLE DVD PLAYER	SE218GN	S16D6YMGB006A P	MECH	YR2025	\$ -
MISC	1	LOGITECH K350 KEYBOARD	K350	SN820002546	MECH	YR2025	\$ -
MISC	1	LIND MOBILE ADAPTER	PA1580-1745	SN-2104	MECH	YR2025	\$ -
MISC	1	CASHDRAWER - ADVANTAGE	ADV113C1131089	ADV-149613	EOL	YR2025	\$ -

MISC	1	CASHDRAWER - ADVANTAGE	ADV113C1131089		EOL	YR2025	\$ -
MISC	1	DUPLO FORM BURSTER V-700	V-700		EOL	YR2025	\$ -
MISC	1	DUPLODEC INTER STACKER V-170	V-170	SN-7045069	EOL	YR2025	\$ -
MISC	1	MICROSOFT K350 KEYBOARD	K350	MNYR0053CN008 57	MECH	YR2025	\$ -
MISC	1	MICROSOFT K350 KEYBOARD	K350	MNYR0053CN134 28	MECH	YR2025	\$ -
MISC	1	LIND MOBILE ADAPTER	PA1580-1745	SN1401	MECH	YR2025	\$ -
MISC	1	UNITECH HANDHELD SCANNER	PA520	SN-1474088065	EOL	YR2025	\$ -
MISC	1	UNITECH HANDHELD SCANNER	PA520	SN-1474088013	EOL	YR2025	\$ -
MISC	1	PANASONIC-LAPTOP KEYBOARD DOCK	CF-VEK331LM	8ETSA24443	MECH	YR2025	\$ -
MONITOR	1	PLANAR PLL2210W	PLL2210W	PL169LT500109	MECH	YR2025	\$ -
MONITOR	1	PLANAR PLL2210W	PLL2210W	PL624LT501000	MECH	YR2025	\$ -
MONITOR	1	PLANAR PL2210W	PL2210W	P2227CB001298	MECH	YR2025	\$ -
MONITOR	1	PLANAR PLL2210W	PLL2210W	PL606LT500173	MECH	YR2025	\$ -
MONITOR	1	PLANAR PLL2210W	PLL2210W	PL524LT504474	MECH	YR2025	\$ -
MONITOR	1	PLANAR PXL2271MW	977-7847-00	PL708LTS00269	MECH	YR2025	\$ -
MONITOR	1	SAMSUNG 225BW	225BW	DP22HVMPA0174 3Y	MECH	YR2025	\$ -
MONITOR	1	PLANAR PXL2471MW	97-7848-01	PL923NSS00117	MECH	YR2025	\$ -
MONITOR	1	PLANAR PXL2471MW	997-7848-01	PL914NSS00211	MECH	YR2025	\$ -
MONITOR	1	PLANAR PXL2471MW	997-7848-01	PL914NSS00001	MECH	YR2025	\$ -
MONITOR	1	SAMSUNG	B2240W	CB22HVMB50142 0R	MECH	YR2025	\$ -
MOUSE	1	LOGITECH ERGO M575	ERGO M575	N/A	MECH	YR2025	\$ -
NETWORK	1	Linksys SE2500 Switch	SE2500	10F10J09205465	MECH	YR2025	\$ -
NETWORK	1	TRENDNET SWITCH	TPE-TG50GA	CA0IT22201247	MECH	YR2025	\$ -
NETWORK	1	HDMI / Ethernet KVM - Evolution by VANCO	N/A	N/A	MECH	YR2025	\$ -
NETWORK	1	TRENDNET SWITCH	TEG-S50G	C212445002977	MECH	YR2025	\$ -
NETWORK	1	POE INJECTOR (2)	N/A	N/A	MECH	YR2025	\$ -
NETWORK	1	LINKSYS 5PORT SWITCH	EZXS55W	R9140F5000989	MECH	YR2025	\$ -
NETWORK	1	CISCO CATALYST 2960	WS-C2960X-24PS-L	F0C2030V0XQ	EOL	YR2025	\$ -
NETWORK	1	LINKSYS SE1500 Switch	SE1500	10E10J08415622	MECH	YR2025	\$ -
PHONE	1	BELLSOUTH	M7310	NTM040DSJJC	MECH	YR2025	\$ -
PHONES	MIS C	MISC SMART PHONES FROM PD	N/A	N/A	MECH	YR2025	\$ -

PRINTER	1	LaserJet M281fdw	T6B82AR	VNBNL678NK	MECH	YR2025	\$ -
PRINTER	1	LEXMARK MS810dn	4063-230	40635C6602YH3	MECH	YR2025	\$ -
PRINTER	1	ACOM XEROX PHASER 4500	PHASER4500	PMT304939	EOL	YR2025	\$ -
PRINTER	1	LEXMARK MX410DE	7015-470	701532LM059BL	MECH	YR2025	\$ -
PRINTER	1	HP LASERJET M276NW	CF145A	CNF8G3ZBYW	EOL	YR2025	\$ -
PRINTER	1	OfficeJet X576dw	CN598A	CN567KJ0MJ	MECH	YR2025	\$ -
PRINTER	1	EPSON RECEIPT PRINTER TM-H6000V	M253B	X5FZ017080	EOL	YR2025	\$ -
PRINTER	1	EPSON RECEIPT PRINTER TM-H6000V	M253B	X5FZ017126	EOL	YR2025	\$ -
PRINTER	1	IBM GREENBAR PRINTER			EOL	YR2025	\$ -
PRINTER	1	IBM GREENBAR PRINTER			EOL	YR2025	\$ -
PRINTER	1	HP LaserJet M551xh	LaserJet M551xh	CND CG862JZ	MECH	YR2025	\$ -
PRINTER	1	LEXMARK MS823DN MS50G0200	4064-430	4064943019XZ1	MECH	YR2025	\$ -
PRINTER	1	HP LASERJET 5550DTN	LaserJet 5550dtn	JPSC8CR052	EOL	YR2025	\$ -
PRINTER	1	HP CF404A PAPERTRAY	CF404A	VNB3B69425	EOL	YR2025	\$ -
UPS	1	APC-BACKUPS- BX1000G	BX1000G	3B1142X24100	EOL	YR2025	\$ -
UPS	1	APC-BACKUPS- BE650BB	BE650BB	QB0430137032	EOL	YR2025	\$ -
UPS	1	APC BACK-UPS PRO 1000	BR1000G	3B1142X27263	MECH	YR2025	\$ -
UPS	1	APC BACK-UPS ES 650	BE650BB	AB0425222583	MECH	YR2025	\$ -
UPS	1	APC BE550G	BE550G	4B1602P12997	EOL	YR2025	\$ -
UPS	1	APC BE650G1	BE650G1	4B1315P06945	EOL	YR2025	\$ -
UPS	1	APC BE650G1	BE650G1	4B1337P08606	EOL	YR2025	\$ -
UPS	1	APC BE550G	BE550G	4B1137P26487	EOL	YR2025	\$ -
UPS	1	APC BE650G1	BE650G1	4B1232P49716	EOL	YR2025	\$ -
UPS	1	APC BE550G	BE550G	4B1440P43874	EOL	YR2025	\$ -
UPS	1	APC BE650G1	BE650G1	3B1111X28281	EOL	YR2025	\$ -

APPROVED AND ADOPTED by
the City Council of the City of Sulphur,
Louisiana, on this ____ day of
_____, 2025.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this ____ day of _____, 2025, at ____ o'clock ____.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received from the Mayor at ____ o'clock ____ on this ____ day of _____, 2025, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ORDINANCE NO. _____, M-C SERIES

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

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.

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.

DEP T	TYP E	DESCRIPTION	YEA R	MAKE	MODE L	SERIAL #/VIN #	REASO N	DATE	ESTIMATED VALUE
POLIC	TQ	2012 CHEVROLET CAPRICE	2012	CHEVROLET	CAPRICE	VIN#5446	NOT IN	OCT202	\$1,000
FIRE	TQ	1990 WELLS CARGO BOX	1990	WELLS	TRL	VIN#5661	NOT IN	UNK	\$500
POLIC	TQ	2008 DODGE 1500	2008	DODGE	1500	VIN#7939	NOT IN	AUG20	\$3,500
POLIC	TQ	2010 FORD F-150	2010	FORD	F-150	VIN#9967	NOT IN	AUG20	\$3,500
POLIC	TQ	2016 FORD TAURUS	2016	FORD	TAURUS	VIN#1079	NOT IN	DEC202	\$3,500
POLIC	TQ	2016 CHEVROLET CAPRICE	2016	CHEVROLET	CAPRICE	VIN#3214	NOT IN	OCT202	\$1,000
POLIC	TQ	2013 CHEVROLET CAPRICE	2013	CHEVROLET	CAPRICE	VIN#4720	NOT IN	OCT202	\$1,000
POLIC	TQ	2014 CHEVROLET CAPRICE	2014	CHEVROLET	CAPRICE	VIN#6783	NOT IN	OCT202	\$1,000
POLIC	TQ	2013 CHEVROLET CAPRICE	2013	CHEVROLET	CAPRICE	VIN#3812	NOT IN	OCT202	\$1,000
POLIC	TQ	2015 CHEVROLET CAPRICE	2015	CHEVROLET	CAPRICE	VIN#2018	NOT IN	OCT202	\$1,000
POLIC	TQ	2014 FORD FUSION	2014	FORD	FUSION	VIN#9173	NOT IN	OCT202	\$2,000
POLIC	TQ	2002 LEXUS ES	2002	LEXUS	ES	VIN#2528	NOT IN	UNK	\$500
POLIC	TQ	1998 FORD MUSTANG	1998	FORD	MUSTAN	VIN#4784	SCRAP	UNK	\$50
POLIC	TQ	2008 MAZDA 3	2008	MAZDA	3	VIN#0558	NOT IN	UNK	\$200
POLIC	TQ	2013 KIA SOUL	2013	KIA	SOUL	VIN#7902	NOT IN	UNK	\$200
POLIC	TQ	2007 WELLS CARGO TOY	2007	WELLS	TOY HLR	VIN#7876	NOT IN	UNK	\$8,000

APPROVED AND ADOPTED by
the City Council of the City of Sulphur,
Louisiana, on this ____ day of
_____, 2025.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this ____ day of _____, 2025, at ____ o’clock ____.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received from the Mayor at ____ o’clock ____ on this _____ day of _____, 2025, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ORDINANCE NO. M-C SERIES

ORDINANCE AMENDING CHAPTER 17, ARTICLE II OF THE CODE OF
ORDINANCES OF THE CITY OF SULPHUR, LOUISIANA – TO PROVIDE
FOR SECTION 39 - REQUIRED SETBACKS OR CLEARANCES.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Chapter 17, Article II of the Code of Ordinances of the City of Sulphur, to provide for Section 39 – Required Setbacks or Clearances to read as follows:

Sec. 17-39. Required Setbacks or Clearances.

- (a) No permanent structure or improvement shall be constructed within five (5) feet of a utility easement (in favor of the city) or within ten (10) feet of a city-owned utility or within any recorded construction easement (in favor of the city), whichever is more restrictive. Structures shall include, but not be limited to, fences, decks, landscaping, accessory buildings, permanently installed recreational or entertainment facilities and other such features which may obstruct access to and maintenance of the utility. City shall have the right to remove any structure or improvement which encroaches within these limits. Cost of restoration or replacement of that structure shall be borne by the property owner. City shall not be liable for damages associated with removing or relocating said structure.
- (b) In the event of a violation of subsection (a), above, notice shall be given to the owner of the lot, place, or area where the violation exists, as shown on the last assessment roll of the city, which notice shall be given by registered mail, addressed in accordance with the tax rolls of the city.
- (c) If no action has been taken by the owner of the property within ten (10) days after notice has been given as shown above provided, or the registered mail is returned to the city with no forwarding address, then the mayor shall employ the necessary labor and proceed to perform the necessary work for the removal of any structure or improvement which violates subsection (a).
- (d) If, after the removal of any structure or improvement, by the city after due notice as above provided, the costs or expense thereof has not been paid within ten (10) days, the tax collector of the city shall furnish the owner, as shown on the last assessment rolls of the city, be registered mail, a written statement showing the cost or expense incurred for the work. If the statement is not paid within one (1) month thereafter, the amount thereof shall be included in and shall form part of the taxes due by the owner of the property, and when collected, shall be credited to the general fund of the city.

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____, 2025.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2025, 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 _____,
2025, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

Resolution amending Resolution No. 2542, M-C Series, Section 8 - Comments by the Council, Mayor and Public on agenda items.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, in regular session convened that:

SECTION 1: Procedure for establishing agenda for regular Council meeting.

The procedure for establishing an agenda for a regular meeting of the City Council of the City of Sulphur, Louisiana, shall be as follows:

- A. **Contact by Interested Persons** – Any interested persons who desire to be heard at any Council meeting on any matters relative to City government shall contact the Clerk of the Council or their respective Councilman during business hours prior to the Monday two (2) weeks before a regular Council meeting.
- B. **Establishment of Proposed Agenda** – On the Monday two (2) weeks prior to any regular Council meeting, the Clerk of the Council shall contact the Mayor and each Council member for the purpose of establishing a proposed agenda for the forthcoming Council meeting. At that time, the Clerk of the Council shall advise the Mayor and each Council member of all hold-over items of business and all items of business received from the public.

No one other than the Mayor or any Council member may place an item on the proposed agenda.

In the interest of time, matters which may be resolved administratively shall not be placed on the agenda to be brought before the Council unless otherwise unresolved.

- C. **Notice as to Proposed Agenda; Objection** – The Clerk of the Council shall deliver a copy of the proposed agenda to the Mayor and to each Council member at least 13 days prior to the Council meeting. If the Mayor or any Council member objects to the placing of any item on the proposed agenda, he shall immediately notify the Clerk of the Council, who shall, personally contact the Mayor and each Council member, advising of the objection to placing the item on the agenda. The item shall be removed from the agenda upon a unanimous decision of the Council; if removed, the person requesting that the item be placed on the agenda shall be notified by the Clerk of the Council. The Clerk of the Council shall then send the proposed agenda to the media.

- D. **Notice as to Finalized Agenda; Provision for Additional Matters** – On the Monday prior to each Council meeting, the Clerk of the Council shall contact the Mayor and each Council member for the purpose of establishing the final agenda. At that time, the Clerk of the Council shall collect any new items that weren't on proposed agenda. If the Mayor or any Council member objects to the placing of any item on the final agenda, he shall immediately notify the Clerk of the Council, who shall personally contact the Mayor and each Council member, advising of the objection to placing the item on the agenda. The item shall be removed from the agenda upon a unanimous decision of the Council; if removed, the person requesting that the item be placed on the agenda shall be notified by the Clerk of Council. The Clerk of the Council shall then send the final agenda to the official journal, no later than the day following the finalization of said agenda, and the Clerk of the Council shall also post of copy of said agenda inside the entrance to City Hall not later than 4:30 o'clock p.m. on the Wednesday prior to the date of the regular meeting. The purpose of the foregoing is to fully inform the Mayor, each Council member and the general public of matters to be considered at that meeting; PROVIDED HOWEVER, that up to the time that the Clerk of the Council sends final agenda to the official journal additional matters may be added to said agenda by a written request to the Clerk of the Council which has the written consent of any three (3) members of the Council members thereon. Notice of these additional matters which have been placed on the agenda shall also be posted inside the entrance to City Hall by the Clerk of the Council, who shall notify the Mayor, each member of the Council, and the official journal, in the most expeditious way possible, of these additional items being placed on the agenda.
- E. **Matters to be heard at Council Meetings** – Only the business stipulated in said agenda, or that's added to said agenda in the manner set forth hereinabove, will be considered at said meeting, except that a matter of business presented by the Mayor or by a Council member may be considered at said meeting after receiving a unanimous vote of the Council in accordance with state law, PROVIDED that said item of business be a routine administrative matter which developed between the time the agenda was submitted for publication and the said meeting.
- F. **Notice to City Attorney** – In order that all items may be checked by the City Attorney as to form and legality so that he may give adequate advice to the Council in connection therewith, the Clerk of the Council shall immediately deliver to the City Attorney the proposed agenda; said Clerk shall also immediately deliver to the City Attorney the finalized agenda as established on the Monday preceding the regular Council meeting, and also any other item which may be subsequently added to said agenda before it has been posted at the front entrance to City Hall as provided in D above.

SECTION 2: Filing of Proposed Resolutions or Ordinances with Clerk of Council.

Any resolution or ordinance which has been prepared and which has been placed on the agenda shall be placed on file with the Clerk of the Council no later than 4:30 o'clock P.M. on the Wednesday preceding the regular Council meeting, upon the request of the Mayor or any Council member.

SECTION 3: Identification of Items

At the time any item, either resolution or ordinance, is placed on the agenda for Council meeting, said item shall be assigned a number and labeled with said number and the date on which said item can be considered by the Council, and shall also bear thereon the name of the sponsor of said item. The Council at its meeting shall consider the items which have been so dated and labeled in the order in which they have been numbered, except for those items moved around at the time of approval of the agenda.

SECTION 4: Time of Regular Meeting

All regular meetings of the Council shall commence at 5:30 o'clock P.M. on the second Monday of the month, or on the following day in the event that the second Monday is a legal holiday, or on such other day as may be established by ordinance of the City Council as the regular meeting date of the Council, or as a Council meeting may be continued by the Council, PROVIDED that any regular meeting may be adjourned from time to time in the event of lengthy sessions.

SECTION 5: Roberts Rules of Order

The rules contained in Roberts Rules of Order shall govern the conduct of all meetings of the Council in all cases to which they are applicable and in which they are not inconsistent with the Sulphur Home Rule Charter, special rules of order the Council may adopt, or State law.

SECTION 6: Special and/or Emergency Meetings

Special and/or emergency meetings of the Council may be called by the Mayor, or by the Chairman (or the Vice-Chairman, in the absence of the Chairman), or by any three (3) Council members. All notices calling a special and/or emergency meeting shall be issued by the Clerk of the Council. Public Notice of any special and/or emergency meeting shall be given by posting of said notice inside the entrance of City Hall; the Clerk of the Council shall also notify the Mayor, each Council member, the City Attorney, and the official journal not later than twenty-four (24) hours before the scheduled meeting. The notice shall

distinctly specify the subject matter (s) of the business to be acted upon. The power of the Council to act at a special and/or emergency meeting shall be limited, under penalty of nullity, to the matter (s) specifically enumerated in the call.

SECTION 7: Order of Business:

The order of business at all regular meetings of the Council shall be as follows:

1. Call to order;
2. Invocation;
3. Pledge of Allegiance;
4. Roll Call;
5. Approval of the minutes of previous meetings;
6. Approval of agenda;
7. Consideration of, and action upon, those items on the agenda;
8. Public to address Council;
9. Adjournment.

The order of business at special and/or emergency meetings of the Council shall be as follows:

1. Call to order;
2. Invocation;
3. Pledge of Allegiance;
4. Roll Call;
5. Consideration of, and action upon, those item(s) stated in the call for the special meeting;
6. Adjournment.

SECTION 8: Comments by the Council, Mayor and Public on agenda items. ~~Recognition to Speak Required; Right to Speak without Interruption.~~

~~No person, other than the Mayor or a Council member, shall be heard on any matter or proposition on the agenda coming before a meeting or public hearing unless invited to speak by the Chairman or presiding officer.~~

In view of the many items to consider and views to be expressed, the Mayor and each member of the Council shall be allowed a brief **reasonable** time for questions or to express his or her views without interruption from the other members.

The City of Sulphur City Council hereby establishes a three (3) minute rule on individual comments on agenda items by the public. This time can be extended by a two-thirds (2/3) vote of the Council. A vote shall be held after proper motion for a specific additional amount of time after request by the individual seeking additional time.

To be entitled to comment on an agenda item, a person must complete a separate Request to Appear form on every item on the agenda which they request to speak, either in Support, in Opposition or Information Only, which includes the information shown on the exhibit attached hereto and present it to the Clerk of the Council, prior to the start of the meeting, or at the latest, before the item is called for discussion. The public may comment on any agenda item.

If any group of proponents or opponents chooses to appoint an individual to speak on their behalf, they may sign the Request to Appear form, indicating the individual authorized to speak on their behalf. Any speaker representing a group of individuals shall be limited to the time assigned to them, not to exceed twelve (12) minutes with five (5) minutes for rebuttal.

Any questions and answers involving the Council Members and the speaker shall be made in addition to the time allotted herein. The City Attorney shall time all the public comments and exclude the time of questions from the Council Members and answers to same from the speaker. In the City Attorney's absence, the President of the City Council shall designate another timekeeper.

This rule shall apply to any and all meetings.

In accordance with the Home Rule Charter, Section 2-07(E) – The Council shall allow any citizens, wishing to be heard on any matter related to city government prior to the conclusion of the regular council meeting according to the procedures and time limitations set forth herein, including, but not limited to, the requirement to complete a Request to Appear. ~~or their representative, to express views or raise questions concerning items on the stated agenda before action is taken on the items. This right is subject to limitation in the discretion of the Chairman or presiding officer if discussion becomes repetitive, irrelevant to the issue, hostile or otherwise inappropriate any citizen~~

SECTION 9: Terms of Chairman and Vice-Chairman

The Chairman and Vice-Chairman of the City Council shall be elected by the members of the City Council at their regular City Council meeting in May of each year to serve for a term of one (1) year.

SECTION 10: Effective Date of Resolution.

These rules and regulations shall be applicable on the date of adoption.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2025.

JOY ABSHIRE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

Resolution awarding low bid received for annual supply of pipes and fittings, limestone & asphalt and chemicals for the City of Sulphur.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that bids for annual supply of pipes and fittings, limestone & asphalt and chemicals for the City of Sulphur were opened and read aloud in a public session on Tuesday, December 2, 2025, at 11:00 a.m. and the bids are as follows:

CHEMICALS

Bid Tabulation - Annual Supply of Chemicals 2026						
Item		Quantity /Unit	Company		Unit Cost	Exten sion
Cairox Free Flowing Potassium		18 Drums 330 LB*	PVS DX Inc		no bid	no bid
			Hawkins Inc		\$7.4612 /lb	\$44,319 .53
			Univar Solutions		\$4.81/l b	\$1,587. 30
			Shannon Chemical		\$4.37/l b	\$26,012 .08
WINNER:	Haw kins					
Chlorine		72 Tons 1 Ton Cylinder	PVS DX Inc		1.1445	\$2,289. 00
			Hawkins Inc		no bid	no bid
			Univar Solutions		no bid	no bid
WINNER:	PVS DX					
Zinc Orthophosph ate		75,000 Pounds	PVS DX Inc		no bid	no bid
			Hawkins Inc		\$0.78/l b	\$58,500 .00

*Has Louisiana preference

*Has Louisiana preference

				Univar Solutions		no bid	no bid
				Shannon Chemical		\$0.763/ lb	\$57,225 .00
WINNER:	Haw kins						
Hydrofluorsil ic Acid		10,000 Pounds		PVS DX Inc		no bid	no bid
				Hawkins Inc		\$0.67/l b	\$6,700. 00
				Univar Solutions		\$0.6700 /lb	\$6,700. 00
				Shannon Chemical		no bid	no bid
WINNER:	Haw kins						

*Has Louisiana
preference

LIMESTONE & ASPHALT

NO BIDS WERE RECEIVED – WILL RE-ADVERTISE

PIPES AND FITTINGS

Bid Tabulation - Annual Supply of Pipes and Fittings 2026					
Section		Company		Section Total	
I - PVC SCH 40 FITTINGS		Lafayette Winwater		\$2,878.61	*did not bid on all items
		Coburn Supply		\$1,128.13	
		Ferguson Enterprises		\$1,207.94	
II - BRASS ADAPTERS		Lafayette Winwater		\$772.16	
		Coburn Supply		\$620.84	
		Ferguson Enterprises		\$579.44	
III - BRASS CORP CURB STOPS CHECK VALVES		Lafayette Winwater		\$3,476.61	*did not bid on all items
		Coburn Supply		\$2,683.17	
		Ferguson Enterprises		\$2,375.15	
IV - METER BOXES		Lafayette Winwater		\$1,827.95	*did not bid on all items
		Coburn Supply		\$2,746.48	*did not bid on all items
		Ferguson Enterprises		\$2,528.68	
V - CLAMPS		Lafayette Winwater		\$888.45	*did not bid on all items
		Coburn Supply		\$849.32	
		Ferguson Enterprises		\$761.75	
VI - REDI		Lafayette Winwater		\$6,013.99	*did not bid on all items

		Coburn Supply	\$8,587.73	*did not bid on all items
		Ferguson Enterprises	\$13,552.23	
VII - RUBBER COUPLINGS		Lafayette Winwater	\$392.38	*did not bid on all items
		Coburn Supply	\$1,623.99	
		Ferguson Enterprises	\$1,471.75	
VIII - FIRE HYDRANTS		Lafayette Winwater	\$14,941.17	
		Coburn Supply	\$10,369.12	*did not bid on all items
		Ferguson Enterprises	\$12,237.00	
IX - WATER METERS		Lafayette Winwater	NO BID	
		Coburn Supply	NO BID	
		Ferguson Enterprises	NO BID	
X - PVC PIPE		Lafayette Winwater	\$3,831.22	
		Coburn Supply	\$69.43	*did not bid on all items
		Ferguson Enterprises	\$105.46	
XI - SADDLES		Lafayette Winwater	\$1,827.53	*did not bid on all items
		Coburn Supply	\$1,424.61	*did not bid on all items
		Ferguson Enterprises	\$3,545.92	
XII - WRENCHES		Lafayette Winwater	NO BID	
		Coburn Supply	NO BID	
		Ferguson Enterprises	\$1,938.05	

XIII - PAINTS		Lafayette Winwater		\$14.94	
		Coburn Supply		NO BID	
		Ferguson Enterprises		\$9.50	
Total Delivered Price		Lafayette Winwater		\$36,865.01	
		Coburn Supply		\$30,102.82	
		Ferguson Enterprises		\$40,312.87	

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____, 2025.

JOY ABSHIRE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

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

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

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

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

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

SECTION 1. Approve the appointment of the Mayor of the City of Sulphur to serve as Director of the Authority for a term of two (2) years from the date hereof.

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

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

YEAS:

NAYS:

ABSENT:

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____, 2025.

JOY ABSHIRE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

Resolution setting meeting dates for the Sulphur City Council, Land Use Commission and Board of Zoning Adjustment for 2026.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby set the following meeting dates for the Sulphur City Council, Land Use Commission and Board of Zoning Adjustment for 2026 as follows:

City Council

Land Use & Board of Zoning Adjustment

Monday, January 12	Tuesday, January 20
Monday, February 9	Wednesday, February 18
Monday, March 9	Monday, March 16
Monday, April 13	Monday, April 20
Monday, May 11	Monday, May 18
Monday, June 8	Monday, June 15
Monday, July 13	Monday, July 20
Monday, August 10	Monday, August 17
Monday, September 14	Monday, September 21
Tuesday, October 13	Monday, October 19
Monday, November 9	Monday, November 16
Monday, December 14	Monday, December 21

BE IT FURTHER RESOLVED that meetings will be held at the temporary location at 501 Willow Avenue, Sulphur, Louisiana 70663. All regular meetings are held at 5:30 p.m.

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this _____, day of
_____, 2025.

JOY ABSHIRE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

Resolution authorizing Jennifer Thorn, Director of Finance, to sign on behalf of the City of Sulphur to reject Uninsured/Underinsured Motorist Bodily Injury Coverage.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby reject Uninsured/Underinsured Motorist Bodily Injury Coverage from the Automobile policy and authorize Jennifer Thorn to sign on behalf of the City of Sulphur to reject Uninsured/Underinsured Motorist Bodily Injury Coverage from the Automobile policy.

APPROVED AND ADOPTED by
the City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____, 2025.

JOY ABSHIRE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk