

**AGENDA**  
**SPECIAL CITY COUNCIL MEETING**  
**TUESDAY, OCTOBER 1, 2024, AT 5:30 P.M.**

THERE WILL BE A SPECIAL MEETING OF THE SULPHUR CITY COUNCIL, **TUESDAY, OCTOBER 1, 2024, AT 5:30 P.M.** IN THE COUNCIL CHAMBERS LOCATED AT 1551 EAST NAPOLEON STREET, SULPHUR, LOUISIANA, TO ADOPT THE FOLLOWING:

CALL TO ORDER  
INVOCATION  
PLEDGE OF ALLEGIANCE  
ROLL CALL

1. PUBLIC HEARING on ordinance authorizing Mayor Mike Danahay to execute a lease agreement between the City of Sulphur and BAB Rentals, LLC, 501 Willow Avenue, for temporary facilities for City Court and Marshal's office.  
ORD79-24 (Mayor Danahay)
  
2. PUBLIC HEARING on ordinance amending and re-adopting the General Fund Budget for Fiscal Year ending June 30, 2023-2024 to reflect a \$3 million decrease in Intergovernmental Revenue due to over budgeting FEMA reimbursements in 2023-2024. ORD80-24 (Mayor Danahay)

**ADJOURNMENT**

\*\*\*The next regular City Council meeting will be held on Tuesday, October 15, 2024 at 5:30 p.m. in the Council Chambers located at 1551 East Napoleon Street, Sulphur, Louisiana.

In accordance with the Americans with Disabilities Act, if you need special assistance to attend this meeting, please contact Arlene Blanchard at 527-4500, describing the assistance that is necessary.

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

ORDINANCE AUTHORIZING MAYOR MIKE DANAHAAY TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY OF SULPHUR AND BAB RENTALS, LLC, 501 WILLOW STREET, FOR TEMPORARY FACILITIES FOR CITY COURT AND MARSHAL'S OFFICE.

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

WHEREAS, the City of Sulphur desires to lease property from BAB Rentals, LLC, for property located at 501 Willow Street, in the amount of \$20,000.00 per month (base rent) for temporary facilities for City Court and Marshal's office for the following described property:

COM SW COR E CHERRY AND WILLOW AVE S 89 DEG 35 ½ MIN W  
236.1 FT S 32 DEG 41 MIN E 313.3 FT N 84 DEG 31 1/2 MIN E 67.2 FT N NO  
DEG 01 MIN E 259 FT TO COM

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 execute a lease agreement between the City of Sulphur and BAB Rentals, LLC for property located at 501 Willow Street, for temporary facilities for City Court and Marshal's office.

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

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

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

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

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

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

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

**COMMERCIAL LEASE AGREEMENT**

STATE OF LOUISIANA  
PARISH OF CALCASIEU

**BAB RENTALS, LLC**, as Landlord, hereby leases and rents unto: **CITY OF SULPHUR** as Tenant, a certain commercial building space identified as Approximately **6,400 +/- Sq. ft.** (the “Leased Premises”), commercial building “exhibit A” located at **501 Willow Avenue Sulphur, LA 70663**, on the following terms and conditions:

**1. BASE RENT:** Tenant shall pay **\$20,000.00** per month for base rent with Net Fee’s. Rent shall be made payable to **BAB RENTALS, LLC**. Rent should be made through ACH transfer to Landlord’s bank account or mailed to **1235 E Napoleon St, Sulphur, LA 70663**.

NET FEE’S	Year 1-2	Option Years total of 3
BASE RENT	\$20,000.00	\$20,000.00
TAX’S	\$205.83 (CURRENT ESTIMATE)	\$205.83 (CURRENT ESTIMATE)
INSURANCE	\$650.00 (ESTIMATE)	\$650.00 (ESTIMATE)
CAM	\$0.00	\$0.00
<b>Total Monthly Rent</b>	<b>\$20,855.83</b>	<b>\$20,855.83</b>

\*NET shall be updated January 1<sup>st</sup> each year with the latest property tax and insurance premiums. Listed NET above reflects latest NET available.

**NOTE:** Rent shall be due on the first day of each month. All rent more than ten (10) days in arrears shall bear interest at the rate of fifteen percent (15%) per annum from the first day of the month, or the due date, until paid. Any payment of interest shall also include the rent due.

**2. TERM:** This Lease shall be for a primary term of **2 YEARS**, beginning on **November 1, 2024, and or starting at the end of construction, with a certificate of occupancy**, and ending at midnight **October 31, 2026**. With and option for 3 - 1 year renewal. If not renewed by the end date October 31, 2024, then this lease will automatically renew for another full year, unless agreed upon another term in writing. The Start date is an estimated date only and is subject to change, this lease is 100% valid and is contingent upon the purchase of 501 Willow Avenue Sulphur, LA 70663. Upon the purchase of 501 Willow Avenue Sulphur, LA 70663, this lease will become effective and rent to start on commencement date of this lease, or at the completion of construction certified with a certificate of occupancy.

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Initials: \_\_\_\_\_                      \_\_\_\_\_  
Tenant    Landlord

3. **KIND OF BUSINESS:** The premises herein leased shall be used for a general office and/or retail and for no other purpose without Landlord's written consent. Tenant shall occupy the premises throughout the full term of the Lease and the principal business to be conducted at this address is **Court Room/Judicial Services**. Tenant shall not use any portion of the Leased Premises for any purpose that is unlawful or in violation of any zoning ordinances or any other laws nor for any purpose that tends to injure or depreciate the property or create a nuisance or interfere with, annoy or disturb any other tenant at the Building. Nothing shall be placed or done on the premises by Tenant which shall cause forfeiture of any insurance. Any violation of this provision shall permit the Landlord at its option to immediately cancel this Lease upon written notice to Tenant.

4. **ALTERATIONS:** Tenant shall make no alterations or additions to the premises without written permission of Landlord. Should any addition or alteration made by Tenant cause any increase in the insurance rate on the premises, Tenant shall pay such increase in addition to the agreed monthly rental amount. Any such additions or changes made to the premises by Tenant shall become the property of Landlord, at the termination of this Lease, without any right of reimbursement therefor. Tenant shall promptly remove any items belonging to Tenant and repair or replace in a like condition the Leased Premises on or before the expiration of this Lease, or any extension or renewal thereof. Any alterations or additions made by Tenant to the leased premises shall be performed in a good and workmanlike manner, in compliance with all governmental requirements and permits, and without interference with the other tenants or the transaction of business in the Building. Tenant and its contractors shall secure sufficient builder's risk, liability and workers compensation insurance, naming Landlord as an additional insured and provide proper evidence of such insurance coverage to Landlord prior to commencement of any work. Tenant shall defend, indemnify and hold Landlord harmless from all claims, liabilities, obligations and expenses, including attorney fees, arising from or in any way connected with such work. Tenant shall only use a licensed and bonded contractor for any such work; Tenant warrants that the contractor and all subcontractors, laborers and suppliers shall be paid in a timely manner; and Tenant hereby indemnifies Landlord (including attorney fees) against liens for any work performed, material furnished or obligations incurred by or on behalf of Tenant. Tenant shall keep the premises and the Building free from any such liens, and Tenant shall discharge or bond any lien filed within ten (10) days after notice of the filing thereof. Tenant agrees specifically that no food, soft drink, or other dispenser or facility will be installed within the Premises without prior written consent of Landlord.

5. **SECURITY DEPOSIT:** On the date of execution of this Lease by Tenant, there shall be due and payable by Tenant a security deposit in the amount of \$5,000.00 to be held for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the deposit shall not be considered at any time an advance payment of rental, last month's rent, a measure of Landlord's damage in case of default by Tenant or breach by Tenant of Tenant's covenants under this Lease. Upon the occurrence of any event of default by Tenant, Landlord at its option may use such deposit to the extent necessary to apply toward any arrears of rent, or to apply toward any other damage, injury or expense caused to Landlord by such event of default. Landlord shall have the right to retain and expend such deposit toward the cost of cleaning and repairing the premises if Tenant shall fail to deliver up such premises at the termination of this Lease in good and clean condition, ordinary wear and tear excepted. Tenant shall make actual delivery of the keys to Landlord. Failure to make delivery shall result in a re-key charge of all locks located on the Leased Premises. Landlord shall refund any remaining portion of the Security Deposit to Tenant, along with an accounting of all portions of the Security Deposit expended by Landlord, within 30 calendar days termination of the Lease.

6. **CONDITION AND UPKEEP OF PREMISES:** Should Tenant be in default of the requirements of this provision, Landlord may, after written notice to Tenant, remedy such default at Tenant's expense, and such expense shall be treated as additional rental due under this Lease by Tenant.

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Initials: \_\_\_\_\_  
Tenant

\_\_\_\_\_  
Landlord



condition of the Leased Premises, or (b) any use, business or operation conducted thereupon by Tenant, or any of Tenant's agents, servants, employees or invitees or otherwise related in any way to Tenant's use or occupancy of the leased Premises. This obligation of indemnify and defense shall extend to and encompass any and all suits, claims, demands, actions and causes of action of whatever kind or character whatsoever, including, but not limited to, claims or suits alleging the fault, negligence or liability of Landlord, and its Management Company, either solely, or in conjunction with others. Provided, however this Indemnity provision shall not apply to any conditions which existed prior to commencement of the Lease, or to any matter for which the Landlord has a non-waivable obligation under Louisiana law.

To the extent allowed by law, Tenant expressly acknowledges and agrees that Landlord, and its Management Company, shall not be responsible for any vices or defects in the Leased Premises of which Lessor did not have knowledge, or the consequences thereof, and Tenant hereby expressly assumes sole and exclusive responsibility and liability for any vices, defects or ruin of the Leased Premises, or any portion or part thereof, and agrees to defend, indemnify and hold harmless the Landlord, and its Management Company, from any and all claims, actions and causes of action arising out of any vice, defect, ruin or other alleged deficiency or inadequacy of the Leased Premises, or any portion thereof, whether known or unknown by Landlord, and its Management Company, and whether presently existing or arising in the future. It is the Tenant's intention to forfeit and waive any and all guarantees and warranties of the Landlord, and its Management Company, concerning the condition of the leased premises provided by LSA-C.C. art. 2695 and to fully assume responsibility for the condition of the leased premises in accordance with LRS 9:3221.

The Tenant's obligations under this paragraph and Paragraph 27 shall be included with the insurance coverage required to be carried by Tenant under the "Insurance" paragraph herein.

**11. UTILITIES:** It is understood that the utility charges for the leased premises shall be individually metered (unless otherwise indicated) in the suite occupied and invoices will be paid by the following:

Electricity:	<u>  X  </u> Tenant	<u>      </u> Landlord
Water:	<u>  X  </u> Tenant	<u>      </u> Landlord
Sewer:	<u>  X  </u> Tenant	<u>      </u> Landlord
Garbage:	<u>  X  </u> Tenant	<u>      </u> Landlord
Special Fee:	<u>      </u> Tenant	<u>      </u> Landlord
Other:	<u>      </u> Tenant	<u>      </u> Landlord
Janitorial:	<u>  X  </u> Tenant	<u>      </u> Landlord

**12. DEFAULT BY TENANT:** Should Tenant at any time violate any of the conditions or covenants of this Lease, or discontinue the use of the premises for the purpose for which they are rented, or fail to pay the rent punctually at maturity, as stipulated herein; or upon the adjudication of Tenant in bankruptcy, the appointment of a receiver for Tenant, or the filing of bankruptcy, receivership or respite petition by or for Tenant; or upon Tenant's suspension, failure or insolvency; should Tenant abandon the premises, or should Tenant remove a substantial part or all of the movable property from the premises out of the normal course of business to the detriment of Landlord's lien; and should any such violation continue for a period of five (5) days after written notice has been given Tenant, then, at the option of Landlord, the rent for the whole unexpired term of this Lease shall at once mature and become immediately due and payable; and Landlord shall have the further option to at once demand the entire rent for the whole term, or to immediately cancel this Lease, or to proceed for past due installments only, reserving Landlord's rights to later proceed for the remaining installments, all without putting Tenant in default, Tenant to remain responsible for all damages or losses suffered by Landlord, Tenant hereby assenting thereto and expressly waiving any legal notices to vacate the premises.

Subject to the limits, rights and obligations imposed by the Attorney-Client Privilege under Louisiana Law, the Landlord shall also have the right to re-enter the premises and to re-rent the premises at the best obtainable price, and Tenant shall

Initials: \_\_\_\_\_  
                        Tenant                        Landlord

remain liable to Landlord for any difference in the rent price in the event the re-renting is for a lesser rental. Tenant shall also be responsible to Landlord for any expenses, commissions or fees in connection with such re-renting. Exercise of this right of re-entry and privilege to re-let shall not in any way prejudice Landlord's right to hold Tenant liable for any amount due under this Lease in excess of the amount for which the property is re-let. In addition, if Tenant fails or refuses to permit Landlord to re-enter the premises, Landlord shall have the right to eject Tenant in accordance with the provisions of Louisiana Code of Civil Procedure, Articles 4701-4735, without forfeiting any of Landlord's rights under this paragraph or under the other terms of this Lease and Landlord may at the same time or subsequently sue for any money due or to enforce any other rights which Landlord may have. All rights and remedies of Landlord under this Lease shall be cumulative, and none shall exclude any other rights or remedies allowed by law.

**13. TAXES, INSURANCE and MANAGEMENT:** Tenant agrees to pay, before they become delinquent, all taxes (both general and special), landlords property insurance, assessments or governmental charges lawfully levied or assessed against the above described premises or any part thereof, throughout the term of this lease. Real property taxes assessed against the lien and building, of any casualty and hazard insurance premiums charged for such insurance affecting the building of which the leased premises forms a part, and of management costs in connection with managing the development is to be paid by the tenant.

**14. ATTORNEY'S FEES AND EXPENSES:** All obligations of Tenant are joint, several and in solido, and in case an attorney is employed to protect any rights of Landlord hereunder, Tenant shall pay reasonable attorney's fees, which shall not be less than twenty-five (25%) percent of any sums which may be due by Tenant to Landlord, but in the event no money amount is due, then said attorney's fees shall not be less than \$500.00.

Tenant hereby accepts, subject to the limits, rights and obligations imposed by the Attorney-Client Privilege under Louisiana Law, that Landlord shall have the rights provided for protection of interests under Louisiana law, and in addition shall have a possessory lien on all goods, equipment and other property of Tenant located upon the premises for payment of all rental and other sums due by Tenant to Landlord by reason of this Lease. The foregoing provisions are without prejudice to any remedy which might otherwise be used under the laws of Louisiana for arrears of rent or breaches of contract, or to any lien to which Landlord may be entitled.

Landlord's failure to strictly and promptly enforce these conditions shall not operate as a waiver of Landlord's right, Landlord hereby expressly reserving the right to always enforce prompt payment of rent, or to cancel this Lease regardless of any indulgences or extensions previously granted.

**15. LANDLORD NOT LIABLE:** Landlord shall not be liable or responsible to Tenant, its employees, invitees, licensees, permittees or other for any loss of any kind, damage or inconvenience to any property or person occasioned by theft, fire, act of God, public enemy, fuel, insurrection, vandalism, sabotage, war, court order, requisition, or order of Government body or authority unless attributable to Landlord's negligence or fault; or for any loss, damage or inconvenience which may arise through repair or alteration of any part of the Leased Premises, failure to make any such repairs, malfunction or failure of any equipment or component, or interruption of services to the Leased Premises, provided that Landlord is acting in a prompt and diligent manner to remedy all such deficiencies.

**16. CONDEMNATION:** Landlord and Tenant mutually covenant and agree that if the whole or any part of the Premises shall be taken by Federal, State, Parish, City, or other authority for public use, or under any statute or by right of eminent domain or expropriation, Tenant shall be entitled to seek an award of damages for such for such taking as are provided for by law for Tenants, such as but not limited to loss or damages to Tenant leasehold improvements and loss of leasehold advantage.. In the event of partial taking, rent shall be reduced as of the date of such taking by a percentage equal to the percentage obtained by reletting the space taken to the total space leased hereby, and if such taking renders the remainder of the Premises untenable for Tenant's purposes, Tenant shall have the option, to be exercised by notice in

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Initials: \_\_\_\_\_  
                    Tenant    Landlord

writing to Landlord within sixty (60) days after said taking, of terminating this Lease. Such termination shall take place no later than thirty (30) days after receipt of such notice by Landlord. Landlord shall notify Tenant in writing within ten (10) days of the receipt of official communication relating to the possibility of a condemnation proceeding or an official notice of commencement of condemnation proceedings.

17. **SIGNS:** Tenant shall not be permitted to post any signs on the leased premises, without the prior written consent of Landlord. Upon approval, signage on building shall be a maximum of fifty inches (50") high and shall not occupy more than 70% of sign surface area above Tenant's leased premises. Sign shall be designed with channel letters and mounted on a raceway, which is mounted to the building. Upon termination of this Lease, Tenant shall remove any sign, advertisement or notice painted on or affixed to the leased premises and restore the place it occupied to the condition in which it existed as of the date of this Lease. Upon Tenant's failure to do so, Landlord may do so at Tenant's expense.

18. **HOLDOVER:** At the expiration of this Lease, or at its termination for any other cause, Tenant shall immediately surrender possession. Tenant shall pay a liquidated damages five (5) times the rent per day for each day of its failure to do so, plus reasonable attorney's fees and all costs. Only a new signed lease or extension agreement shall deprive Landlord of the choice of action.

19. **INSURANCE:** It is agreed that the Landlord shall be under no obligation to maintain insurance of any kind or amount on the property of Tenant or for any property or personal injury liability for Tenant. For the mutual protection of Landlord and Tenant, Tenant at its sole expense agrees to carry and maintain general public liability insurance and to furnish Landlord a certificate of insurance issued by an admitted company authorized to do business in the State of Louisiana in the minimum coverage amounts of \$500,000 each person, \$1,000,000 each occurrence and \$500,000 property damage insuring against liability on the then prevailing Louisiana Standard Owner's Landlords and Tenants policy forms against liability occurring in, on or around the premises with appropriate additional insured clauses in favor of Landlord as its interests may appear. Tenant shall furnish the certificate of insurance to Landlord upon execution of this Lease and each renewal period thereafter. Tenant shall further be responsible for securing its own contents insurance coverage and Landlord shall have no liability whatsoever for any damage to Tenant's contents ("Contents" shall include any and all Tenant property including without limitation, furniture, fixtures, equipment and inventory).

Tenant shall put nothing in the leased premises nor do anything which would forfeit the Landlord's insurance or increase the rate charged for such insurance. Should any action be taken by Tenant which results in an increase in the rate of the premiums charged, then Tenant shall pay the additional premiums caused by the increase rate. If the Tenant's occupancy or business prevents Landlord from securing proper insurance, then Tenant hereby grants to Landlord the option of either: a) requiring the immediate termination of such use; or b) considering such use a default entitling Landlord to all rights set forth previously. In addition, Tenant shall at Tenant's expense, maintain a worker's compensation policy in the minimum coverage necessary to meet the requirements of the Louisiana Worker's Compensation Act.

20. **SUBORDINATION:** This Lease is subject and subordinate to any mortgages or other encumbrance which now or hereafter encumber or affect the Building and/or the land on which the Building is situated, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination need be required by a mortgagee or Landlord. In confirmation of such subordination, however, Tenant shall, at Landlord's request, promptly execute any appropriate certificate or instrument that Landlord may request. In the event of the enforcement by the holder of any such instrument of the remedies provided for by law or by such mortgage or other encumbrance, Tenant will, upon request of any other person or party succeeding to the interest of Landlord as a result of such enforcement, automatically become the Tenant of such successor in interest without change in the terms or other provisions of this Lease. Upon request by such successor in interest, Tenant shall execute and deliver an instrument or instruments confirming the attornment herein provided for.

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Initials: \_\_\_\_\_  
 Tenant                                      Landlord



21. **RECORDATION:** This Lease shall not be placed of record. However, at the request of either party, the other shall enter into a "Notice of Lease" for purposes of recordation, which notice shall fairly reflect the nature and term of this Lease, the property affected and options to extend, but without designating the rent payments.
22. **ASSIGNMENT:** Landlord shall have the right to transfer, sell, and or assign, in whole or in part, all of Landlord's rights and obligations hereunder, as well as the building and property referred to herein, and in such event the transferor or assignor shall have no further liability or obligation hereunder. In the event that this property is transferred, sold, and or assigned by the Landlord, then all further liability and or obligation's shall be borne on the new Landlord. Nothing contained in this paragraph shall limit or prevent any assignment by the Landlord of this Lease or the revenue derived therefrom to any lender. The Tenant shall not have the right to transfer and/or assign, in whole or in any part, this Lease or any of its rights and obligations under the Lease.
23. **PROPERTY ABANDONED:** All property remaining in the Premises upon termination shall be considered to have been abandoned by Tenant and Landlord may dispose of it in any manner Landlord wishes. Tenant will reimburse Landlord for all costs incurred for disposal together with all costs for repairs required because of removal of all or any such abandoned property.
24. **WAIVER OF SUBROGATION AND LIABILITY:** Anything in this Lease to the contrary notwithstanding, to the extent that a Waiver of Subrogation Clause is obtainable under their respective insurance policies, Landlord and Tenant hereby waive any and all rights to recovery, claims, actions or causes of action, against each other, their respective agents, officers, or employees, for any loss or damage that may occur to the Premises, or which the Premises are a part, or any improvements thereto, or any other cause which could be insured against under extended coverage insurance policies, regardless of cause or origin.
25. **COMPLIANCE WITH LAWS:** Landlord warrants that the building and leased premises comply with all laws, rules, regulations, requirements and recommendations of all parish, municipal, state, federal and other applicable governmental authorities in force as of the effective date of the Lease, including, without limitation, the Americans with Disabilities Act of 1990 ("ADA"). Tenant shall comply at its sole costs and expense with said laws as they relate to the Premises and the conduct of Tenant's business therein. To the extent required by the ADA, Tenant at its sole expense, shall place appropriate signage (with respect to the Premises) on the interior of the Premises, and with Landlord's prior written consent, on the exterior of the Premises. Tenant agrees to indemnify Landlord for all damages, losses, fines and expenses, including reasonable attorney's fees, incurred by Landlord as a result of Tenant's failure to comply with any provision of this paragraph.
26. **NUISANCE:** Tenant agrees to conduct its business and control its agents, employees, invitees and visitors in such manner as not to create any nuisance, or interfere with, annoy or disturb any other Tenant or Landlord in the operation of the Shopping Center. Tenant shall not obstruct or use the sidewalks, entries, parking areas, covered walkways or stairways of the Building for any other purpose than ingress and egress to and from the Premises, or throw or sweep or put anything out of the windows or doors, or in the passages or corridors of the Building. If any such breach of this provision is called to Tenant's notice in writing, Tenant shall correct same at once or this Lease may be terminated by Landlord, at Landlord's option.
27. **CONFLICTS:** If there is any conflict between the printed portions and the typewritten or handwritten portions, the typewritten or handwritten portion shall prevail. Any addenda hereto shall prevail over any conflicting provision in the Lease.
28. **PARTIAL INVALIDITY:** If any provision of this Lease or application thereof to any person or circumstance shall, to any extent, be invalid, the remainder of this Lease or the application of such provision to persons or circumstances

Initials: \_\_\_\_\_  
 Tenant Tenant Landlord

other than those to which it is held invalid shall not be effected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

**29. BINDING EFFECT:** This Lease, and each and every term and provision hereof, shall be for the benefit of and be binding upon the parties hereto, and each of them, and their respective heirs, successors, executors, administrators and assigns.

**30. INTERPRETATION:** Any ambiguity in the provisions of this Lease shall be interpreted without regard to which party prepared this Lease.

**31. ADDITIONAL PROVISIONS OF LEASE:** All terms and conditions of this Lease are included herein and no prior verbal agreements are to be considered as a part of this transaction. This Lease may not be altered, changed or amended, except by an instrument in writing signed by both parties hereto.

**32. GOVERNING LAW:** This Lease is to take effect in Louisiana and is to be governed and controlled by the laws of Louisiana.

**33. SOLIDARY OBLIGATION OF GUARANTOR AND TENANT:** \_\_\_\_\_  
("Guarantors") personally guarantees all of Tenant's obligations and covenants under this Lease during the primary term and all extensions and renewals thereof. Guarantor shall be bound "in solido" with Tenant for the full and faithful performance of all obligations and covenants of Tenant under this Lease.

**34. SURVIVAL OF RENT:** The covenant to pay any rent or additional rent shall survive that termination of this Lease.

**35. SOLIDARY OBLIGATION:** In the event that there be more than one person named as Tenant herein, each Tenant binds himself, jointly, severally and in solido, with all the others for the payment of the rent, and the performance of all of the covenants, agreements, stipulations and conditions herein contained, in accordance with the terms hereof.

**36. GRANT OF SECURITY INTEREST:** For valuable consideration, but subject to the limits, rights and obligations imposed by the Attorney-Client Privilege under Louisiana Law, Tenant hereby pledges to Landlord and grants to Landlord a continuing security interest in the following collateral together with all replacements and substitutions therefore and the income and proceeds thereof (collectively the "Collateral"):

All of Tenant's furnishings, fixtures, equipment, inventory, cash on hand, improvements and property of any description located within the leased premises, to secure the prompt payment, when due, of all types of indebtedness, liabilities and obligations of Tenant to Landlord of every kind and description, direct or indirect, absolute or contingent, joint or several, pursuant to this Lease (collectively the "Obligations").

Tenant shall be fully responsible for any losses Landlord may suffer as a result of anyone other than Landlord asserting any rights or interest in or to the Collateral. Tenant agrees to appear in and to defend all actions or proceedings purported to affect Landlord's security interests in any of the Collateral subject to this section and any of the rights and powers granted Landlord hereunder. In the event that Tenant fails to do what is required of it under this section, or if any action or proceeding is commenced naming Landlord as a party or affecting Landlord's security interests or the rights and powers granted under this section, then Landlord may, without releasing Tenant from any of the Obligations under this section, do whatever Landlord believes to be necessary and proper within its sole discretion to protect the security of this section, including without limitation, making additional advances on Tenant's behalf as provided herein.

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Initials: \_\_\_\_\_

Tenant

\_\_\_\_\_  
Landlord

Tenant agrees to indemnify, to defend and to save and hold Landlord harmless from any and all claims, suits, obligations, damages, losses, costs, expenses (including, without limitation, Landlord's attorney's fees), demands, liabilities, penalties, fines and forfeitures of any nature whatsoever which may be asserted against or incurred by Landlord arising out of or in any manner occasioned by this section and the exercise of the rights and remedies granted Landlord hereunder. The foregoing indemnity provisions shall survive the cancellation of this Lease as to all matters arising or accruing prior to such cancellation, and the foregoing indemnity shall survive in the event that the Lender elects to exercise any of the remedies as provided under this section following default hereunder.

Tenant agrees to execute all additional documents, instruments and agreements in form and substance satisfactory to Landlord, to keep the provisions of this section in effect, to better reflect the true intent of this section and to consummate fully all of the transactions contemplated hereby and by any other agreement, instrument or document heretofore, now or at any time or times hereafter executed by Tenant and delivered to Landlord.

**37. ADDITIONAL ITEMS:** 1. Tenant to pay all exterior parking construction cost, that includes the parking lot, handicap parking, the removal of poles, soil, rocks, any hard surface, architectural drawings, and permitting. 2. Drawings of new layout will be provided by landlord without architectural stamp. If this is needed to be provided from an individual Architect then the additional cost will be paid for by Tenant.

**38. NOTICES:** Any notice required, permitted or desired to be given hereunder shall be in writing and may be served via U.S. certified mail return receipt, hand delivery, overnight courier or facsimile transmittal with telephone confirmation, addressed to Landlord and Tenant respectively at the addresses set forth below, as well as notice to the Tenant at the address of the Premises (if different from the address stated below) or by email with return receipt. Such notices shall be deemed served when received or five (5) business days after placing in the United States mail, postage prepaid, by certified mail return receipt requested. The addresses of the parties are:

<b>LANDLORD:</b>	<b><u>BAB RENTALS, LLC</u></b> Attn: <b><u>JUSTIN BABINEAUX 337-540-4041</u></b> <b><u>1235 E Napoleon ST</u></b> <b><u>Sulphur, LA 70663</u></b>
<hr/>	
<b>TENANT:</b>	<b><u>CITY OF SULPHUR</u></b> <b><u>TAX ID #</u></b> Attn: _____ <b><u>101 N HUNTINGTON ST</u></b> <b><u>SULPHUR, LA 70663</u></b>
<hr/>	

**THUS DONE AND PASSED** by Landlord, in multiple originals, on the \_\_\_\_ day of \_\_\_\_\_, 2024, in the presence of the undersigned competent witnesses, after due reading of the whole.

9

Initials: \_\_\_\_\_  
            
 Tenant    Landlord

WITNESSES

LANDLORD

**BAB Rentals, LLC**

\_\_\_\_\_

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

**Justin Babineaux / Managing Member**

\_\_\_\_\_

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

**THUS DONE AND PASSED** by Tenant, in multiple originals, on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, in the presence of the undersigned competent witnesses, after due reading of the whole.

WITNESSES

TENANT  
CITY OF SULPHUR

\_\_\_\_\_

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

Print: \_\_\_\_\_

**MEMBER**

\_\_\_\_\_

Date: \_\_\_\_\_, 2024

Print: \_\_\_\_\_

10

Initials: \_\_\_\_\_

Tenant

\_\_\_\_\_

Landlord



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

AN ORDINANCE AMENDING AND RE-ADOPTING THE GENERAL FUND BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2023-2024 TO REFLECT A \$3 MILLION DECREASE IN INTERGOVERNMENTAL REVENUE DUE TO OVER BUDGETING FEMA REIMBURSEMENTS IN 2023-2024..

BE IT ORDAINED by the City of Sulphur, Louisiana, through its governing body, the City Council of the City of Sulphur, Louisiana, as follows:

SECTION 1. That the General Fund Budget of the City of Sulphur, Louisiana, for the fiscal year ending June 30, 2023-2024, heretofore adopted by the City Council, be and the same is hereby amended and re-adopted in accordance with “Exhibit A” attached hereto and made a part hereof.

SECTION 2. All ordinances and resolutions or parts thereof in conflict herewith be and the same are hereby repealed.

BE IT FURTHER ORDAINED that this Ordinance shall become effective upon approval by the Mayor.

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

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

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

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

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

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

BUDGET AMENDMENT

Exhibit A

<u>Account</u>	<u>Account Description</u>	<u>Prior Budget</u>	<u>Revised Budget</u>
GENERAL FUND			
001-0000-337.00-10	FEDERAL REVENUE	5,000,000	3,000,000

The original budget was adopted 5/14/2023 for \$5,000,000. As of today, the actual revenues are expected to be only \$3,000,000 since the federal FEMA reimbursement process took longer than what we expected.

Prior Year FY 2022-2023	Current Year FY 2023-2024
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**SUMMARY OF REVENUES - BY SOURCES:**

**Local sources:**

	Audited	Original Budget	Amended Budget	Actual Year-to-Date as of June 30, 2024	Amended Budget vs. Projected Actual Result at Year End	% Change Last
2% Sales taxes	\$ 17,050,000	\$ 17,450,000	\$ 17,450,000	\$ 13,248,345		-24.08%
Ad Valorem Taxes	3,015,000	3,315,000	3,315,000	3,340,235		0.76%
Franchise Taxes	1,600,000	1,600,000	1,600,000	1,101,040		-31.18%
License, Permits & Fees	1,192,300	1,527,750	1,527,750	1,570,842		2.82%
Charges for services	1,905,500	2,088,700	2,088,700	2,156,655		3.25%
Fines and forfeitures	122,000	132,000	132,000	102,160		-22.61%
Code Enforcement	32,000	53,000	53,000	110,215		107.95%
Gaming revenue	900,000	800,000	800,000	880,721		10.09%
Grants	10,000	10,000	10,000			0.00%
Interest on Investments	31,000	50,500	50,500	450,463		792.01%
Other Revenue	137,020	156,020	156,020	125,613		-19.49%
<b>Total Revenues from Local Sources</b>	<b>25,994,820</b>	<b>27,182,970</b>	<b>27,182,970</b>	<b>23,086,289</b>		<b>-15.07%</b>

**State sources:**

State shared revenue	1,152,000	1,174,000	1,174,000	1,286,260		9.56%
Grants	-	-	-	-		-
<b>Total Revenues from State Sources</b>	<b>1,152,000</b>	<b>1,174,000</b>	<b>1,174,000</b>	<b>1,286,260</b>		<b>9.56%</b>



CARES Act	-	-	-	-	-
FEMA Recovery	2,800,000	5,000,000	3,000,000	1,717,962	-42.73%
Total Revenues from Federal Sources	2,800,000	5,000,000	3,000,000	1,717,962	-42.73%
Total Revenues by Sources	\$ 29,946,820	\$ 33,356,970	31,356,970	\$ 26,090,511	-16.80%

**SUMMARY OF EXPENDITURES - BY DEPARTMENT:**

Department					
Administration	\$ 5,579,915	\$ 7,154,991	\$ 7,154,991	\$ 6,753,060	-5.62%
Fire	\$ 7,530,245	7,130,758	7,130,758	7,416,022	4.00%
Inspections	\$ 678,285	726,286	726,286	782,290	7.71%
Municipal Services	\$ 420,045	462,102	462,102	312,925	-32.28%
Police	\$ 6,351,653	6,325,087	6,325,087	6,533,969	3.30%
Animal Control	\$ 345,530	355,089	355,089	351,335	-1.06%
Streets and Maintenance	\$ 4,584,725	5,097,034	5,097,034	4,705,466	-7.68%
Shop	\$ 533,255	543,829	543,829	566,065	4.09%
Debt Service	288,688	288,688	288,688		-1
Total Expenditures by Department	\$ 26,312,341	\$ 28,083,864	\$ 28,083,864	\$ 27,421,132	-2.36%

**SUMMARY OF EXPENDITURES - BY FUNCTION:**

Function					
Governmental	\$ 12,430,443	\$ 14,628,019	\$ 14,628,019	\$ 13,471,140	-7.91%
Public Safety					
Fire	7,530,245	7,130,758	7,130,758	7,416,022	4.00%
Police	6,351,653	6,325,087	6,325,087	6,533,969	3.30%
Total Expenditures by Department	\$ 26,312,341	\$ 28,083,864	28,083,864	\$ 27,421,132	-2.36%

**SUMMARY OF EXPENDITURES - BY CHARACTERS:**

Characters					
Salaries	\$ 10,753,346	\$ 10,339,815	\$ 10,339,815	\$ 11,337,998	9.65%

Employee benefits	5,913,852	5,673,701	5,673,701	6,122,079	7.90%
Travel and training	180,930	216,454	216,454	117,163	-45.87%
Maintenance	470,954	1,240,685	1,240,685	547,928	-55.84%
Utilities	711,200	747,395	747,395	693,359	-7.23%
Professional and contractual services	3,633,164	4,289,092	4,289,092	4,635,799	8.08%
Operating cost	503,241	564,538	564,538	447,698	-20.70%
Insurance	1,315,264	1,748,216	1,748,216	1,716,894	-1.79%
Supplies	565,138	441,040	441,040	367,310	-16.72%
General equipment under \$5,000	406,860	413,032	413,032	398,053	-3.63%
Equipment and other acquisitions over \$5,000	1,124,100	1,653,050	1,653,050	678,213	-58.97%
Special and other Activities	734,292	756,846	756,846	558,639	-26.19%
<b>Total Expenditures by Characters</b>	<b>\$ 26,312,341</b>	<b>\$ 28,083,864</b>	<b>28,083,864</b>	<b>\$ 27,621,132</b>	<b>-1.65%</b>
Excess (deficiency) of revenues over (under) expenditures	3,634,479	5,273,106	3,273,106		

**OTHER FINANCING SOURCES (USES):**



Transfer (in):					
Fixed Assets Fund	-	-	-	-	
Transfer (out):					
FEMA Recovery	-	-	-	-	
Street Improvement Capital Projects Fund	-	-	-	-	
Debt Service for Paving Projects	-	-	-	-	
Public Utility Fund	-	-	-	-	
Self Insurance Fund	-	-	-	-	
<b>Total other financing sources (uses)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	

Net change in fund balance	3,634,479	5,273,106	3,273,106	
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<b>Beginning Fund Balance</b>	<b>\$ 14,580,924</b>	<b>\$ 18,215,403</b>	<b>\$ 18,215,403</b>	
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**Ending Fund Balance**

\$ 18,215,403    \$ 23,488,509    \$ 21,488,509.23

 *Original Budget*  
 *Amended Budget*