

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING MAYOR DANAHAY TO ENTER INTO A MASTER SERVICES AGREEMENT WITH COMPLIANCE ENVIROSYSTEMS, LLC, FOR STORM DRAIN EVALUATON SERVICES.

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 Master Services Agreement with Compliance Envirosystems, LLC, for Storm Drain Evaluation Services.

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 _____, 2022.

MANDY THOMAS, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2022, 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 _____,
2022, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

**AGREEMENT
FOR
MASTER PROFESSIONAL SERVICES AGREEMENT**

OWNER: **CITY OF SULPHUR, LA**
Address: 101 N. Huntington St.
Sulphur, LA 70663
Administrative Contact: Austin Abrahams
Phone: 337.527.4510
Email: aabrahams@sulphur.org

CONSULTANT: **COMPLIANCE ENVIROSYSTEMS, LLC**
Address: 1401 Seaboard Drive
Baton Rouge, LA 70810
Administrative Contact: Brad Dutruch, President
Phone: 225.769.2933
Email: brad@ces-sses.com

PROJECT: **Storm Drain Evaluation Services**

THIS AGREEMENT, is made effective this ____ day of _____, 2021, by and between OWNER and CONSULTANT, a limited liability company domiciled in the State of Louisiana.

WITNESSETH:

WHEREAS, the OWNER desires to employ the CONSULTANT to provide services related to the PROJECT; and

WHEREAS, the CONSULTANT is willing and able to provide services related to the PROJECT in accordance with the terms and conditions set forth in this Agreement;

WHEREAS, the parties agree that the method of approach set forth in Attachment "A" is the basis for the services to be performed by the CONSULTANT under this Agreement.

NOW, THEREFORE, IT IS CONTRACTED, COVENANTED AND AGREED THAT:

ARTICLE 1 – CONSULTANT’S SERVICES

1. The CONSULTANT agrees to furnish the services identified and described in Attachments A and B, attached hereto and incorporated herein.
2. This Agreement shall commence once it has been executed by both parties and a Purchase Order issued by the OWNER.

ARTICLE 2 – COMPENSATION

1. The OWNER shall compensate the CONSULTANT for providing the services identified and described in Attachments A and B in accordance with the Fee Schedule set forth and attached to this agreement.
2. The CONSULTANT shall be paid in accordance with the Fee Schedule for any and all services performed in connection with the PROJECT. For those services that may arise from time to time that are not included in the Fee Schedule, the CONSULTANT shall work with the OWNER to negotiate a reasonable fee.

ARTICLE 3 – PAYMENT

Payment to the CONSULTANT, as described in Article 2, is to be made as follows:

1. Each month the CONSULTANT shall submit an invoice to the OWNER describing the services performed and expenses incurred by the CONSULTANT during the preceding month. OWNER shall review the CONSULTANT’s invoice within ten (10) business days of receipt and either recommend it for payment or return it to the CONSULTANT with comments.

2. The OWNER shall pay the CONSULTANT the amount set forth in the invoice within thirty (30) days from the date the OWNER receives the CONSULTANT'S invoice.
3. If the CONSULTANT does not receive payment of the entire amount set forth in the CONSULTANT'S invoice within ninety (90) days from the date the OWNER receives the invoice, the CONSULTANT may suspend services until payment of the entire amount of the outstanding invoice is received by the CONSULTANT.

ARTICLE 4 – GENERAL TERMS AND CONDITIONS

1. PROFESSIONAL STANDARDS. The CONSULTANT shall be responsible, to the level of care and skill ordinarily used by practicing professionals in the same type of work in the U.S.A., for the professional and technical soundness, accuracy and adequacy of all data, reports, recommendations and other services and materials furnished under this Agreement.
2. PROJECT PROGRESS. The CONSULTANT'S services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the PROJECT through completion.
3. CONTRACT TIME. The duration of this contract shall be for a period of 36 months, commencing on the date that this agreement is signed by OWNER. At the end of the contract time, the OWNER will retain the option of renewing the contract for an additional 36 months, if mutually agreeable by OWNER and CONSULTANT.
4. CONFIDENTIALITY. The CONSULTANT shall not disclose nor permit disclosure of any information designated by the OWNER as confidential, except to its employees and other consultants who need such information in order to properly execute the services of this Agreement.
5. ASSIGNMENTS. The CONSULTANT binds himself and his partners, administrators and assigns to the other party of this Agreement, and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. The CONSULTANT shall not assign his or their interest in this Agreement without the written consent of the OWNER.
6. INSURANCE. Before commencing the work and until completion, CONSULTANT shall obtain and maintain, at its expense, the following insurance coverages. All policies required below shall contain provisions to the effect that the insurer(s) waive all rights of subrogation against the OWNER and their officers, directors, partners, employees and other consultants and subcontractors of each and any of them.

6.1 WORKERS COMPENSATION

CONSULTANT shall carry Workers Compensation coverage as follows:

- | | |
|---|-------------|
| (1) Worker's Compensation | Statutory |
| (2) Employer's Liability | \$1,000,000 |
| (3) CONSULTANT'S policy shall contain a Blanket Waiver of Subrogation granting a waiver of subrogation in favor of those that require it in a written contract. | |

6.2 COMPREHENSIVE AUTOMOBILE LIABILITY

CONSULTANT'S policy shall include all owned (private and others), hired and non-owned vehicles. CONSULTANT'S policy shall contain a Blanket Additional Insured endorsement and Blanket Waiver of Subrogation endorsement that is applicable if required in a written contract.

- (1) Bodily Injury and Property Damage \$1,000,000 Combined Single Limit

6.3 COMMERCIAL GENERAL LIABILITY INCLUDING

**PREMISE/OPERATIONS; EXPLOSION, COLLAPSE AND UNDERGROUND
PROPERTY DAMAGE, PRODUCTS/COMPLETED OPERATIONS, BROAD FORM
CONTRACTUAL, INDEPENDENT CONTRACTORS, BROAD FORM PROPERTY
DAMAGE AND PERSONAL INJURY LIABILITIES**

- | | | |
|----------------------|-------------|------------------|
| (1) Bodily Injury: | \$1,000,000 | Each Occurrence |
| | \$2,000,000 | Annual Aggregate |
| (2) Property Damage: | \$1,000,000 | Each Occurrence |
| | \$2,000,000 | Annual Aggregate |
| (3) Personal Injury: | \$1,000,000 | Annual Aggregate |

CONSULTANT'S policy shall contain a Blanket Additional Insured and Blanket Waiver of Subrogation Endorsement as well as Primary Wording that is applicable if required in a written contract.

6.4 PROFESSIONAL LIABILITY

CONSULTANT carry's a professional liability policy with a \$1,000,000 limit for each Act, Error or Omission and has a \$1,000,000 Aggregate.

6.5 POLLUTION LIABILITY

CONSULTANT carry's a pollution liability policy with a \$2,000,000 limit for each Pollution condition and a \$4,000,000 aggregate.

6.6 UMBRELLA LIABILITY

CONSULTANT carry's an umbrella policy with a \$5,000,000 limit Each Occurrence Limit and \$5,000,000 Aggregate. Umbrella policy sits over CONSULTANT'S Auto Liability, General Liability and Employers Liability.

7. TERMINATION FOR CONVENIENCE. Either party shall have the right to terminate this Agreement for any cause or for its own convenience, by providing a thirty (30) day written notice to the other party. In such event, OWNER shall pay CONSULTANT for that portion of the work actually performed plus any profits earned up to the date of termination. Notice of termination shall be given by the terminating party through certified mail, return receipt requested, to the office address of the other party listed on page 1 of this Agreement. The effective date of termination shall be thirty (30) days after date on which the notice of termination is received by the non-terminating party.
8. INDEMNIFICATION. To the fullest extent permitted by law, the CONSULTANT agrees to defend, indemnify and hold harmless the OWNER harmless from and against any liabilities, claims, damages and costs (including reasonable attorney's fees) caused solely by the negligence of the CONSULTANT in the performance of services under this Agreement.
9. DISPUTE RESOLUTION. The parties shall endeavor to resolve any disputes through informal negotiations between parties. If a dispute is not resolved within thirty (30) days from the date a party receives initial written notice of the dispute, the dispute shall be resolved by litigation in the _____ (Name of Court). The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana without regard to the application of any conflicts of law principles.

ARTICLE 5 – EXTENT OF AGREEMENT

This Agreement constitutes the entire understanding of and between the parties and supersedes any prior proposals, negotiations, representations, understandings, correspondence and agreements, either oral or written.

ARTICLE 6 – GOVERNING LAW

The terms of the Agreement shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by the laws of the State of _____.

ARTICLE 7 – MISCELLANEOUS PROVISIONS

1. NOTICES. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and sent, by electronic mail, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
2. SURVIVAL. All express representations, waivers, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.
3. SEVERABILITY. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CONSULTANT and OWNER, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
4. WAIVER. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
5. AMENDMENT. This Agreement may be amended only by a written instrument signed by both CONSULTANT and OWNER.

Executed the _____ day of _____, 2022.

City of Sulphur, LA

Signature: _____

Print Name: _____

Title: _____

WITNESSES:

BY: _____

Print Name: _____

BY: _____

Print Name: _____

Compliance EnviroSystems, LLC

Signature: _____

Print Name: Brad Dutruch

Title: President

WITNESSES:

BY: _____

Print Name: _____

BY: _____

Print Name: _____

Attachment A Master Services Agreement (MSA) Storm Drain Evaluation Services MASTER FEE SCHEDULE					
ITEM NO.	SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
SECTION 1000 MOBILIZATION DEMOBILIZATION					
1000.01	Mobilization and Demobilization of Crews and Equipment		EA	\$1,000.00	
SECTION 2000 STRUCTURE AND PIPE EVALUATION SERVICES					
2000.01	360 Degree Structure Evaluation with GPS Data Collection				
2000.02	Zoom Camera Pipe Assessment		EA	\$125.00	
2000.03	CCTV Inspection < 30" Diameter Storm Drain Pipe		EA	\$100.00	
2000.04	CCTV Inspection > 30" Diameter Storm Drain Pipe		LF	\$2.00	
2000.05	Sonar Inspection of > 18" Diameter Storm Drain Pipe		LF	\$2.00	
2000.06	Additional Setup of Inspection Equipment		LF	\$10.00	
2000.07	Structure Rehabilitation Recommendations		EA	\$150.00	
2000.08	Storm Drain Pipe Rehabilitation Recommendations		EA	\$14.00	
2000.09	CCTV Inspection Unit with Operator and Helper < 5,000 LF (Minimum of 5 Hours)		LF	\$0.25	
			HR	\$350.00	
SECTION 3000 STORM DRAIN LINE CLEANING SERVICES					
3000.01	High Pressure Cleaning of 8"-18" Storm Drain Pipe				
3000.02	High Pressure Cleaning of 21"-32" Storm Drain Pipe		LF	\$3.00	
3000.03	High Pressure Cleaning of 36"-48" Storm Drain Pipe		LF	\$3.00	
3000.04	High Pressure Cleaning of greater than 48" Storm Drain Pipe		LF	\$3.00	
3000.05	Removal, Hauling and Disposal of Debris From Storm Drain Structures and Pipes		LF	\$3.00	
3000.06	Combination Cleaning Truck with Operator and Helper < 5,000 LF (Minimum of 5 Hours)		TON	\$875.00	
3000.07	Combination Cleaning Truck with Operator and Helper and CCTV Inspection Unit with Operator and Helper < 5,000 LF (Minimum of 5 Hours)		HR	\$350.00	
3000.08	Traffic Control for Evaluation and Cleaning Crews		HR	\$550.00	
			HR	\$55.00	
TOTAL:					\$0.00

**Attachment B
Master Services Agreement
Storm Drain Evaluation Services
SPECIFICATIONS**

City of Sulphur, LA (OWNER)

Compliance EnviroSystems, LLC (CONSULTANT)

**SECTION 1000
MOBILIZATION / DEMOBILIZATION**

- A. Mobilization and demobilization consist of the preparatory work and operations including, but not limited to the movement of supplies, equipment, personnel, and incidentals to and from the project location.
- B. Equipment includes, but is not limited to CCTV inspection units, combination vacuum trucks, sonar inspection units, fully equipped structure condition assessment units or any other equipment necessary to complete the project.

MEASUREMENT AND PAYMENT

- 1000.01 Mobilization / Demobilization of Equipment & Crews: All costs associated with the initial and subsequent mobilizations / demobilizations of equipment, as defined above.

**SECTION 2000
STRUCTURE AND PIPE EVALUATION SERVICES**

The CONSULTANT shall provide all labor, material, supplies, equipment, and transportation necessary to complete the 360 degree structure evaluation and zoom camera pipe assessment with GPS data collection.

**360 DEGREE STRUCTURE EVALUATION
AND ZOOM CAMERA PIPE ASSESSMENT
WITH GPS DATA COLLECTION**

- A. The CONSULTANT shall perform each assessment by locating and identifying each structure, characterizing its components, and classifying it based on its conditions.
- B. During inspections, the structure will be illuminated with high-intensity LED lighting. High-resolution 360 video of each structure will be obtained, capturing both the inside of each structure as well as the area surrounding it. This video shall provide a

full illustration of the condition of the structure interior, the pipelines connecting to the structure, as well as the general conditions in the area surrounding the structure. A digital photograph of each structure will be taken from above ground, showing the structure and its proximity to identifying features or landmarks.

- C. The purpose of structure assessment is to determine the location, physical condition and possible defects in all structures designated and approved by the OWNER. Information obtained during the physical survey will be utilized in determining rehabilitation costs and methods.
- D. As a component of the inspection, CONSULTANT will collect GPS coordinates (x, y and z) of every structure with centimeter-grade precision. CONSULTANT will utilize real-time corrections to collect the GPS data directly into ESRI's ArcGIS Online platform. This data can be imported into the OWNER's GIS mapping system. A digital photograph taken from above ground to show the structure and its proximity to identifying features or landmarks will be associated as an attribute of the GIS data.
- E. CONSULTANT shall utilize pole-mounted, HD zoom cameras to assess pipes during the structure evaluation. Zoom camera inspection will allow for the rapid assessment of how clean or dirty a pipe segment is as well as allowing for the location of significant defects within the pipes such as pipe collapses, considerable offset joints and intruding taps or roots. The process involves lowering a high definition, pole-mounted camera equipped with an integrated laser rangefinder to the invert of a structure. Once positioned on the incoming or outgoing pipe segments inside the structure, CONSULTANT will zoom the camera down the pipe segment while watching the footage real-time on a handheld tablet above ground.
- F. Zoom camera pipe inspections will be reviewed using a custom database that utilizes NASSCO PACP guidelines as the basis for making an assessment of each pipe. Debris levels will be categorized on a scale of 0-10.

Documentation

The following is an example of the data required during a structure condition assessment, but is not necessarily limited to:

- A. General Information:
 - a. Structure number
 - b. Basin
 - c. Address/ location description
 - d. Surface conditions, etc.
- B. Structure Characteristics:
 - a. Type
 - b. Surface cover
 - c. Primary construction materials

- d. Depth
- e. Cover type
- f. Grate type
- g. Condition

C. Pipe Data

- a. Size
- b. Shape
- c. Material
- d. Depth to invert
- e. Flow depth
- f. Pipe ID or connecting structure

D. Structure connectivity will be documented in GIS

E. General Inspection Data

- a. Inspector
- b. Inspection date
- c. Status
- d. Weather/ground condition

F. Defects in structures

- a. Visible defects
- b. Roots
- c. Debris

G. Defects in pipes

- a. Significant PACP defects capable of impeding flow
- b. PACP defects that may create adverse conditions in the future

Deliverables

- A. GIS database with inventory, condition data and photographs shall be submitted to the OWNER.
- B. ESRI ArcMap file, or PDF map if preferred by OWNER.
- C. 360 videos in mp4 format.
- D. Zoom camera videos in mp4 format.
- E. Zoom camera inspection reports.
- F. Zoom camera inspection database.

- G. Once the structure inspection data has been obtained and analyzed and professional reports compiled, a recommended protocol for repairs will be recommended by the CONSULTANT.
- H. All rehabilitation recommendations will be approved by a registered licensed engineer in the state of Louisiana with a minimum of 10 years of experience analyzing structure inspection data. Engineer must be MACP certified.

CCTV INSPECTION

- A. The CONSULTANT shall furnish all labor, equipment, supplies, and supervision and shall perform all work required in accordance with these specifications. CCTV inspection shall be performed on pipes selected and approved by the OWNER.
- B. If flows are such that they interfere with the CONSULTANT's ability to collect accurate data, then the CONSULTANT shall be responsible to schedule his work during low flow periods or to request written permission to perform sonar inspection of the surcharged pipes.
- C. Inspection of storm drain infrastructure by means of CCTV equipment shall be performed to determine the location and extent of any obstructions and defects such as offset joints, protruding tees, broken pipe and more. Logs shall note the existence of any significant defects. Cleaning by the CONSULTANT shall be performed prior to each CCTV inspection on each pipeline to be inspected.
- D. CCTV inspections shall be performed on one structure-to-structure pipe segment at a time. The inspection shall be performed by moving the CCTV camera through the line along the axis of the pipe at a rate not to exceed 30 feet per minute. Any means of propelling the camera through the storm drain line that would exceed this rate of speed or produce non-uniform or jerky movements shall not be acceptable. The camera shall be stopped for a minimum of 5 seconds at each identifiable defect to ensure proper documentation of the lines condition. In addition, the camera shall be stopped at each service connection, and the camera shall pan the service connection to video inside the service line. CCTV inspection is performed from the upstream structure to the downstream structure when the conditions allow. If conditions do not allow an upstream to downstream inspection, the inspection will be performed in reverse (from the downstream to the upstream structure).
- E. The pipe segment length, with respect to the referenced structure, shall be determined with a meter device, accurate to within $\pm 2\%$. Markings on the cable, instruments requiring observation inside a structure, or correction of each reading for the depth of the reference structure shall not be allowed. Accuracy of the measurement meters shall be checked daily by use of a walking meter, roll-a-tape, or other suitable device.

- F. A header screen showing segment number, structure numbers, and starting structure shall be recorded for 10 seconds at the beginning of each televised line segment.
- G. At the CONSULTANT's discretion the camera shall be stopped or backed up to view and analyze conditions that appear to be unusual or uncommon for a sound storm drain line. At all times, the operating technician shall be able to move the camera through the line in either direction without loss of quality in the video presentation on the monitor. The picture shall be free of electrical interference and provide a clear, stable image of the specified resolutions at all times. The camera lens shall be cleaned, as required, to provide a clear image within the storm drain lines.
- H. In the event that equipment becomes lodged in the storm drain line, the CONSULTANT shall notify the OWNER immediately. If equipment becomes lodged through no fault of CONSULTANT, the OWNER will remove the camera at no cost to the CONSULTANT. Timely excavation is necessary to maintain project schedules and to eliminate the possibility of overflows resulting from the lodged equipment creating a blockage.
- I. If during the inspection the camera cannot pass through the entire pipe segment, the CONSULTANT shall set up his equipment so that the inspection can be performed from the opposite structure. Should this occur, CONSULTANT will be paid for an additional set-up. If the camera again fails to pass through the entire pipe segment, the inspection shall be abandoned and considered complete. The CONSULTANT will be paid for the actual footage inspected, and no additional inspection work shall be required in that pipe segment until the pipe has been rehabilitated. CONSULTANT will be paid for the actual footage inspected during each subsequent attempt.

Submittals

- A. Copy of completed CCTV log
- B. Schedule for cleaning and inspecting each storm drain line
- C. Daily report form
- D. Confined space entry form

Data Submittals

- I. All line pictures will be digital .mpeg video, clear, legible, and free of "snow" or haze.
- J. Electronic copies (data files) shall be submitted in a PACP Exchange Database.

- K. The CONSULTANT shall prepare and submit a list of defects, which appear to require immediate corrective action, based on their size and/or type, on a daily and weekly basis. This submittal is not a final deliverable.
- L. To establish the working criteria for video picture quality which must be maintained throughout the project, the CONSULTANT shall furnish a USB drive with .mpg video footage of an actual storm drain line inspection that is satisfactory to the OWNER, and meets the job specifications for CCTV inspection. This USB drive shall become the property of the OWNER and shall be used throughout the project as a standard that the CONSULTANT's video picture quality must meet.
- M. The CONSULTANT shall furnish the OWNER a hard drive or USB drive that contains both data files and video files. The data files shall be able to upload into PACP compliant software. If a specific naming convention of file is required, OWNER shall provide labeling and file naming standards at the pre-construction meeting.
- N. All inspections shall be made by PACP certified operators and data shall be documented using NASSCO's Pipeline Assessment and Condition Program.
- O. Once the CCTV inspection data has been obtained and analyzed and professional reports compiled, a recommended protocol for repairs will be recommended by the CONSULTANT.
- P. All rehabilitation recommendations must be approved by a registered licensed engineer in the state of Louisiana with a minimum of 10 years of experience analyzing storm drain line inspection data. Engineer must be PACP certified.

SONAR INSPECTION

- A. The CONSULTANT shall determine the inspection technology method or combination of methods to be utilized in each pipeline segment. Generally, sonar alone will be used where the depth of fluid in the pipeline is greater than 75% of the full diameter of the pipe. CCTV and sonar will be used together when the fluid levels are between 25% and 75% of the full pipe diameter. Sonar will not be used where the fluid depth is generally less than 25% of the pipe diameter or more specifically where there is insufficient depth to pass the sonar gear on the float or crawler.
- B. The speed of the crawler or float shall not be greater than 20 feet per minute when the scanning sonar is in use either alone or in combination with the CCTV camera.
- C. The sonar equipment shall be purpose built for use in the inspection of storm drain system pipelines and shall be operative in totally submerged conditions. It shall be capable of being traversed by crawler tractor, float or other suitable means through the pipeline on a stable vehicle constructed to situate the sonar inspection equipment below the water level.

- D. The maximum beam width of the sonar energy pulse will be no greater than 2 degrees from the center of the transducer. The transducer will be of the continuous scanning type. The sonar image will be in full color during the inspection.
- E. The sonar survey will include complete structural and service assessment of the equivalent PACP standard as that obtained through the CCTV survey. The sonar survey will include measurement of fluid depth and silt depth.
- F. The sonar survey will be continuously recorded and saved on flash drives in MPEG format, supported by complete defect inspection logs and summary reports.
- G. A color sonar still image of cross-sections of the pipeline must be taken and recorded every 50 feet or more frequently should the internal profile of the pipeline change and at every defect. These images are to be cross referenced to the reports and databases for ease of reference.

MEASUREMENT AND PAYMENT

- | | |
|-------------|---|
| 2000.01 | 360 Degree Structure Evaluation with GPS Data Collection: All costs associated with inspecting all designated structures and documentation including but not limited to labor, equipment, transportation, tools, GPS data collection and all other related procedures and materials necessary to produce the results in the form, format and of the quality specified in the structure and pipe condition assessment section. CONSULTANT will be paid per each structure inspected. |
| 2000.02 | Zoom Camera Pipe Assessment: All costs associated with inspecting all designated pipes and documentation including but not limited to labor, equipment, transportation, tools and all other related procedures and materials necessary to produce the results in the form, format and of the quality specified in the structure and pipe condition assessment section. CONSULTANT will be paid per each pipe assessed. |
| 2000.03-.04 | CCTV Inspection: All costs associated with the CCTV inspection of storm drain lines. CONSULTANT will be paid for the actual linear footage of pipe inspected at the unit rates specified based on pipe size. |
| 2000.05 | Sonar Inspection of > 18" Diameter Storm Drain Pipe: All costs associated with the sonar inspection of storm drain lines and preparation and delivery of data. CONSULTANT will be paid for the actual linear footage of pipe sonar inspected at the unit rates specified. |
| 2000.06 | Additional Setup of Inspection Equipment: All costs associated with the additional setup performed during CCTV and sonar inspection. This will occur when the CCTV and/or sonar equipment is unable to traverse the |

line segment from one structure and must be setup again at the opposite or connecting structure to attempt the inspection. CONSULTANT will be paid for each additional setup performed.

- 2000.07 Structure Rehabilitation Recommendations: All costs associated with the preparation and delivery of structure rehabilitation recommendations. Payment will be made per each structure inspected.
- 2000.08 Storm Drain Pipe Rehabilitation Recommendations: All costs associated with the preparation and delivery of storm drain pipe rehabilitation recommendations. Payment will be made per linear foot of storm drain pipe inspected.
- 2000.09 CCTV Inspection Unit with Operator and Helper < 5,000 LF (Minimum of 5 Hours): All costs associated with the port-to-port mobilization/demobilization of one (1) CCTV inspection unit with operator and helper. This item is to be used for projects of less than 5,000 LF.

SECTION 3000

STORM DRAIN LINE CLEANING

- A. Standard line cleaning shall be performed to remove foreign material and restore pipe capacity to 95%. Standard cleaning shall be defined as three (3) complete passes of the storm drain line with the cleaning equipment. The term "complete passes" shall mean cleaning from the upstream structure all the way to the downstream structure.
- B. Heavy line cleaning shall be performed to remove foreign material and restore pipe capacity to 95%. Heavy line cleaning shall be defined as four (4) or more complete passes of the cleaning equipment. The term "complete passes" shall mean cleaning from the upstream structure all the way to the downstream structure.
- C. Conditions such as broken pipe and major blockages may prevent cleaning from being accomplished, especially where additional damage would result if cleaning were attempted or continued. Should such conditions be encountered, the CONSULTANT shall not be required to clean those specific pipe sections unless the OWNER removes the apparent obstruction.
- D. During storm drain cleaning operations, satisfactory precautions shall be taken by the CONSULTANT in the use of cleaning equipment. Precautions shall be taken to ensure that damage to, or flooding of public or private property does not occur during the cleaning procedure.
- E. Selection of the equipment shall be the sole discretion of the CONSULTANT and based on the conditions of lines at the time the work commences. The equipment

shall be capable of removing dirt, grease, rocks, sand, and other materials and obstructions from the storm drain lines and structures.

- F. If cleaning of an entire section cannot be successfully performed from one structure, the equipment shall be set up at the other structure and cleaning again attempted. If successful cleaning still cannot be performed or the equipment fails to traverse the entire structure-to-structure pipe segment it will be assumed that a major blockage exists and the cleaning operation will be abandoned. The cleaning operator will note these occurrences in his daily cleaning log. The CONSULTANT will be compensated for cleaning the entire length of storm drain line should this occur.
- G. All sludge, dirt, sand, rocks, grease, and other solid or semi-solid materials resulting from the cleaning operation shall be removed at the downstream structure of the section being cleaned. Passing materials from pipe segment to pipe segment, which could cause line stoppages, accumulations of debris in wet wells, interference with in-line long term flow monitoring equipment or damage to pumping equipment will not be permitted.
- H. If the CCTV inspection shows the cleaning to be unsatisfactory, the CONSULTANT shall re-clean and re-inspect the storm drain line at his sole expense until the cleaning is shown to be satisfactory.
- I. All sludge, dirt, sand, rocks, grease, and other solid or semisolid materials removed from the storm drain lines and structures during the cleaning operation shall be drained of water and transported to the approved local dumpsite
- J. The OWNER will provide water for cleaning operations from any fire hydrant at no cost to CONSULTANT.

UNCOVER BURIED STRUCTURES LESS THAN 12" DEEP

- A. CONSULTANT shall provide all labor, materials and equipment necessary to uncover storm drain structures less than 12" deep requiring access for storm drain line inspection on this project. CONSULTANT will uncover only those structures approved by the OWNER.
- B. CONSULTANT will not be required to uncover structures covered in asphalt, concrete or any other permanent or semi-permanent material.
- C. After inspection is complete, the CONSULTANT shall close the lid and re-cover the structure only with the material removed to access the structure. The CONSULTANT will not be required to seal structure lid or replace any gasket material that may have been removed or damaged during the opening of the structure.

REMOVAL OF STABILIZED DEBRIS IN STRUCTURE INVERTS

- A. CONSULTANT shall provide all labor, materials and equipment necessary to remove stabilized debris from structure inverts on this project. CONSULTANT will only remove stabilized debris from structure inverts approved by the OWNER.

TRAFFIC CONTROL FOR EVALUATION AND CLEANING CREWS

- A. CONSULTANT will provide standard traffic control including cones, signs, etc. at no cost to the OWNER
- B. CONSULTANT will provide additional traffic control such as a flagman or policeman, as needed and as approved by the OWNER.
- C. The CONSULTANT shall notify the local fire department, police department, engineering department, and all other necessary authorities to carry out the requirements of the scope of work. All investigation work shall be coordinated with these authorities on a daily basis to avoid any conflict.

MEASUREMENT AND PAYMENT

- 3000.01-.04 High Pressure Cleaning of Storm Drain Pipe: High pressure cleaning of storm drain pipe will be billed per linear foot with measurement being made between centerlines of consecutive storm drain access points for the line segments being cleaned. Payment for pipe cleaning shall be made at the unit price per linear foot based on the pipe size being cleaned
- 3000.05 Removal, Hauling and Disposal of Debris From Storm Drain Structures and Pipes: All costs associated with the cleaning, removal, hauling and disposal of debris from storm drain structures and pipes. Payment will be made per ton of debris removed from the storm drain system and disposed of at the approved landfill. Signed load/dump tickets must be provided with invoices.
- 3000.06 Combination Cleaning Truck with Operator and Helper (Min. 5 Hours) < 5,000 LF: All costs associated with the port-to-port mobilization/demobilization of one (1) combination cleaning truck with operator and helper. This item is to be used for projects of less than 5,000 LF.
- 3000.07 Combination Cleaning Truck with Operator and Helper and CCTV Inspection Unit with Operator and Helper (Min. 5 Hours) < 5,000 LF: All costs associated with the port-to-port mobilization/demobilization of one (1) combination cleaning truck with operator and helper and (1) CCTV inspection unit with operator and helper. This item is to be used for projects of less than 5,000 LF.

3000.08

Traffic Control: Payment shall be made when a flagger or uniformed police officer is required to control traffic during any inspection or cleaning activity.

ORDINANCE NO. M-C SERIES

ORDINANCE GRANTING A REZONE TO CHRISTOPHER HILL, 420
INVADER STREET, FROM RESIDENTIAL TO MIXED RESIDENTIAL TO
ALLOW FOR A MOBILE HOME.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a rezone to Christopher Hill, 420 Invader Street, from Residential to Mixed Residential to allow for a mobile home for the following described property:

BEG 140 FT EAST OF SW CORNER BLK 13 CARLIN AND STINE STARLIN
SUB TH E 70 FT N 150 FT ETC.

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

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

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

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

BE IT FURTHER ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a rezone to Christopher Hill, 420 Invader Street, from Residential to Mixed Residential to allow for a mobile home.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2022.

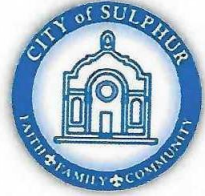
MANDY THOMAS, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this _____ day of _____, 2022, 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 _____, 2022, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk



Memo

To: Land Use Commissioners

From: Austin Abrahams
Director of Public Works

cc: Arlene Blanchard, Mayor Mike Danahay

Date: June 9, 2022

Re: 1. Resolution granting a rezone to Christopher Hill, 420 Invader Street, from Residential to Mixed Residential to allow for a mobile home.

Application:

Christopher Hill has requested a rezone of the referenced property from Residential to Mixed Residential.

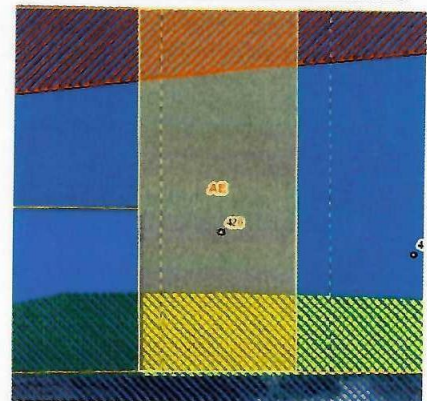
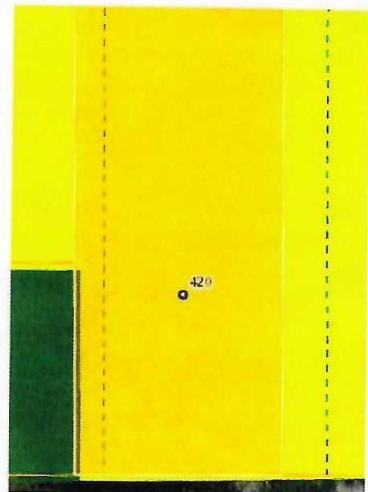
1. Property Zone: Residential
2. Adjacent parcels to West and South are Mixed Residential
3. The property is in a Special Flood Hazard Area (AE, X-shaded) with a floodway along the northern portion of the lot.
4. BFE = 11'
5. Freeboard = 12'

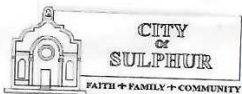
Recommendation:

There is no objection to the request to rezone.

The following stipulations or restrictions are suggested:

- a) Site plan of proposed development relative to the floodway to be submitted with development permit application for review.
- b) Adherence to FEMA's design standards for open foundation design or standards contained within ASCE 24-05 construction techniques for open foundations (piers, posts, columns or pilings).





CITY OF SULPHUR
APPLICATION FOR

DEVELOPMENT APPROVAL

Date Received

5/23/2022

\$50.00 Fee (Non-Refundable)

50.00



(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

Christopher Hill

DATE

5/22/22

PROPERTY OWNER INFORMATION

Name of Property Owner

Christopher Robert Hill

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

70663

Mailing Address:

3130 Roy Bunch

City: Sulphur

State: LA

Email:

hillchristopher1@gmail.com

Physical Address:

11

City:

11

State:

LA

Phone Number (H)

(W)

(C)

337-302-2386

PROPERTY INFORMATION

Location Address:

420 Invader St.

Present Zoned Classification:

Residential

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

@ 031010-1818-13 000803 0000 @ 31010-1818-13 000902 0000

beg 140 ft East of sw. corner Blk 13 Carlin And Olive Starlin Sub

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 CH

REQUEST INFORMATION

☒ REZONE

☐ EXCEPTION

☐ SUBDIVISION

☐ BILLBOARD

☐ PRE. PLAT

☐ FINAL PLAT

☐ DOES REZONE REQUIRE FENCING

NAME OF SUBDIVISION

Zoning Change: From

Residential

To

Mixed Residential

Purpose of Request:

to put mobile home on property. Property across the street is mixed & residential. There is a mobile home on the immediate west side of the house.

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:

CH Hill

Date:

5/22/22

1. Is site located within the City Limits?

Yes

No

N/A

2. Will the proposed use be a nuisance to the surrounding area because of odors, vibrations, unsightly areas or other unwarranted elements?

3. Is the capacity of the road and off-street parking facilities adequate for use by the proposed development?

4. Will the location be served by a fire protection?

5. Can the proposed development be expected to adversely affect the character/aesthetics of the area involved?

6. Is property within a designated flood hazard area?

Flood zone classification AE bfe ft.

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th E 70ft N 150ft etc REF1 - Goldman 5 1eflevr B 957
P 391-66





RESOLUTION M-C SERIES

RESOLUTION ACCEPTING PETITION FOR ANNEXATION FROM SEALY-RATCLIFF SWISCO ROAD, LLC, FOR THE FOLLOWING LOTS/TRACT LOCATED ON THE WEST SIDE OF CALCASIEU INDUSTRIAL DRIVE – LOTS U, T1, R, Q, P-1, N-1, M-1 AND TRACT M-2.

WHEREAS, in accordance with Article III, Part 1, Section 1 (6) of the Land Use Ordinance of the City of Sulphur, Louisiana, and 33:171 of the Louisiana Revised Statutes, the City Council is revising the official Land Use map and accepting annexation petition for the following described property:

LOTS M-1, N-1, Q AND R AND TRACT M-2 – AS PER THE SUBDIVISION PLAT OF CALCASIEU INDUSTRIAL PARK UNIT II PREPARED BY COLBY C. BULLER, DATED JULY 17, 2018 AND FILED UNDER CLERK’S FILE NO. 3331135, RECORDS OF CALCASIEU PARISH, LOUISIANA.

LOT P-1 – AS PER THE RE-SUBDIVISION PLAT OF LOTS N AND P CALCASIEU INDUSTRIAL PARK UNIT II PREPARED BY COLBY C. BULLER, DATED JULY 16, 2019 AND FILED UNDER CLERK’S FILE NO. 3362490, RECORDS OF CALCASIEU PARISH, LOUISIANA

LOT U – AS PER THE SUBDIVISION PLAT OF CALCASIEU INDUSTRIAL PARK UNIT I PHASE II PREPARED BY COLBY C. BULLER, DATED APRIL 12, 2017 AND FILED UNDER CLERK’S FILE NO. 3276864, RECORDS OF CALCASIEU PARISH, LOUISIANA.

LOT T-1 – AS PER THE RE-SUBDIVISION PLAT OF LOTS S AND T CALCASEU INDUSTRIAL PARK UNIT I PHASE II PREPARED BY COLBY C. BULLER, DATED MAY 14, 2019 AND FILED UNDER CLERK’S FILE NO. 3355582, RECORDS OF CALCASIEU PARISH, LOUISIANA.

CALCASIEU INDUSTRIAL DRIVE – AS PER THE FOLLWING SUBDIVISION PLATS PREPARED BY COLBY C. BULLER AND FILED IN THE RECORDS OF CALCASIEU PARISH, LOUISIANA:

- CLERK’S FILE NO. 3276864 – CALCASIEU INDUSTRIAL PARK UNIT I LOTS S, T, U
- CLERK’S FILE NO. 3331135 – CALCASIEU INDUSTRIAL PARK UNIT II LOTS R, Q, P, N, N-1, M AND M-1 AND TRACT M-2

AND MORE FULLY DESCRIBED AS:

A CERTAIN TRACT OF LAND LOCATED IN THE S ½, SE ¼ SECTION 1 & NW ¼, NE ¼, SECTION 12, TOWNSHIP 10 SOUTH, RANGE 10 WEST, CALCASIEU PARISH, LOUISIANA, AND CONTAINING 8.30 ACRES MORE OR LESS, AND BEING THE RIGHT-OF-WAY FOR CALCASIEU INDUSTRIAL DRIVE AS SHOWN ON SUBDIVISION PLAT FOR CALCASIEU INDUSTRIAL PARK, UNIT I, PHASE I BY COLBY C. BULLER, P.E., P.L.S. DATED FEBRUARY 9, 2016 & SUBDIVISION PLAT FOR CALCASIEU INDUSTRIAL PARK, UNIT II BY COLBY C. BULLER, P.E., P.L.S. DATED JULY 17, 2018 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW CORNER OF THE NW ¼, NE ¼, SECTION 12, T10S-R10W;
THENCE PROCEED S 01°23’45” W A DISTANCE OF 1,331.46’;
THENCE S 89°06’44” E A DISTANCE OF 386.44’; TO THE POINT OF BEGINNING

THENCE N 45° 53'55" E A DISTANCE OF 96.45';
 THENCE N 00°54'02" E A DISTANCE OF 101.67';
 THENCE N 12°12'37" E A DISTANCE OF 101.98';
 THENCE N 00°54'02" E A DISTANCE OF 79.75';
 THENCE FOLLOWING A CURVE TO THE RIGHT WITH A CHORD
 BEARING OF N 07°44'20" E A CHORD LENGTH OF 248.86' AND HAVING
 A RADIUS OF 1,045.00';
 THENCE N 14°34'38" E A DISTANCE OF 378.02';
 THENCE FOLLOWING A CURVE TO THE LEFT WITH A CHORD
 BEARING OF N 07°32'41" E A CHORD LENGTH OF 233.85' AND HAVING
 A RADIUS OF 955.00';
 THENCE N 00°30'43" E A DISTANCE OF 104.84';
 THENCE N 00°31'49" E A DISTANCE OF 545.64';
 THENCE S 89°28'11" E A DISTANCE OF 90.00';
 THENCE S 44°28'11" E A DISTANCE OF 88.71';
 THENCE S 89°28'11" E A DISTANCE OF 638.47';
 THENCE N 76°57'57" E A DISTANCE OF 202.33';
 THENCE FOLLOWING A CURVE TO LEFT WITH A CHORD BEARING OF
 N 62°10'44" E A CHORD LENGTH OF 30.97'; AND HAVING A RADIUS OF
 455.00';
 THENCE N 60°13'44" E A DISTANCE OF 889.99' TO THE RIGHT OF WAY
 OF INTERSTATE 10;
 THENCE FOLLOWING SAID RIGHT OF WAY S 89°29'18" E A DISTANCE
 OF 178.48';
 THENCE FOLLOWING SAID RIGHT OF WAY S 60°13'44" W A DISTANCE
 OF 1,044.11';
 THENCE FOLLOWING A CURVE TO RIGHT WITH A CHORD BEARING
 OF S 75°22'47" W A CHORD LENGTH OF 284.88' AND A HAVING A
 RADIUS OF 545.00';
 THENCE N 89°28'11" W A DISTANCE OF 632.84';
 THENCE S 45°31'49" W A DISTANCE OF 88.71';
 THENCE S 00°31'49" W A DISTANCE OF 330.80';
 THENCE S 00°30'43" W A DISTANCE OF 6.16';
 THENCE S 10°47'53" E A DISTANCE OF 50.99';
 THENCE S 00°30'43" W A DISTANCE OF 48.04';
 THENCE FOLLOWING A CURVE TO RIGHT WITH A CHORD BEARING
 OF S 07°32'41" W A CHORD LENGTH OF 258.34' AND A HAVING A
 RADIUS OF 1,055.00';
 THENCE S 14°34'38" W A DISTANCE OF 44.74';
 THENCE S 25°31'03" W A DISTANCE OF 52.69';
 THENCE S 14°34'38" W A DISTANCE OF 281.55';
 THENCE FOLLOWING A CURVE TO LEFT WITH A CHORD BEARING OF
 S 07°44'20" W A CHORD LENGTH OF 227.42' AND A HAVING A RADIUS
 OF 955.00';
 THENCE S 00°54'02" W A DISTANCE OF 79.75';
 THENCE S 04°48'37" E A DISTANCE OF 100.50';
 THENCE S 00°54'02" W A DISTANCE OF 101.67';
 THENCE S 44°05'58" E A DISTANCE OF 96.37';
 THENCE N 89°06'44" W A DISTANCE OF 256.35'; BACK TO THE POINT OF
 BEGINNING

WHEREAS, said property is currently zoned as I-1 (Industrial-1) by Calcasieu Parish
 Police Jury; and

WHEREAS, said property shall be zoned Commercial District.

WHEREAS, this resolution shall become effective upon the following items being completed:

1. Replacement of the damaged bypass valve
2. Removal of temporary submersible pump and piping running out to the manhole
3. Removal of unnecessary angle iron blocking the suction inlets
4. Ensuring that all flanges inside the wet well are secure with no leaks on suction or discharge
5. Participation in costs up to 50%, to procure and install an approved enclosure.
6. Participation in costs up to 50%, to procure and install a SCADA system compatible with the City's current infrastructure.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, that they do hereby accept petition from Sealy-Ratcliff Swisco Road, LLC (upon above items being satisfied) for the annexation of the following lots/tract located on the west side of Calcasieu Industrial Drive – Lots U, T1, R, Q, P-1, N-1, M-1 and Tract M-2.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this ____
day of _____, 2022.

MANDY THOMAS, Chairman

ATTEST

ARLENE BLANCHARD, Council Clerk

Punch List

Arlene Blanchard

From: Cory Murnane
Sent: Thursday, June 16, 2022 1:06 PM
To: Mike Danahay; Austin Abrahams; Arlene Blanchard
Cc: Chad Bynum
Subject: Calcasieu Industrial park

All,

I went and met with Trough plumbing at the Calcasieu Industrial Park lift station this morning. They were contracted by Ratclif Construction to perform the items that we had found and discussed with the station. Trough is working up the price and will be sending it to Ratclif for the following items.

Replacement of the damaged bypass valve
Removal of temporary submersible pump and piping running out to the manhole
Removal of unnecessary angle iron blocking the suction inlets
Ensuring that all flanges inside the wet well are secure with no leaks on suction or discharge

I was asked to forward this information on to you all. Trough said that they will notify me when work is to begin.

Cory Murnane
Assistant Supervisor
Wastewater Plant
337-527-4584 office
337-8825405 fax



Also,
Building enclosure - City's share approx. \$12,500
Scada upgrade (?)

PETITION FOR ANNEXATION OF PROPERTY INTO THE CITY OF SULPHUR, LOUISIANA

1. SEALY-RATCLIFF SWISCO RD., L.L.C., a Louisiana limited liability company
FULL NAME, INCLUDING MAIDEN NAME
2. 333 Texas Street, Suite 1050, Shreveport, LA 71101
CONTACT ADDRESS

(318) 787-6816 (Gregg Thompson)
CONTACT TELEPHONE
3. gregg.thompson@ratcliffdevelopment.com
EMAIL ADDRESS
4. Undeveloped Lots on Calcasieu Industrial Drive
ADDRESS OF PROPERTY PROPOSED FOR ANNEXATION
5. STATUS: (CHECK AS MANY AS APPLY)

☒ I OWN THE PROPERTY PROPOSED FOR ANNEXATION (THE ADDRESS IN NUMBER 4 ABOVE)

☐ I RESIDE AT THE ADDRESS OF THE PROPERTY PROPOSED FOR ANNEXATION (THE ADDRESS IN NUMBER 4 ABOVE)

☐ I AM REGISTERED TO VOTE AT THE ADDRESS OF THE PROPERTY PROPOSED FOR ANNEXATION (THE ADDRESS IN NUMBER 4 ABOVE)

☒ COMPLETE SURVEY OF PROPERTY TO BE ANNEXED IS ATTACHED
6. FULL NAMES OF ALL REGISTERED VOTERS IN YOUR HOUSEHOLD (if applicable)

7. VOTING LOCATION (SCHOOL NAME, FIRE STATION NUMBER, ETC.) (if applicable)

8. ~~Light Industrial~~ **Commercial**

HOW DO YOU WISH ANNEXED PROPERTY TO BE ZONED

9. ATTACHED ARE COPIES OF THE SUBDIVISION PLATS OF THE PROPERTY TO BE ANNEXED CERTIFIED BY A SURVEYOR AND FILED IN THE PUBLIC RECORDS OF CALCASIEU PARISH, LOUISIANA:

EXHIBIT A - plat prepared by Colby C. Buller, PLS of Monceaux Buller & Associates, LLC, entitled "Calcasieu Industrial Park Subdivision Unit II, Lots R, Q, P, N, N-1, M, M-1 & TRACT M-2", dated July 7, 2018 and filed on September 25, 2018 under Clerk's File Number 3331135

EXHIBIT B - a plat prepared by Colby C. Buller, PLS of Monceaux Buller & Associates, LLC entitled "Calcasieu Industrial Park Subdivision - Lots N-2 & P-1 - Being a Re-Subdivision of Lots N & P of Calcasieu Industrial Park Subdivision Unit II - Located in the S ½ SE ¼ Section 1, T10S-R10W, Calcasieu Parish, Louisiana", dated July 16, 2019 and filed on August 1, 2019 under Clerk's File Number 3362490

EXHIBIT C - a plat prepared by Colby C. Buller, PLS of Monceaux Buller & Associates, LLC entitled "Calcasieu Industrial Park Subdivision - Lots S-1 & T-1 - Being a Re-Subdivision of Lots S & T of Calcasieu Industrial Park Subdivision Unit II - Located in the S ½ SE ¼ Section 1, T10S-R10W, Calcasieu Parish, Louisiana", dated May 14, 2019 and filed on June 4, 2019 under Clerk's File Number 3355582

10. DESCRIPTION OF GENERAL AREA TO BE ANNEXED

see attached description

~~Lots M-1, M-2, N-1, P-1, Q, T-1 and U of a resubdivision of the Calcasieu Industrial Park Subdivision, Unit II, Lots R, Q, P, N, N-1, M, M-1 & Tract M-2, a subdivision situated in the Parish of Calcasieu, State of Louisiana as per plat prepared by Colby C. Buller, PLS of Monceaux Buller & Associates, LLC, dated July 7, 2018 and filed on September 25, 2018 under Clerk's File Number 3331135, as amended by plat prepared by Colby C. Buller, PLS of Monceaux Buller & Associates, LLC entitled "Calcasieu Industrial Park Subdivision - Lots N-2 & P-1 - Being a Re-Subdivision of Lots N & P of Calcasieu Industrial Park Subdivision Unit II - Located in the S ½ SE ¼ Section 1, T10S-R10W, Calcasieu Parish, Louisiana", dated July 16, 2019 and filed on August 1, 2019 under Clerk's File Number 3362490, records of Calcasieu Parish, Louisiana~~

I HEREBY PETITION TO HAVE THE PROPERTY OWNED AND/OR OCCUPIED BY ME TO BE ANNEXED INTO THE CITY OF SULPHUR, LOUISIANA.

SIGNATURE(S):

SEALY-RATCLIFF/SWISCO RD., L.L.C.

By: 

ANNEXATION LEGAL DESCRIPTION

Calcasieu Industrial Drive and Certain Lots
in Calcasieu Industrial Park West of Calcasieu Industrial Drive

Lots M-1, N-1, Q and R and Tract M-2 - as per the subdivision plat of Calcasieu Industrial Park Unit II prepared by Colby C. Buller, dated July 17, 2018 and filed under Clerk's File No. 3331135, records of Calcasieu Parish, Louisiana.

Lot P-1 - as per the re-subdivision plat of Lots N and P Calcasieu Industrial Park Unit II prepared by Colby C. Buller, dated July 16, 2019 and filed under Clerk's File No. 3362490, records of Calcasieu Parish, Louisiana.

Lot U - as per the subdivision plat of Calcasieu Industrial Park Unit I Phase II prepared by Colby C. Buller, dated April 12, 2017 and filed under Clerk's File No. 3276864, records of Calcasieu Parish, Louisiana.

Lot T-1 - as per the re-subdivision plat of Lots S and T Calcasieu Industrial Park Unit I Phase II prepared by Colby C. Buller, dated May 14, 2019 and filed under Clerk's File No. 3355582, records of Calcasieu Parish, Louisiana.

Calcasieu Industrial Drive - as per the following subdivision plats prepared by Colby C. Buller and filed in the records of Calcasieu Parish, Louisiana:

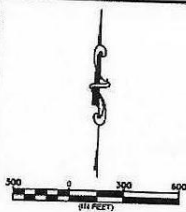
- Clerk's File No. 3276864 - Calcasieu Industrial Park Unit I Lots S, T, U
- Clerk's File No. 3331135 - Calcasieu Industrial Park Unit II Lots R, Q, P, N, N-1, M and M-1 and TRACT M-2

And more fully described as:

A certain tract of land located in the S $\frac{1}{2}$, SE $\frac{1}{4}$ Section 1 & NW $\frac{1}{4}$, NE $\frac{1}{4}$, Section 12, Township 10 South, Range 10 West, Calcasieu Parish, Louisiana, and containing 8.30 acres more or less, and being the Right-of-Way for Calcasieu Industrial Drive as shown on Subdivision Plat for Calcasieu Industrial Park, Unit I, Phase I by Colby C. Buller, P.E., P.L.S. dated February 9, 2016 & Subdivision Plat for Calcasieu Industrial Park, Unit II by Colby C. Buller, P.E., P.L.S. dated July 17, 2018 and being more particularly described as follows:

Commencing at the NW corner of the NW $\frac{1}{4}$, NE $\frac{1}{4}$, Section 12, T10S-R10W;
Thence Proceed S $01^{\circ}23'45''$ W a distance of 1,331.46';
Thence S $89^{\circ}06'44''$ E a distance of 386.44'; to the Point of Beginning
Thence N $45^{\circ}53'55''$ E a distance of 96.45';
Thence N $00^{\circ}54'02''$ E a distance of 101.67';
Thence N $12^{\circ}12'37''$ E a distance of 101.98';
Thence N $00^{\circ}54'02''$ E a distance of 79.75';

Thence following a curve to the right with a chord bearing of N 07°44'20" E a chord length of 248.86' and having a radius of 1,045.00';
Thence N 14°34'38" E a distance of 378.02';
Thence following a curve to the left with a chord bearing of N 07°32'41" E a chord length of 233.85' and having a radius of 955.00';
Thence N 00°30'43" E a distance of 104.84';
Thence N 00°31'49" E a distance of 545.64';
Thence S 89°28'11" E a distance of 90.00';
Thence S 44°28'11" E a distance of 88.71';
Thence S 89°28'11" E a distance of 638.47';
Thence N 76°57'57" E a distance of 202.33';
Thence following a curve to left with a chord bearing of N 62°10'44" E a chord length of 30.97' and a having a radius of 455.00';
Thence N 60°13'44" E a distance of 889.99' to the Right of Way of Interstate 10;
Thence following said Right of Way S 89°29'18" E a distance of 178.48';
Thence following said Right of Way S 60°13'44" W a distance of 1,044.11';
Thence following a curve to right with a chord bearing of S 75°22'47" W a chord length of 284.88' and a having a radius of 545.00';
Thence N 89°28'11" W a distance of 632.84';
Thence S 45°31'49" W a distance of 88.71';
Thence S 00°31'49" W a distance of 330.80';
Thence S 00°30'43" W a distance of 6.16';
Thence S 10°47'53" E a distance of 50.99';
Thence S 00°30'43" W a distance of 48.04';
Thence following a curve to right with a chord bearing of S 07°32'41" W a chord length of 258.34' and a having a radius of 1,055.00';
Thence S 14°34'38" W a distance of 44.74';
Thence S 25°31'03" W a distance of 52.69';
Thence S 14°34'38" W a distance of 281.55';
Thence following a curve to left with a chord bearing of S 07°44'20" W a chord length of 227.42' and a having a radius of 955.00';
Thence S 00°54'02" W a distance of 79.75';
Thence S 04°48'37" E a distance of 100.50';
Thence S 00°54'02" W a distance of 101.67';
Thence S 44°05'58" E a distance of 96.37';
Thence N 89°06'44" W a distance of 256.35'; back to the Point of Beginning.



ANNEXATION MAP
LOTS M-1, N-1, P-1, Q, R, T1, U & TRACT M-2
CALCASIEU INDUSTRIAL PARK
SUBDIVISION UNITS I & II
LOCATED IN THE S½SE¼ SECTION 1 & NW¼NE¼ SECTION 12,
T10S-R10W, CALCASIEU PARISH, LOUISIANA



REFERENCE PLATS:

SUBDIVISION PLAT FOR CALCASIEU INDUSTRIAL PARK UNIT I
PHASE II BY COLBY C. BULLER DATED APRIL 12, 2017.

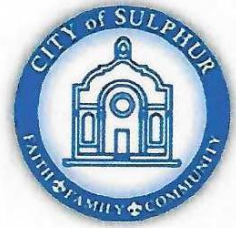
SUBDIVISION PLAT FOR CALCASIEU INDUSTRIAL PARK UNIT II
BY COLBY C. BULLER DATED JULY 17, 2018.

RESUBDIVISION PLAT FOR LOTS S & T BY COLBY C. BULLER
DATED MAY 14, 2019.

RESUBDIVISION PLAT FOR LOTS N & P BY COLBY C. BULLER
DATED JULY 16, 2019.




FOR: BEATY-RATCLIFF ENGINEERING, LLC	DATE: 06/18/21	Monceaux Buller & Associates, LLC civil engineers & land surveyors 810 Deane Street, Alexandria, LA 71301 Tel: 518-442-8488 Fax: 518-442-8799
AT REQUEST: NAME	SHEET NO: 01	



Memo

To: Land Use Commissioners

From: Austin Abrahams
Director of Public Works 

cc: Arlene Blanchard, Mayor Mike Danahay

Date: June 9, 2022

Re: 3. Resolution accepting petition for annexation from Sealy-Ratcliff Swisco Road, LLC, for the following lots/tract located on the west side of Calcasieu Industrial Drive – Lots U, T1, R, Q, P-1, N-1, M-1 and Tract M-2.

Application:

Applicant is petitioning for annexation of certain lots/tract located on the west side of Calcasieu Industrial Drive.

Lots referenced on the petition are shaded red in the image.

The city is in coordination to develop an inspection report for the sanitary sewer lift station which has significant deficiencies. The complete sewer transport infrastructure has not been inspected.

City participation in infrastructure improvement costs was not requested as part of the petition.

Currently, CPPJ has this property zoned for Light Industrial Land Use.



The petition requested the land use classification be assigned to Commercial District.

Recommendation:

A recommendation for acceptance of this petition cannot be made.

It is recommended that the sanitary sewer piping be inspected, and lift station deficiencies addressed prior to acceptance.



ORDINANCE NO. _____, M-C SERIES

ORDINANCE AMENDING APPENDIX B, ARTICLE III, PART 1, SECTION 1
(1) OF THE CODE OF ORDINANCES OF THE CITY OF SULPHUR –
MEMBERSHIP OF LAND USE AND PLANNING COMMISSION.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Appendix B, Article III, Part 1, Section 1 (1) of the Code of Ordinances of the City of Sulphur – Membership of Land Use and Planning Commission to read as follows:

Appendix B, Article III, Part 1

Sec. 1-1. Land Use and Planning Commission.

(1) Membership.

- (a) The Land Use Planning Commission of the City of Sulphur shall be appointed by the Sulphur City Council. This commission shall consist of (5) five members with each Councilman appointing (1) one person from their district. These terms shall run concurrent with **the appointing Sulphur City Council member's term with a new appointment to be made following the commencement of a new term by a newly elected council member.**

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

BE IT FURTHER ORDAINED that this Ordinance shall be given effect for any current council members to make appointments if that council member's term had not commenced at the time of the current appointment.

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this ____ day of
_____, 2022.

MANDY THOMAS, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2022, 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 _____, 2022,
the foregoing ordinance which has been
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk