



REGULAR CITY COUNCIL MEETING

September 05, 2023 at 5:30 PM

Council Meeting Room, 101 North State Street,
Abbeville, Louisiana 70510

AGENDA

NOTICE POSTED: September 1, 2023 at 4:00 P.M.

REGULAR ORDER OF BUSINESS

Call to Order by Mayor
Roll Call by Kathy Faulk
Prayer
Pledge

PUBLIC COMMENTS

(To allow comments on any of the following items prior to action.)

PERSONNEL

1. To ratify the hiring of personnel to the Abbeville Police Department.
2. To approve the annual 2% pay increase for the unclassified position of Administrative Assistant to the City Council.

APPROVAL OF THE MINUTES

1. To approve the minutes from the August 1, 2023 and the August 15, 2023 regular City Council meetings.

NEW BUSINESS

1. Uniquely You Event to be held at A. A. Comeaux Park on September 9, 2023.
2. Discussion and possible action pertaining to the Cleanup Day scheduled for October 28, 2023.
3. To move forward with video recording of City Council meetings and posting online.
4. To authorize the Mayor to sign all documents relative to the Cooperative Endeavor Agreement pertaining to Act 397 of the 2023 Regular Legislative Session. The Cooperative endeavor agreement is for a line item appropriation in the amount of \$750,000 to overlay of a portion of North St. Charles and North State Street.
5. To approve a resolution authorizing the Mayor to execute all agreements with the Louisiana DOTD relative to the AWOS III P/T Replacement Project.
6. To adopt a resolution authorizing the Mayor to execute Quitclaim deed transferring lots 40, 41 and 42 on Greene Street to United Way of Acadiana.
7. To adopt a resolution authorizing the Mayor to execute lease with landowners Curtis Montet and Loretta Broussard for lease of land for the non-directional beacon for the Abbeville Chris Crusta Memorial Airport.
8. To award the contract for electric distribution emergency services for one year.
9. To surplus Unit 348, a 1998 International bucket truck in the Electrical Department, Unit 622, a 2017 Dodge 350 truck in the Water Department and Unit 510, a DitchWitch boring machine in the Water Department - Chris Gautreaux.

OLD BUSINESS

1. None.

DEPARTMENTAL REPORTS AND UPDATES

1. Engineers
2. Attorney
3. Public Works Director
4. Parks and Recreation Coordinator

5. Mayor
6. Police Chief
7. Fire Chief

TOPICS FOR DISCUSSION

1. Council Members

ADJOURN

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact Mayor Roslyn White's office at 337-893-8550, describing the assistance that is necessary.

The Mayor and Council of the City of Abbeville met in regular session on August 1, 2023 at 5:30 P.M., at the regular meeting place, the Council Meeting Room, located at 101 North State Street, Abbeville, Louisiana, with the Honorable Roslyn R. White, Mayor, presiding.

Members Present: Council Members, Carlton Campbell, Terry Broussard, Brady Broussard, Jr. and Tony Hardy

Members Absent: Councilman Francis Touchet, Jr.

Also, Present: Bart Broussard, City Attorney
Mike Hardy, Police Chief
Jude Mire, Fire Chief
Chris Gautreaux, Director of Public Works & Parks
Sarah Alpough, Director of Revenue and Permits
Cristian LeJeune, Digital Media Assistant
Bryan Fisher, Code Enforcement Officer
Theresa Trahan, Public Works employee
Gene Sellers, Engineer
Kim Touchet, Engineer
Byron Dozier, Parks and Recreation Coordinator, QSA
Kelly Smith, Louisiana Department of Health & Hospitals
Warren Abadie, Lafayette Consolidated Government

Mayor White called the meeting to order and requested a roll call. She then asked Councilman Brady Broussard, Jr. to lead those assembled in prayer. Mayor White asked Chief Mike Hardy to lead the assembly in the Pledge of Allegiance.

Mayor White asked if there were any comments from the public on any agenda item prior to action. There were none.

-01 introduced by Mr. Tony Hardy and seconded by Mr. Brady Broussard, Jr. to ratify the appointment of Mr. Bryan Fisher to the unclassified position of Code Enforcement Officer at a beginning annual salary of \$40,000. Mr. Fisher will begin on August 17, 2023. The motion carried unanimously.

-02 introduced by Ms. Terry Broussard and seconded by Mr. Carlton Campbell to approve the minutes from the July 18, 2023 Committee Meeting and regular City Council meeting. The motion carried unanimously.

Mayor White began a discussion pertaining to open air markets. She has received two requests for open air markets on private property. The first request came from Mr. Young on Charity and the other request came from Mr. Baudoin at the old Stine's parking lot. These types of activities fall under the jurisdiction of Louisiana Health and Hospitals. We have met a few times with Kelly Smith with LDHH regarding this. Councilman Hardy stated that he received a phone call last week about this. He feels like if we make all the food trucks go through the board of health then he needed this to be brought before the City Council since it is similar. Mr. Gerard Baudoin stated that he submitted an application for a permit for a Farmers and Artisans Market. He would like to hold that weekly. He was told that, because of the recommendation of the Board

of Health, the City only allows one Farmers Market once a month. He also spoke to Ms. Kelly. She said that because of the risk to the City, because of food being served, she recommended to the City that the Farmers Market only be allowed once a month. He currently holds three permits with LDHH so he understands the need for food safety. He doesn't really want the Farmers Market to sell food. The only food sold would be from permitted food trucks. Mayor White stated then what you really want is a Food Truck Lot. Mr. Baudoin has also been working on a Food Truck Lot permit. Mr. Baudoin stated that he is working with Mr. Chris Gautreaux for the Food Truck Lot but he wants both the Food Truck lot and the Farmers Market on a weekly basis. Mayor White stated that the City of Abbeville holds the Farmers Market on public property. That is hosted by a group of volunteers once a month. That is why this is different since Mr. Baudoin is wanting to do this one on private property. Ms. Kelly Smith stated that if you sell fruits and vegetables that you grow at home, you can sell those without a permit, as long as they are unprocessed. That is the State law. If you are processing them, that is totally different. If you are purchasing the fruit and vegetables from someone else to sell that is different too. Both of those require a permit. A produce permit is not the same as a food truck permit. It is not as stringent as a food truck permit. Mr. Baudoin stated that he has not yet turned in his food truck lot permit application but will do so once he gets things situated with Chris as far as electricity. He has to have that for the food truck lot but, right now, he would just like to begin the Farmers Market. Mayor White stated that there is a state law about low-risk foods. Certain products can be sold without a license and they don't fall under the Board of Health or City permitting. A tart lady that bakes tarts at home would need to be permitted through LDHH. Mr. Baudoin stated that he would only allow vendors permitted through the Board of Health. He is very interested in also having artisans that make crafts. Mayor White asked about the restroom requirements. Ms. Kelly Smith stated that the City's engineers would have to decide how many restrooms would be required. LDHH requires that the employees of a food truck have a place to wash their hands on the food truck. Mr. Kim Touchet stated that they would have to submit plans to him and they would make the recommendation regarding restrooms. He would need the plan and the layout of the lot. Mayor White asked Mr. Baudoin and Mr. Young to submit their plans to the Tax Department. Action will be taken at a later meeting when the plans have been submitted and reviewed and the permitting process is in place since this request for a Farmers Market is on private property and our permitting process, we have in place right now, is for a Farmers Market on public property.

-03 introduced by Mr. Tony Hardy and seconded by Ms. Terry Broussard to approve the renewal of life insurance from The Hartford effective September 1, 2023. The motion carried unanimously.

-04 introduced by Mr. Tony Hardy and seconded by Mr. Carlton Campbell to award the contract for the New Fishing Pier and Wharf Project at LaFitte Drive-In Park to Southern Constructors with a change order to reduce the project scope to be within the budgeted funds, contingent upon approval from the Office of Community Development. The motion carried unanimously.

-05 introduced by Mr. Brady Broussard, Jr. and seconded by Mr. Tony Hardy to table the request to approve payment of partial payment number 6 (final) for the release of retainage with a punch payable to Southern Constructors relative to the Abbeville Streetscaping Project since the paperwork is not yet ready. The motion carried unanimously.

-06 introduced by Mr. Brady Broussard, Jr. and seconded by Mr. Tony Hardy to authorize the Mayor to execute a contract with Minvielle & Associates for grant administrative consulting services relative to the line item appropriation of Act 397 of the 2023 Regular Legislative Session of the Louisiana Legislature in the amount of \$750,000 to the City of Abbeville allocated

to Highway 82(North State Street and North St. Charles Street). The motion carried unanimously.

-07 introduced by Mr. Carlton Campbell and seconded by Mr. Tony Hardy to authorize the Mayor to execute a contract with Minvielle & Associates for ongoing grant applications and consultant services on an as need basis. The motion carried unanimously.

-08 introduced by Mr. Tony Hardy and seconded by Ms. Terry Broussard to ratify payment of the invoice from Ray Chevrolet in the amount of \$9,025.98 to repair Unit 599 in the Police Department. The unit needed a remanufactured engine and two new batteries. The motion carried unanimously.

-09 introduced by Mr. Tony Hardy and seconded by Mr. Brady Broussard, Jr. to authorize the replacement of the #2 effluent backwash valve and controller at the Water Treatment Plant at a cost of approximately \$25,000. The motion carried unanimously.

-10 introduced by Mr. Tony Hardy and seconded by Mr. Brady Broussard, Jr. to authorize the Mayor to move forward with the acquisition of a vehicle for the new Code Enforcement Officer. The motion carried unanimously.

Mayor White began a discussion pertaining to the utilization of an online bidding system to assist with lawn and grounds maintenance within the City of Abbeville. Lafayette Consolidated Government utilizes a software system called Go Mow. They have shared that software with us. We would utilize this to accept bids to maintain grass on public and private property. It is our recommendation to do the public grass cutting bids on an annual basis although we can award it on a per cut basis. She introduced Mr. Warren Abadie who created the software. Mr. Abadie stated that it breaks down barriers for those who want to cut grass but feel like the government process is too cumbersome. You register as a vendor with the proper insurance on the system and you receive access to the software. It manages every piece of grass cutting procurement. The City would upload the map and specifications for the property that they have to cut. The contractor logs in and the property goes up for bid and the bidding is open. Everyone can see how much the winning price is and the contractor can decide if he wants to beat that price or not. If someone bids too close to the closing of the bid, the bid time is automatically extended. That way they can't undercut each other. It manages who has what bid and it manages multiple contracts. It makes the contractor upload pictures to insure they did the work they said they were going to do. It is being used in Lafayette, Ascension Parish and Livingston successfully. Mayor White stated that Chris and Theresa have been granted access to the software. Chris stated that it would help the small grass cutting contractors. If the Council agrees to move forward with this software, they would have a workshop to introduce the program to the contractors. Theresa stated that the program does everything for you. You map it, show the specifications necessary, they can check it out and then bid on it. If you bid, you have to bid at least \$10 less than the previous bid. It is a very easy program to understand and use. Mayor White stated that we can also authorize when to cut it. We can also bid out multiple cuts. We can also send a notification of when the parcel needs to be cut. Our current ordinance reads, and that comes from State law, that the landowner is responsible for maintaining their grass, even if there is a sidewalk, up to the road. Sometime in the history of the City, we have gotten into the habit of cutting whole roads and maintaining those roads. Part of this process, will have to be going back to what our ordinance says and educating people by telling them that they need to be maintaining the grass. We shouldn't be cutting an entire street. We can cancel the contract at any time if we are not satisfied. Using this, we should be able to get the best price and will allow us to hire more vendors. Councilwoman Broussard

stated that she would like to review the information presented tonight prior to making a decision.

-11 introduced by Ms. Terry Broussard and seconded by Mr. Carlton Campbell to table any action until the next meeting to move forward with utilizing an online bidding system to assist with lawn and ground maintenance within the City of Abbeville so that the Council Members can review the information presented tonight. The motion carried unanimously.

Chris Gautreaux, Public Works Director, stated that the Splash Pad will only be open on weekends beginning August 10, 2023. They will order the parts for the Water Treatment Plant and he discussed the UVA system at the Wastewater Treatment Plant.

Byron Dozier, Parks and Recreation Coordinator for QSA, stated that soccer and flag football registration is now open. He also distributed a field usage report for February 2023 through July 2023.

Mayor Roslyn White showed the First Year Video, Imagine Abbeville, created by Austin Bellaire.

Cristian LeJeune, Digital Media Assistant, discussed the Facebook and Instagram stats since she began posting to those. She has also been doing videos on Tiktok.

Councilman Brady Broussard, Jr. asked Chris Gautreaux to have political signs on public property removed.

There being no further business to discuss, Mayor White declared this meeting adjourned.

ATTEST:

APPROVE:

Kathleen S. Faulk
Secretary-Treasurer

Roslyn R. White
Mayor

The Mayor and Council of the City of Abbeville met in regular session on August 15, 2023 at 5:30 P.M., at the regular meeting place, the Council Meeting Room, located at 101 North State Street, Abbeville, Louisiana, with the Honorable Roslyn R. White, Mayor, presiding.

Members Present: Council Members, Carlton Campbell, Terry Broussard, Brady Broussard, Jr., Francis Touchet, Jr. and Tony Hardy

Members Absent: None

Also, Present: Bart Broussard, City Attorney
Mike Hardy, Police Chief
Jude Mire, Fire Chief
Chris Gautreaux, Director of Public Works & Parks
Stewart Head, Electrical Superintendent
Sarah Alpough, Director of Revenue and Permits
Cristian LeJeune, Digital Media Assistant
Bryan Fisher, Code Enforcement Officer
Willie Leger, Street Maintenance Department Foreman
Gene Sellers, Engineer
Diane Meaux Broussard, Vermilion Parish Clerk of Court
Warren Abadie, Lafayette Consolidated Government

Mayor White called the meeting to order and requested a roll call. She then asked Councilman Carlton Campbell to lead those assembled in prayer. Mayor White asked Mrs. Diane Meaux Broussard to lead the assembly in the Pledge of Allegiance.

Mayor White asked if there were any comments from the public on any agenda item prior to action. There were none.

-01 introduced by Mr. Francis Touchet, Jr. and seconded by Mr. Carlton Campbell to ratify the appointment of William Braly, Jr. to the position of Police Office with the Abbeville Police Department pending successful completion of all post-hire assessments. The motion carried unanimously.

-02 introduced by Mr. Tony Hardy and seconded by Ms. Terry Broussard to accept the resignation of Nicholas Witt from the Abbeville Fire Department effective August 11, 2023. The motion carried unanimously.

Mrs. Diane Meaux Broussard explained the new eClerks Alert System that is available for free of charge through the Clerk of Court's office. It is a personalized monitoring system for land records across Louisiana parishes.

-03 introduced by Mr. Tony Hardy and seconded by Ms. Terry Broussard to approve the minutes from the July 25, 2023 special City Council meeting. The motion carried unanimously.

-04 introduced by Mr. Tony Hardy and seconded by Mr. Francis Touchet, Jr. to ratify bills paid in the month of July 2023. The motion carried unanimously.

-05 introduced by Mr. Brady Broussard, Jr. and seconded by Ms. Terry Broussard to approve the budget to actual report for the month of July 2023. The motion carried unanimously.

Ms. Elizabeth Bertrand appeared as the representative of 210 Alleman Street. The property was cited for a dilapidated mobile home. Ms. Bertrand stated that they were going to demolish the mobile home.

-06 introduced by Ms. Terry Broussard and seconded by Mr. Carlton Campbell to condemn the mobile home located at 210 Alleman Street and allow the owner to demolish it. The motion carried unanimously.

Ms. Elizabeth Bertrand appeared as the representative of 220 Alleman Street. The property was cited for a dilapidated structure. Ms. Bertrand stated that that are going to demolish the structure.

-07 introduced by Ms. Terry Broussard and seconded by Mr. Brady Broussard, Jr. to condemn the structure located at 220 Alleman Street and allow the owner to demolish it. The motion carried unanimously.

Ms. Brenda Marcombe appeared to represent the property located at 410 Chevis. The property was cited for a dilapidated mobile home. Ms. Marcombe wanted to try to fix up the mobile home in order to rent it. Mr. Chris Gautreaux stated that the structure cannot be salvaged and needs to be demolished. Ms. Marcombe asked for 60 to 90 days to make the necessary repairs to bring it up to code.

-08 introduced by Mr. Tony Hardy and seconded by Mr. Brady Broussard, Jr. to condemn the mobile home located at 410 Chevis and grant the owner a 30-day extension and there needs to be a lot of progress made to the mobile home or the City will have it demolished. The motion carried unanimously.

-09 introduced by Mr. Brady Broussard, Jr. and seconded by Mr. Francis Touchet, Jr. to table any action to award the contract for electric distribution emergency service for one year since no recommendation had yet been received from the engineer. The motion carried unanimously.

-10 introduced by Ms. Terry Broussard and seconded by Mr. Carlton Campbell to approve the quote from Solscapes in the amount of \$12,340.00 per week to trim trees from high powered electrical lines, to authorize them to work for four weeks and to pay the expense from the Utility System Fund Reserve Account. The motion carried unanimously.

Campbell/B. Broussard
Resolution R23-24

A resolution authorizing the Mayor to execute a servitude/easement agreement with the property owner, Libby LeBlanc, to provide utilities from the City of Abbeville to said property.

The motion carried unanimously.

-11 introduced by Mr. Francis Touchet, Jr. and seconded by Mr. Tony Hardy to authorize the Mayor to execute all documents in order to rent a skid steer with attachments. The equipment is on State contract. The motion carried unanimously.

-12 introduced by Mr. Francis Touchet, Jr. and seconded by Mr. Brady Broussard, Jr. to authorize the purchase of a trailer for the leased skid steer in the amount of \$9,212.00 and to pay the expense from the City Sales Tax Fund. The motion carried unanimously.

-13 introduced by Mr. Carlton Campbell and seconded by Ms. Terry Broussard to ratify the Mayor's execution and submittal of a Rural and Tribal Assistance Pilot Program grant for the Abbeville Public Transit Planning and Feasibility Study. The motion carried unanimously.

-14 introduced by Ms. Terry Broussard and seconded by Mr. Brady Broussard, Jr. to authorize the Mayor to complete the Governor's Office of Homeland Security and Emergency Preparedness form pertaining to the temporary housing and shelter assistance program. The motion carried unanimously.

-15 introduced by Mr. Brady Broussard, Jr. and seconded by Mr. Tony Hardy to authorize the Mayor to execute the contract with Sellers & Associates for Phase I-Segment 1 and Phase II-Segment 3 of the Abbeville Road Transfer Program. The motion carried unanimously.

-16 introduced by Mr. Brady Broussard, Jr. and seconded by Mr. Tony Hardy to approve payment of estimate for partial payment number 6 (final) in the amount of \$59,919.25 payable to Southern Constructors, LLC for the Downtown Abbeville Streetscaping Project Phase II. The motion carried unanimously.

-17 introduced by Mr. Brady Broussard, Jr. and seconded by Ms. Terry Broussard to authorize advertisement for request for proposals for a wholesale power contract. The motion carried unanimously.

-18 introduced by Mr. Carlton Campbell and seconded by Mr. Brady Broussard, Jr. to authorize the Mayor to execute documentation to accept the Louisiana Walkability Action Institute (WAI) Grant in the amount of \$10,000. The motion carried unanimously.

-19 introduced by Mr. Brady Broussard, Jr. and seconded by Mr. Tony Hardy to authorize the Mayor to move forward with utilizing an online bidding system to assist with lawn and grounds maintenance within the City of Abbeville. The motion carried unanimously.

Mayor White reminded everyone that our ordinance states that property owners should be cutting their grass up to the road. The City should not be cutting the shoulder of entire streets. We need to stop that bad practice and follow our ordinance that is based on State law.

Gene Sellers, Engineer

- *We finally received the final payment from the State for the LaFitte Drive-In Park Walking Trail project.*

Chris Gautreaux, Public Works Director

- *The post tension released itself at the tennis court. The contractor is in the process of repairing the concrete free of charge.*
- *Was contacted by a company that has a new product that you spray on turf to preserve it. They would like to use Abbeville as a pilot. He will research it further and bring any information to Bart to review.*

Mayor Roslyn R. White

- *LSU AG has partnered with the City on our walkability implementation. They have purchased all the supplies for pop ups.*
- *Thanked Sellers and Associates and our legislators, especially Bob Hensgens and Ryan Bourriaque, because they got our project approved with the Water Sector program. We will receive Water Sector funds to do work at the Water Plant in the amount of \$2,345,000. The total project was submitted for \$3,307,000. We also received a \$500,000 grant from DRA for this project. The City match will be \$462,000 and we will pay that from ARPA funds.*
- *With the help of Acadiana Planning Commission the City will be working with DOTD since we were identified as a community in need of safety improvements due to vulnerable roadway safety data.*
- *Travion Moore, an apprentice lineman in the electrical department has tendered his resignation.*

Councilman Brady Broussard, Jr.

- *Stated that he has been contacted by parents of Abbeville High School and they are asking for a school resource officer. There is a student in the hospital and there are fights daily. The parents are fearful. Can we find a lower ranked officer to be an SRO at that school? Chief Hardy stated that he is in the process of working on that. He is working on it but he doesn't know how fast it can be done with the personnel he has now. He is hoping to put a post-certified officer there in the next two to three weeks. They are providing officers there every day. The officers made the arrest pertaining to the fighting that happened yesterday. He is speaking with the principal daily.*
- *There is a Famers Market this Saturday in Magdalen Square.*

There being no further business to discuss, Mayor White declared this meeting adjourned.

ATTEST:

APPROVE:

Kathleen S. Faulk
Secretary-Treasurer

Roslyn W. White
Mayor

Contact Sheet

Act 397 of 2023 Regular Legislative Session

Please complete all sections:

Legal Name of Entity: City of Abbeville

Authorized Person: Roslyn R. White

Contact Person, if different: Kathleen S. Faulk

Telephone Number: 337-893-8550

Fax Number: 337-898-4298

Email Address: abbevilleclerk@cityofabbeville.net

Fed Tax ID#: 72-6000002

Physical Address: 101 North State Street

Mailing Address: P.O. Box 1707

Parish: Vermilion

Legal Status of Entity *: Municipality

* The legal status of the entity may be any of the following:

- Sole Proprietorship
- Partnership
- Limited Liability Company
- Municipality
- Local Governmental Authority
- Corporation
- Non-profit Corporation
- Non-Profit Religious Corporation

STATE OF LOUISIANA
COOPERATIVE ENDEAVOR AGREEMENT
(Line Item Appropriation)

THIS COOPERATIVE ENDEAVOR, is made and entered into by and between the Louisiana Department of the Treasury and the State of Louisiana, hereinafter referred to as “State” and/or “Agency” and the City of Abbeville officially domiciled at 101 North State Street, Abbeville, Louisiana 70511, hereinafter referred to as “Contracting Party”.

ARTICLE I

WITNESSETH:

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

1.2 WHEREAS, Acts of the 2023 Regular Legislative Session of the Louisiana Legislature, which was adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said Act 397 contains a line item appropriation within the Agency’s budget for the benefit of the City of Abbeville of which the sum of **SEVEN HUNDRED FIFTY THOUSAND & NO/100 (\$750,000.00) DOLLARS** has been allocated for this program/project, as set forth in the Attachment A Plan, which is attached to this Agreement and made a part hereof;

1.3 WHEREAS, the Agency desires to cooperate with the Contracting Party in the implementation of the project as hereinafter provided;

1.4 WHEREAS, the public purpose is described as: For upgrades to existing streets within the City of Abbeville;

1.5 WHEREAS, the Contracting Party has provided all required information in accordance with said Act of the 2023 Regular Legislative Session, if applicable and the Governor’s Executive Order JBE 2016 - 38 on accountability for line item appropriations; and is attached to this agreement and made part hereof by reference as “Attachment E.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE II
SCOPE OF SERVICES

2.1 The Contracting Party shall: Have an engineer design the street improvements and then procure a Contractor to upgrade existing streets within the City.

2.2 Deliverables: Resurface substandard roads in the City of Abbeville.

The Contracting Party will provide to the State written quarterly **Progress Reports (Attachment C)** outlining the Contracting Party's resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this Agreement and quarterly **Cost Reports (Attachment D)** which provide detailed cost information outlining the use of the above referenced appropriated funds. **Attachment C, Progress Report and Attachment D, Cost Report** are attached to this agreement and made part thereof by reference. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. These reports that are to be provided quarterly shall be due and delivered to the Agency on or before the 31st of October for the quarter ending September 30, the 31st day of January for the quarter ending December 31, the 30th day of April for the quarter ending March 31, and the 15th day July for the quarter ending June 30, there being no exceptions or waivers of this July reporting due date.

2.3 Budget: The **Budget** for this project is incorporated herein as **Attachment B** which is attached hereto and made a part hereof by reference and shows all anticipated revenues and expenditures provided by this cooperative endeavor. The **Budget** for this project shall not exceed the total sum of **SEVEN HUNDRED FIFTY THOUSAND & NO/100 (\$750,000.00) DOLLARS** which sum shall be inclusive of all costs or expenses to be paid by the State in connection with the services to be provided under this agreement. This is the total sum that has been appropriated by the State for this program/project. No state funds shall be paid for any one phase of this Agreement that exceeds the **Budget** attached as "Attachment B", without the **prior** approval of the State. **Attachment B Page 2 - Staffing Chart and Attachment B Page 3 - Schedule of Professional and Other Contracting Services** are also attached hereto and made a part hereof by reference, and shall be fully completed by the Contracting Party for attachment to and inclusion as a part of this Agreement.

2.4 Disclosure and Certification Statement(s): **Attachment E - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of the Contracting Party. Additionally, the Contracting Party shall attach to this **Attachment E**, where applicable, the following: a) a copy of the board resolution authorizing execution of this Agreement on behalf of the Contracting Party, or other written authorization for such execution that may be appropriate, as the case may be; and, b) a copy of a Certificate of "Good Standing" from the Secretary of State. Additionally, as to all sub-contracting, sub-recipient parties shown and identified in **Attachment B Page 3** and any attachments thereto, **Attachment E-1 - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of each such sub-contracting, sub-recipient party, and shall have attached thereto, where applicable, the same attachments required for the Contracting Party in a) and b) of this paragraph. For public or quasi-public entities which are recipients under Acts of the 2023 Regular Legislative Session and which are not budget units of the State, no funds shall be transferred unless said Contracting Party submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated use of the appropriation, an estimate of the duration of the project and a plan showing specific goal and objectives for the use of such funds, including measures of performance. This requirement will be met by Department of Treasury's submission of the approved budget (Attachment A and Attachment

B) to the Legislative Auditor. The Contracting Party shall provide written reports every quarter to the funding agency concerning the use of the funds and the specific goals and objectives for the use thereof.

2.5 The recipient assures that elected officials or their family members will not receive (directly or indirectly) any part of the funds awarded through this appropriation. State law defines “immediate family” as the term related to a public servant to mean children, the spouses of children, brothers and their spouses, sisters and their spouses, parents, spouse and the parents of a spouse. See R.S. 42:1101 et seq.

ARTICLE III **CONTRACT MONITOR**

3.1 The Contract Monitor for this Agreement is the Local Government Fund Management Division of the Department of the Treasury.

3.2 Monitoring Plan: During the term of this Agreement, the Contracting Party shall discuss with the State’s Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. The Contract Monitor shall review and analyze the Contracting Party’s Plan to ensure the Contracting Party’s compliance with the requirements of the Agreement.

The Contract Monitor shall also review and analyze the Contracting Party’s written, **Attachment C-Progress Report** and **Attachment D-Cost Report** and any work product for compliance with the Scope of Services; and shall

1. Compare the Reports to Goals/Results and Performance Measures outlined in this Agreement to determine the progress made;
2. Contact the Contracting Party to secure any missing deliverables;
3. Maintain telephone and/or e-mail contact with the Contracting Party on Agreement activity and, if necessary, make visits to the Contracting Party’s site in order to review the progress and completion of the Contracting Party’s services, to assure that performance goals are being achieved, and to verify information when needed.
4. Assure that expenditures or reimbursements requested in **Attachment D-Cost Report** are in compliance with the approved **Goals** in **Attachment A Plan**. The Contract Monitor shall coordinate with the Agency’s fiscal office for reimbursements to Contracting Party and shall contact the Contracting Party for further details, information for documentation when necessary.

Between required performance reporting dates, the Contracting Party shall inform the Contract Monitor of any problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. The Contracting Party’s disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Party, and any assistance which may be needed to resolve the situation.

ARTICLE IV
PAYMENT TERMS

4.1 Payment shall be made to the Contracting Party under the terms and conditions of one of the following plans (*Please check one*):

_____ **PLAN A:** Provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated.

_____ **PLAN B:** One initial payment limited to no more than 50% of the total line item appropriation shall be made to the Contracting Party in advance of services being performed **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan), and the Cooperative Endeavor Agreement is approved by the Office of State Procurement or other delegated authority. The balance of the appropriation will be paid provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. **Upon receipt of the 1st Quarter Progress and Cost Reports and approval thereof, the initial 50% payment will be applied and if such approved expenses exceed the initial payment, the difference will be forthcoming.**

_____ **PLAN C:** Payment of 100% of the line item appropriation shall be made to the Contracting Party in advance of purchasing equipment or other similar expenditures **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan) indicating that there is no other source of funding available to make the purchase to satisfy the goals and objectives of the project, and the Cooperative Endeavor Agreement is approved by the Office of State Procurement or other delegated authority.

4.2 Travel expenses, if any, shall be reimbursed only in the event that this Agreement provides for such reimbursement, such travel expenses are included in the Contracting Party's approved compensation, budget or allocated amount, and then only in accordance with Division of Administration Policy and Procedure Memorandum No. 49. Invoices and/or receipts for any pre-approved reimbursable expenses or travel expenses must be provided or attached to periodic invoices for reimbursement. If reimbursement is sought for meals, which under Memorandum No. 49 are based upon departure and return times and dates that are properly set forth on the State Travel Expense Report, the Contracting Party shall fully complete and submit such Travel Expense Report, attached hereto as **Attachment F**, in addition to all other required submissions, for such reimbursement.

4.3 Payments by the State under this Agreement will be allowed only for expenditures occurring between and including the dates of July 1, 2023 and June 30, 2024, and this project and all of the Contracting Party's services shall be completed by that date. Payment is contingent upon the availability

of sufficient collection of state sales tax revenues credited to the appropriate Fund and upon the approval of this Agreement by the Office of State Procurement or other delegated authority. Notwithstanding any provision hereof to the contrary, the Attachment C-Progress Report and Attachment D-Cost Report for any reporting period ending June 30, 2024, MUST, under all circumstances, be received by the Agency no later than July 15, 2024, in order for the Contracting Party to receive payment for reimbursement of expenses incurred and set forth herein.

Payments by the State under this Agreement will not be released or provided to the Contracting Party if, when, and long as, the Contracting Party fails or refuses to comply with the provisions of R.S. 24:513. No Contracting Party shall be considered to fail or refuse to comply with the provisions of R.S. 24:513 during any extension of time to comply granted by the legislative auditor to the Contracting Party.

4.4 The Contract Monitor shall monitor disbursements on a monthly basis. Under circumstances such that the recipient entity has not demonstrated substantial progress towards goals and objectives, based on established measures of performance, further disbursements shall be discontinued until substantial progress is demonstrated or the entity has justified, to the satisfaction of the Agency, reasons for the lack of progress. If the Agency determines that the recipient failed to use the Line Item Appropriation within the estimated duration of the project or failed to reasonably achieve its specific goals and objectives, without sufficient justification, the Agency shall demand that any unexpended funds be returned to the state treasury within 45 days of the demand unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. Likewise, if the Contracting Party defaults on the Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana it shall be required to repay the State within 45 days of the demand, unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. For public or quasi-public entities which are recipients under said Act of the 2023 Regular Legislative Session, the transferring Agency shall forward to the Legislative Auditor, the Division of Administration and the Joint Legislative Committee on the Budget a report showing specific data regarding compliance with this Section and collection of any unexpended funds. This report shall be submitted not later than May 1, 2024.

If the Contracting Party defaults on the agreement, breaches the terms of the agreement, or ceases to do business in Louisiana and does not return unexpended funds upon demand, the agreement shall be turned over to the Louisiana Department of Revenue, Office of Debt Recovery for collection purposes.

4.5 Taxes: The Contracting Party hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be the Contracting Party's obligation and identified under Federal tax identification number **72-6000002**.

ARTICLE V
TERMINATION FOR CAUSE

5.1 The State may terminate this agreement for cause based upon the failure of the Contracting Party to comply with the terms and/or conditions of the Agreement; provided that the State shall give the Contracting Party written notice specifying the Contracting Party's failure. If within thirty (30) days after receipt of such notice, the Contracting Party shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contracting Party in default and the Agreement shall terminate on the date specified in such notice. The Contracting Party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement; provided that the Contracting Party shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

ARTICLE VI
TERMINATION FOR CONVENIENCE

6.1 The State may terminate the agreement at any time by giving thirty (30) days written notice to the Contracting Party. Upon receipt of notice, the Contracting Party shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this agreement. The Contracting Party shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

ARTICLE VII
OWNERSHIP

7.1 All records, reports, documents and other material delivered or transmitted to the Contracting Party by the State shall remain the property of the State, and shall be returned by Contracting Party to the State, at the Contracting Party's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this agreement and/or obtained or prepared by the Contracting Party in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contracting Party to the State at Contracting Party's expense at termination or expiration of this agreement.

ARTICLE VIII
ASSIGNMENT

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

ARTICLE IX
FINANCIAL DISCLOSURE

9.1 Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the Contracting Party is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives. This evaluation shall be based upon the progress reports and cost reports as provided and certified by the Contracting Party under the requirements of this agreement, as well as any site visits that may be made under the provisions this agreement, to ensure effective achievement of the goals and objectives.

ARTICLE X
AUDITOR'S CLAUSE

10.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all records and accounts of the Contracting Party which relate to this Agreement.

10.2 The Contracting Party and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this agreement for a period of three years after the date of Treasury's acceptance of the final Cost and Progress Reports and documentation as required to be filed under Section 2.2 of the Agreement.

ARTICLE XI
AMENDMENTS IN WRITING

11.1 Any alteration, variation, modification, or waiver of provisions of this agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the Director of the Office of State Procurement, Division of Administration, or other delegated authority **prior to the alteration, variation, modification or waiver of any provision of this Agreement.** This agreement may not be amended after the expiration date.

ARTICLE XII
FISCAL FUNDING CLAUSE

12.1 The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

ARTICLE XIII
TERM OF CONTRACT

13.1 This Agreement shall begin on July 1, 2023 and shall terminate on June 30, 2024. Every effort should be made to complete the objectives of the agreement and incur approved expenses by June 30, 2024. There is no extension of the June 30, 2024 deadline without legislative action and approval.

ARTICLE XIV
DISCRIMINATION CLAUSE

14.1 The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contracting Party agrees not to discriminate in its employment practices, and will render services under this contract without regard to age, race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the ___ day of _____, 20____

WITNESSES:

DEPARTMENT OF THE TREASURY
STATE OF LOUISIANA

Agency Head or designee

Print Name and Title

THUS DONE AND SIGNED AT Abbeville, Louisiana on the ___ day, of August, 2023.

WITNESSES:

Contracting Party

Authorized Person

Roslyn R. White, Mayor
Print Name and Title

ATTACHMENT A - PLAN

2023 Regular Legislative Session Schedule 20

NAME OF CONTRACTING PARTY:

City of Abbeville

NAME AND BRIEF NARRATIVE OF PROGRAM:

Roads

Program Goals, Objectives, Expected Outcomes/Results Activities and Related Performance Measures (Duplicate pages as needed for each goal identified). What are the goals, objective(s), expected outcomes/results for this program: Indicate the goals/objectives for this program. Indicate the expected outcomes/results for each goal. Explain how each goal, objective, outcome/result is measured. Identify activities that will be implemented to achieve expected outcomes, the person(s) responsible for implementing the activity, and the expected completion date.

1. Program Goal (*Goals are the intended broad, long-term results. Goals are clear statements of the general end purposes toward which efforts are directed.*)
To resurface substandard streets in Abbeville.

2. Program Objective(s) (*Objectives are intermediate outcomes--specific, measurable steps towards accomplishing the goal, that identify the expected outcomes and results. **The program objective must include a percentage, a specific dollar amount or a number.***)

1. Spend approximately \$750,000 on the road improvements by June 30, 2024.
2. Complete 100% of the project by June 30, 2024.
- 3.

3. Relevant Activity (Activities) (*An activity is a distinct subset of functions or services within a program to meet the Program Objective.*)

To prepare engineering plans, receive public bids, award construction contract and resurface roads in the City.

4. Performance Measure(s) (*Measure the amount of products or services provided or number of customers served. Specific quantifiable measures of progress, results actually achieved and assess program impact and effectiveness. **A Performance Measure must be designated as a percentage, a specific dollar amount or a number.***)

1. Amount spent on engineering and street improvements.
2. Percentage of project complete.
- 3.

ATTACHMENT B

Page 1

Project Budget (2023-2024)

2023 Regular Legislative Session

Schedule 20

Type Name of Contracting Party

Anticipated Income or Revenue

Sources *(list all sources of revenue)*

Amounts

1. Act 397 of 2023	\$750,000.00
2.	\$
3.	\$
Total all sources	\$750,000.00

Anticipated Expenses

Expense Categories

Total Amount

**Amount Line Item
Appropriation**

(see Footnote 1 below)

(see Footnote 2 below)

Gross Salaries(See Attachment B, Page 2)	\$	\$
Related Benefits (Employer share)	\$	\$
Travel	\$	\$
Operating Services:		
Advertising	\$	\$
Printing	\$	\$
Insurance	\$	\$
Maintenance of Equipment	\$	\$
Maintenance of Office and Grounds	\$	\$
Rentals	\$	\$
Software licensing	\$	\$
Dues and Subscriptions	\$	\$
Telephones and Internet Service	\$	\$
Postage	\$	\$
Utilities	\$	\$
Other	\$	\$
Office Supplies	\$	\$
Professional & Contract Services	\$750,000.00	\$750,000.00
(See Attachment B, Page 3)		
Other Charges (See Attachment B, Page 4)	\$	\$
Acquisitions & Major Repairs	\$	\$
Total Use of the Appropriation	\$750,000.00	\$750,000.00

(Budget categories listed above reflect a typical budget and may be adjusted by the recipient, with prior agency approval, to reflect actual categories necessary for each individual program. Salaries and Professional & Other Contract Services and Other Charges shall be detailed using Pages 2, 3 and 4 of Attachment B).

All numbers must be rounded to the nearest dollar.

Footnote (1) This column represents expenditures by category and MUST equal total sources listed above.

Footnote (2) This column represents the portion of expenditures by category funded by the state appropriation provided by this Cooperative Endeavor Agreement.

ATTACHMENT B

Page 2

Staffing Chart

2023 Regular Legislative Session

Schedule 20

Name of Contracting Party: City of Abbeville

Name of Program: Roads

Name	Title	Total Annual Salary Amount	Total Salary Paid by Appropriation		Related Benefits	Full time or Part Time # of months
			Amount	Percentage		
N/A						
Totals		\$	\$		\$	

ATTACHMENT B

Page 3

Schedule of Professional and Other Contract Services

2023 Regular Legislative Session

Schedule 20

Name of Contracting Party: City of Abbeville

Name of Program: Roads

Name and Address of Individual and/or Firm	Nature of Work Performed and Justification for Services	Total Contract Amount	Total Paid by Appropriation
Contractor (To be determined)	Contractor to resurface streets	\$693,000.00	\$693,000.00
Engineer Sellers & Associates, Inc.	Engineering services to resurface streets	\$57,000.00	\$57,000.00
Totals		\$750,000.00	\$750,000.00

ATTACHMENT B
Page 4
Schedule of Other Charges
2023 Regular Legislative Session

Schedule 20

Name of Contracting Party: City of Abbeville

Name of Program: Roads

Provide a description of the intended use of the funds listed in Other Charges and the dollar amount. Each use should be listed separately. Do not budget funds in Other Charges that can be placed in another expenditure category.	List dollar Amount for each use
1. N/A	
	Total – Should agree with Attachment B, Page 1
	\$

ATTACHMENT B-SUPPLEMENT

Business Plan

**Narrative Justification for Plan B or Plan C
2023 Regular Legislative Session**

Schedule 20

City of Abbeville

Not applicable

ATTACHMENT C

Progress Report for the Period of July 1, 2023 to September 30, 2023

2023 Regular Legislative Session

Schedule 20

(To be submitted quarterly showing progress achieved. Duplicate pages as needed.)

Name of Contracting Party: City of Abbeville

Contact Name: Kathleen S. Faulk, Clerk

Telephone: (337) 893-8550 Fax: (337) 898-4298

Goal: To resurface substandard streets in Abbeville.	
Objective(s): 1. Spend approximately \$750,000 on the road improvements by June 30, 2024. 2. Complete 100% of the project by June 30, 2024. 3.	
Activity(Activities) Performed: To prepare engineering plans, receive public bids, award construction contract and resurface roads in the City.	
Performance Measure(s): 1. Amount spent on engineering and street improvements. 2. Percentage of project complete. 3.	%, \$ amt. or number complete 1. 2. 3.

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Signature of Authorized Person

Roslyn R. White, Mayor
Print Name and Title

Date

ATTACHMENT D

Cost Report for the Period of July 1, 2023 to September 30, 2023

(Expense categories & dollar amounts must reflect those listed in "Attachment B" project budget.)

2023 Regular Legislative Session

Schedule 20

Name of Contracting Party: City of Abbeville

Name of Program: Roads

Expense Category	Amount of Line Item Appropriation from Attachment B Page 1	Quarterly Expenditures	Total Cumulative Year to Date Expenditures	Balance Remaining
Gross Salaries				
Related Benefits (employer share				
Travel				
Operating Services:				
Advertising				
Printing				
Insurance				
Maintenance of Equipment				
Maintenance of Office and Grounds				
Rentals				
Software licensing				
Dues and Subscriptions				
Telephones and Internet Service				
Postage				
Utilities				
Other				
Office Supplies				
Professional Services	\$750,000.00	\$	\$	\$750,000.00
Other Charges				
Acquisitions & Major Repairs				
Totals	\$750,000.00	\$	\$	\$750,000.00

NOTE: A copy of the check and invoice/receipt for each expense must be submitted with this report.

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Signature of Authorized Person

Roslyn R. White, Mayor
Print Name and Title

Date

ATTACHMENT D-1
Cost Report for the Period of July 1, 2023 to September 30, 2023
 2023 Regular Legislative Session

Schedule 20

Name of Contracting Party: City of Abbeville

Name of Program: Roads

Instructions: List each individual and/or Firm and approved budget amount as listed on Page 3 of Attachment B.

Name of Sub-contractor	Amount of Line Item Appropriation from Attachment B	Quarterly Expenditures to be paid by the State (must equal invoices etc.)	Total Cumulative Year to Date Expenditures including this quarter's expenditures	Balance Remaining
Professional Services:				
To Be Determined	\$693,000.00	\$	\$	\$693,000.00
Sellers & Associates, Inc.	\$57,000.00	\$	\$	\$57,000.00
Totals	\$750,000.00	\$	\$	\$750,000.00

NOTE: An Attachment E-1 must be submitted for any sub-contractor listed on this attachment. If the sub-contractor has not been determined, indicate "To Be Determined" in the appropriate column. No expenses will be allowed for a sub-contractor until an Attachment E-1 is completed.

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

 Signature of Authorized Person

Roslyn R. White, Mayor
 Print Name and Title

 Date

ATTACHMENT E
Disclosure and Certification Statement
2023 Regular Legislative Session

Schedule 20

Contracting Party Name: City of Abbeville

Contractor's Mailing Address: P.O. Box 1707, Abbeville, Louisiana 70511-1170

Name of Program: Roads

Organization Type: Local Government

Private entities required to register with the Secretary of State's office must be in good standing with that office.

Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:

Roslyn R. White, Mayor
City of Abbeville
P.O. Box 1707
Abbeville, Louisiana 70511-1170

Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:

Roslyn R. White, Mayor
City of Abbeville
P.O. Box 1707
Abbeville, Louisiana 70511-1170

List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official. Include the amount of anything of economic value received and the position held within the organization. Identify the official and the public position held.

- I hereby certify that this organization has no outstanding audit issues or findings.
- I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings. (ATTACH COPY OF AUDIT FINDINGS)

Attach a completed Federal Form W-9 (Request for Taxpayer Identification Number and Certification)

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Signature of Authorized Person

Roslyn R. White, Mayor
Print Name and Title

August , 2023
Date

ATTACHMENT E-1
Disclosure and Certification Statement
2023 Regular Legislative Session

Schedule 20

Contracting Party Name: City of Abbeville

Name of Program: Roads

Sub-Contractor's Name: Sellers & Associates, Inc.

Sub-Contractor's Mailing Address: 148 B. Easy Street
Lafayette, LA 70506-3095

Organization Type: (Example: local government, non-profit, corporation, LLP, etc.) Corporation

Private entities required to register with the Secretary of State's office must be in good standing with that office.

Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:

Todd A. Vincent
148 B. Easy Street
Lafayette, LA 70506-3095

Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:

Todd A. Vincent
148 B. Easy Street
Lafayette, LA 70506-3095

List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official. Include the amount of anything of economic value received and the position held within the organization. Identify the official and the public position held.

I hereby certify that this organization has no outstanding audit issues or findings.

I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings. (ATTACH COPY OF AUDIT FINDINGS)

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Signature of Subcontractor (*Authorized person*)

Todd A. Vincent, President

Print Name and Title

Date

ATTACHMENT E-1
Disclosure and Certification Statement
2023 Regular Legislative Session

Schedule 20

Contracting Party Name: City of Abbeville

Name of Program: Roads

Sub-Contractor's Name: TBD

Sub-Contractor's Mailing Address:

Organization Type: (Example: local government, non-profit, corporation, LLP, etc.)

Private entities required to register with the Secretary of State's office must be in good standing with that office.

Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:

Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:

List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official. Include the amount of anything of economic value received and the position held within the organization. Identify the official and the public position held.

I hereby certify that this organization has no outstanding audit issues or findings.

I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings. (ATTACH COPY OF AUDIT FINDINGS)

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Signature of Subcontractor (Authorized person)

Print Name and Title

Date

CITY OF ABBEVILLE

RESOLUTION NUMBER: _____

Date: _____

The City of Abbeville of the Parish of Vermilion met in regular session on this date. The following resolution was offered by _____ and seconded by _____.

R E S O L U T I O N

A resolution authorizing the Mayor to execute an Agreement with the Louisiana Department of Transportation and Development (LA DOTD) for improvements at the Abbeville Chris Crusta Memorial Airport.

WHEREAS, Act 451 of the 1989 Regular Session of the Louisiana Legislature authorized the financing of certain airport improvements from funds appropriated from the Transportation Trust Fund; and

WHEREAS, the City of Abbeville has requested funding assistance from the LA DOTD to/for Automated Weather Observing System (AWOS) 3P/T Replacement; and

WHEREAS, the stated project has been approved by the Louisiana Legislature and the LA DOTD is agreeable to the implementation of this project and desires to cooperate with the City of Abbeville according to the terms and conditions identified in the attached Agreement; and

WHEREAS, the LA DOTD will provide the necessary funding for the Automated Weather Observing System (AWOS) 3P/T Replacement and reimburse the sponsor up to \$14,015.00 of project cost.

NOW THEREFORE, BE IT RESOLVED by the City of Abbeville that it does hereby authorize the Mayor to execute an Agreement for the project identified as AIP No. 3-22-0001-024-2023 and SPN H.015675, more fully identified in the Agreement attached hereto, and to execute any subsequent related documents, including, but not limited to, amendments to said agreement.

This resolution shall be in full force and effect from and after its adoption.

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

YEAS:

NAYS:

ABSENT:

WHEREUPON, the resolution was declared adopted on the _____ day of _____, 20____.

CITY OF ABBEVILLE

BY: _____
(Signature)

(Typed or Printed Name)

TITLE: _____

ATTEST: _____
(Signature)

TITLE: _____

CERTIFICATE

IT IS HEREBY certified that the above is a true and correct copy of a resolution passed by the City of Abbeville of Vermilion Parish, Louisiana in regular session convened on this, the _____ day of _____, 20____.

(Secretary of Sponsor)

TITLE: _____

RESOLUTION NO.: _____

A RESOLUTION TO AUTHORIZE THE QUITCLAIM OF SURPLUS PROPERTY TO THE UNITED WAY OF ACADIANA

WHERE AS, the City of Abbeville currently is the title owner of lot 40, 41 and 42 of the Caldwell Annex, with said lots being located on Greene St. The City Council and Mayor have determined this property to be surplus and desires to transfer said property to the United Way of Acadiana so that the City of Abbeville may benefit with what will be done with the property by the United Way of Acadiana.

NOW, THEREFORE, BE IT RESOLVED that the City of Abbeville City Council hereby authorizes the Mayor to execute a Quitclaim of the aforementioned property to the United Way of Acadiana.

BE IT FINALLY RESOLVED, that this Resolution shall become effective immediately upon adoption by the City of Abbeville City Council and approved by the Mayor.

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

Yeas _____

Nays _____

Absent: _____

APPROVED AND ADOPTED on this _____ day of _____, 2023.

Hon. Roslyn R. White, Mayor

Mr. Carlton Campbell
Councilman at Large

Mr. Tony Hardy
Councilwoman District A

Mr. Francis Touchet, Jr.
Mayor Pro-Tem/Councilman District B

Mr. Brady Broussard, Jr.
Councilman District C

Ms. Terry Y. Broussard
Councilwoman District D

CERTIFICATE

I Kathleen S. Faulk, the duly qualified and appointed Clerk of the City of Abbeville, State of Louisiana, do hereby certify that the above and foregoing resolution was duly approved at the regular meeting of the Mayor and City Council of the City of Abbeville held on _____, 2023.

THUS DONE AND SIGNED in Abbeville, Louisiana, on this _____ day of _____, 2023.

Kathleen S. Faulk, City Secretary/Treasurer

RESOLUTION NO.: _____

**A RESOLUTION TO AUTHORIZE THE LEASE OF PROPERTY
TO LOCATE THE NON DIRECTIONAL BEACON FOR
ABBEVILLE CHRIS CRUSTA AIRPORT**

WHERE AS, the City of Abbeville currently has lease with Curtis Montet and Loretta Broussard for locating on their property the non-directional beacon for the Abbeville Chris Crusta Airport. This lease is set to expire on December 31, 2023.

NOW, THEREFORE, BE IT RESOLVED that the City of Abbeville City Council hereby authorizes the Mayor to execute a new lease with Curtis Montet and Loretta Broussard to extend the lease for the non-directional beacon for the Abbeville Chris Crusta Airport.

BE IT FINALLY RESOLVED, that this Resolution shall become effective immediately upon adoption by the City of Abbeville City Council and approved by the Mayor.

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

Yeas _____
Nays _____
Absent: _____

APPROVED AND ADOPTED on this _____ day of _____, 2023.

Hon. Roslyn R. White, Mayor

Mr. Carlton Campbell
Councilman at Large

Mr. Tony Hardy
Councilwoman District A

Mr. Francis Touchet, Jr.
Mayor Pro-Tem/Councilman District B

Mr. Brady Broussard, Jr.
Councilman District C

Ms. Terry Y. Broussard
Councilwoman District D

CERTIFICATE

I Kathleen S. Faulk, the duly qualified and appointed Clerk of the City of Abbeville, State of Louisiana, do hereby certify that the above and foregoing resolution was duly approved at the regular meeting of the Mayor and City Council of the City of Abbeville held on _____, 2023.

THUS DONE AND SIGNED in Abbeville, Louisiana, on this _____ day of _____, 2023.

Kathleen S. Faulk, City Secretary/Treasurer