



## REGULAR CITY COUNCIL MEETING

June 02, 2020 at 5:30 PM

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

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### AGENDA

**NOTICE POSTED: June 1,2020 at 4:00 P.M.**

#### REGULAR ORDER OF BUSINESS

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

#### PERSONNEL

#### APPROVAL OF THE MINUTES

1. To approve the minutes from the regular City Council meetings held on May 5, 2020 and May 19, 2020.

#### PUBLIC COMMENTS

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

#### NEW BUSINESS

1. To adopt a resolution granting the authority to the Mayor to sign and submit all necessary documents along with adopting certain policies, plans & procedures in connection with the FY 2019 LCDBG program for the slums & blight program.
2. To approve the annual contract for emergency debris removal contractors related to natural disasters within the city limits of Abbeville - Richard Primeaux.
3. To approve the professional engineering services in connection with extraordinary recovery events - Richard Primeaux.
4. To approve payment of estimate for partial payment #4 in the amount of \$106,872.75 payable to Glenn Lege Construction, LLC for the Abbeville Downtown Streetscapping project.
5. To approve payment of estimate for partial payment number 4(final) in the amount of \$33,450.00 payable to TyBe Company for the Addition of New Headworks Mechanical Screen at the Wastewater Treatment Facility project.
6. To approve payment of application payment number 5 in the amount of \$25,925.40 payable to L. Michaud Construction subject to receipt of an original clear lien certificate for the Rehabilitation of the Main Hangar Project.
7. To approve the purchase of transformers for stock from Techline Utility Supply in the amount of \$5,196.00.
8. To approve the quote from Versalift Southwest in the amount of \$6,805.17 to repair Unit 528 in the Electrical Department.
9. To approve the quotation from iWorQ for the Community Development applications and services software in the amount of \$5,550.
10. To discuss and adopt a COVID-19 notification and testing policy - Councilwoman Roslyn White.

#### OLD BUSINESS

1. None.

#### TOPICS FOR DISCUSSION OR REVIEW

1. Engineers
2. Attorney
3. Public Works Director

4. Mayor
5. Police Chief
6. Fire Chief
7. Council Members

**ADJOURN**

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact Mayor Mark Piazza'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 May 19, 2020 at 5:30 P.M., at the regular meeting place, the Council Meeting Room located at 101 North State Street, with the Honorable Mark Piazza, Mayor, presiding.

Members Present: Council Members, Francis Plaisance, Terry Broussard, Brady Broussard, Jr., Francis Touchet, Jr., Mayor Pro-Tem and Roslyn White

Members Absent: None

Also, Present: Bill Spearman, Police Chief  
Jason Hebert, Police Lieutenant  
Lloyd Campisi, Insurance Agent  
Richard Primeaux, Engineer  
Denise Boudreaux & Whitney Levine  
Pastor Willie Williams, Mount Triumph Baptist Church

*Mayor Piazza asked Councilman Brady Broussard, Jr. to lead the assembly in prayer. Mayor Piazza asked Councilwoman Terry Broussard to lead the assembly in the Pledge of Allegiance.*

*Mayor Piazza asked if there were any public comments on any agenda item. There were none.*

*Ms. Denise Boudreaux was in attendance at the meeting tonight to discuss crime in the community. She appreciated the Council giving her the opportunity to speak. She is having every kind of emotion that comes out of a dictionary associated with losing a child to gun violence. She is here because she is fighting not only for her son but for these other mothers who have lost their child to gun violence unsolved crime. This has got to stop. Abbeville is not a metropolitan area. It is a small town. She was born and raised here. Times have changed. She is here to plead and to beg as our leaders in this small town, to do something. Make some type of laws and help these police officers. Give them more lead way to do things. They are out here everyday dealing with these people. Her baby was only 29 years old. She just buried another son a few years ago. He was 39. He was sick and she understood that. This child wasn't bothering anybody. He was sitting in his car and got killed. She had to go look at him on the slab with a bullet hole through his head and with his eye missing. And then they had to do an autopsy. They cut his heart and all of his other organs out. They were put in a bag and dumped it back inside him. No mother or parent should have to see this or go through this. She says mother because that umbilical cord is tied to the mother. There is not a man that she knows yet that has had a child. It stopped at my door today but you never know when it will be yours. She is pleading and begging for everyone to come together as a whole and do something. Something has to be done. She is tired of burying children. Nobody wants to bury their child for something like this. It has to stop and it has to come to an end. Some people in the community don't want to talk. But when it is theirs, they want the birds to go to talking, the dogs to go barking and they want everybody to tell it. You are supposed to love your children. But there are some people having children who are the devil himself because they don't care. She did not raise her child to be a thug in the street. She did not raise him to rob and steal. She did not have a problem and he didn't give anybody trouble. To be taken away from her at 29 years of age, the way he was taken, think about it if you have to go look at yours like that. That is why she is pleading for everyone to come together and find some*

answers. Give the police department more lead way. She understands that it is all about community but sometimes you have to stand by yourself because community is not always with you. We love our children and we are tired of our children getting gunned down in the streets just because somebody has a gun and they feel they can do what they want. A bullet doesn't have someone's name on it. If they shoot it, it can go anywhere and kill somebody. She has enough. The only reason she still lives in Abbeville is because she has two babies buried here in the graveyard side by side. She doesn't want to leave her babies. They have gotten bold enough, not only to kill my child, but to go to the graveyard and take pictures of the graves of children that they have killed and then post it on Instagram. They say her baby couldn't take a lick. Who in the hell, can you tell me, would survive a bullet hole in the head? It broke all the bones in his head. Who can live through that? But they get on Instagram and brag about it. She will do all she can to fight for her baby no matter what it takes. She is asking the leaders of Abbeville to please try to find a way to curb this stuff. You can't stop everything but something can be done. She feels that anytime a murder is committed within this City, every law enforcement entity in the City should be working together. If you overwork the ones you have and they are so tired, who will pick up the ball and carry it. Everybody took an oath to protect and to serve. Please find a way to do whatever needs to be done to try to get these murders solved. They are letting them out on small bonds and they go right back and kill somebody else. Once a dog has tasted blood, they don't care. It is easy to kill the next one. She had to go buy a gun to protect herself. She doesn't bother anybody and she is not in anybody else's business. People that know her know what type of person she is and she will speak her mind. She will say what she has to say but she doesn't bother anybody. She doesn't give anybody trouble. We need to get this right. People are scared to come to Abbeville. She owns three separate properties and she pays property tax. Her husband is 71 years old and he is still working out of state in Arkansas. This child was the one with her but now some person felt they had to take his life. So now she has had to put cameras on her house and has had to buy a gun. We shouldn't have to live like that. Please come together and find some resolution and some answers. Call who you have to, to come in here to get the job done and to get these guns off the street because they are still affiliated with those previous gangs. Councilman Plaisance asked Chief Spearman what is it that he needs to do and what is it that he is able to do to stop all the guns in the City and the gunfire every night. What can be done? We are getting a reputation from other cities about this. These guys are coming into the City and they are firing guns and then having high speed chases. It is getting to be a real bad situation. It falls on the Chief and Councilman Plaisance sympathizes with that. It is a big responsibility but there has to be something that can be done. What can we do? You are law enforcement and that is your job. Chief Spearman stated if he had all the answers then he wouldn't be here. He would be in Washington D.C. making seven figures. We are doing everything we can. His guys are worn out. We are out there every night. We are taking guns off the street, two and three at a time. We bring them to jail. When we arrest somebody, they give them a low bond and they are back on the street and we have to start all over again. Councilman Touchet asked if there was any way possible that we could get our judges together to talk to them about holding people accountable to the maximum so we don't get those repeaters. He had a family member who went to court and he needed to go to jail but his case was postponed three times. We have to hold them accountable. Is there anything we can do? Ike Funderburk stated there was a committee that dealt with all of this before the virus. Your concerns are the judges' concerns. The 15<sup>th</sup> J D C Judges have reorganized things so that in the last few years so that the judges that are here, from Vermilion Parish, handle all the criminals. Both divisions have weeks in Vermilion Parish each month. That is 25% of their time spent on criminals. Their dockets have over 100 cases scheduled for trial. That is just not going to happen. They will not go to trial. The status of the law is that you have to keep the cases on the trial docket in order to satisfy the speed trial requirements. They come to court time and time again but you know only the first five or six cases out of those 100 actually will have a chance of going to trial. That is the reality. It is a game that

is played. This the craft you have to practice. You have defense attorneys who are trying to manipulate the system to go their way and then you have the D. A.'s office who are trying to manipulate the system their way and you have judges who are giving 1/4<sup>th</sup> of their time to criminals and the other 3/4<sup>th</sup>'s is civil. If you want to try to do something, then he suggests meeting with the Chief Judge, Marilyn Castle about this. If you want to try and fix the system that we have, it is not just here in Vermilion Parish and it is not just here in the 15<sup>th</sup>, it is state wide and everywhere. Mayor Piazza stated the judges are in a tough spot because the jails are full. If the jails are full and they set these bonds where nobody can bond out, then they get sent to other jails where the price you are paying to incarcerate them is so high and the police jury has to foot the bill and then they start complaining. It is a vicious circle that goes round and round. He is not criticizing the Police Chief, but there was one incidence of an aggravated battery on a police officer, that bail was set at \$5,000. That guy got out on a measly \$500. That was aggravated assault on one of our police officers. If he was the Chief, he would have been sitting in that judge's office. Chief Spearman stated they go and talk. They don't like it either. We feel that any firearms related charges should be a minimum of a \$25,000 bond. Especially with repeat offenders. Councilwoman Broussard asked Chief Spearman if they could meet with the judges. Chief Spearman stated he did not have a problem with that. Mayor Piazza told Ms. Boudreaux that he wishes they had better answers for her. Councilman Broussard stated that we have to rally the public behind her because if you look at the data, the police do a fantastic job. In two recent apprehensions, guns that were stolen were in possession of these people. If the public doesn't take action by locking up their firearms and reporting information of these murderers walking around all over Acadiana. Two people were stabbed to death yesterday in Richard. There was a double shooting in Lafayette too. It is happening everywhere but that does not make it right in our City. Councilwoman White stated it is a waste of resources when these people are arrested and then let go on a low bond. Ms. Boudreaux stated it is sad that someone caught selling a small amount of drugs gets a higher bond than a murderer. Councilman Plaisance stated that Tommy Frederick makes the bonds. Ike stated that he is given a schedule by all the judges. He has no discretion in this. The Mayor has it correct. The Police Jury does not want to build a jail. The Sheriff has 150 beds. 50 of those are dormitory so there are really only 100 lockups. There are only so many people that you can keep in there. He already is not keeping DOC prisoners. That is hurting our community. Those are the people that are sentenced to hard labor. They are the ones who go out and clean and do carpentry work and do public work. It is a question of how many beds you can fill. He can only fill 150. He was under a federal court order that he cannot have more than the prescribed amount. They used to have to send in censuses every week to Judge Polozola in Baton Rouge. Mayor Piazza stated that we have to send our own prisoners to New Iberia. He asked Chief Spearman how many beds does the Iberia Parish Jail have. Chief Spearman said 300+. Mayor Piazza stated that Acadia has almost 400 beds but we only have 150. Chief Spearman stated we also need to push for a law that will protect the witnesses. We are picking up stolen guns and we are working with the task force too. Pastor Williams stated he is the pastor at Mount Triumph Baptist Church. He wanted to come and introduce himself to the Council. He wants to be a part of the solution. The church is on Lamar and a lot of his parishioners live in the neighborhoods that are being plagued by the violence. He was brought in in January of this year as the pastor of the church. He has already visited with Chief Spearman. He is not a politician. He is a preacher and he has a background as a policeman. A lot of the things that he and the Chief spoke about, he is familiar with. He was listening to your questions about the ongoing cases and what can be done to solve them. He thinks a lot of that can be solved with trying to get more stringent guidelines from the court systems as far as who you release and how you release them. It is nonsense if you arrested a murderer that they are being released. The problem that he sees a lot of is that you have a lot of good people but the problem is the good people are not moving around and they are not doing anything because of that small criminal element that is causing all the problems. If we can get to the point where we can get that element

*out of those communities, then people will be able to sit out on their porch and not be afraid of catching a stray bullet. Having said that, it is not beyond his belief, the solution to most of these problems don't lie in laws that you are going to make. They don't lie in you throwing money at the whole thing. The solution to these problems, starts in the home. We all grew up a different way. We all grew up to where if you did something wrong, you will get your butt cut. Period. End of conversation. If you talked back, you would not have teeth, tongue or gums anymore. We have written laws, in this country, that prohibits and basically puts a pair of handcuffs on parents that have kids that are as bad as barbwire. That is what part of the problem is. The way he looks at it is, that it is incumbent upon him, as a pastor, to begin to try and teach again. We have a whole lot of parents that have no parenting skills. They are not interested in having parenting skills. He wanted everyone to know that he is here to try to be a part of the solution instead of encouraging the problem. If there is anything that he or Mount Triumph Baptist Church can do, please contact us. We want to try and improve our community. That is the only way that this whole thing is going to get better. Mayor Piazza thanked Pastor Williams for coming tonight and encouraged him to visit him at City Hall anytime. Pastor Williams stated that he is currently in the process of planning and learning the City. He wants to be able to go into these neighborhoods and talk to people on a face to face basis. He wants to really try and see what we can do to try to change some of these things. Everybody wants to say that we have to give them something to do. All of that doesn't do any good unless people behave themselves properly. His thing is that he wants to begin teaching and trying to find some programs that will be able to teach parents what is acceptable and what is not acceptable. We also need to work hand in hand with the Chief and the Police Department, the Sheriff's office and the court system in putting a handle on these children as well. The problem is there are no consequences. There has to be a consequence for people who are going to do the wrong thing. Chief Spearman stated when we have meetings or programs and people are upset, they show up. Then they stop showing up until the next shooting. Pastor Williams stated that we can't be like an airplane by continuing to take off and land. We have to get up there and keep it at a cruising altitude.*

**Touchet/Plaisance  
Resolution R20-08**

*A resolution adopting the standards for opening businesses in Phase 1.*

*The motion carried unanimously.*

*-01 introduced by Mr. Francis Touchet, Jr. and seconded by Ms. Terry Broussard to adopt a disaster recover/business continuity plan. The motion carried unanimously.*

**Touchet/White  
Resolution R20-09**

*A resolution authorizing the Mayor to execute the CARES Act airport grant agreement with FAA.*

*The motion carried unanimously.*

*Mr. Lloyd Campisi discussed the upcoming renewal of the health insurance plan on 7/1/2020. Having to come into tonight with a mask on during a pandemic to discuss group health insurance is an indication of the challenges we are facing going forward. We were beginning to recover from the worst claim year in our history, two years ago. That was when our reinsurer paid out \$475,000 in claims above what we pay them for the insurance. This has made our work difficult and has prevented us from receiving any competitive quotes for our group health plan for the past*

two years. Now the current health pandemic has compounded our efforts going forward. The renewal is July 1<sup>st</sup> and we are in the process of securing bids, if we can get them, and making decisions about the plan going forward. During the current plan year, we have continued to face challenges with high cost claims. We had our first claim ever where the bill charges exceeded \$1.1 million before discounts. One claimant had prescriptions costing over \$89,000 during the plan year. Another person is receiving chemotherapy costing \$10,000 every two weeks which could reach \$260,000 for the year. All this said, we are currently working with our reinsurer and our administrator, UMR, United Health Care and Optum RX. We are negotiating a renewal where the increase costs for reinsurance is being offset by savings in our administration and prescription drug plans. We have had many meetings. Mayor Piazza and Councilman Broussard, the Insurance Committee Chairman, have worked hard. We are close to reaching an agreement with our insurance partners where our current benefits stay the same and our cost is near to what we are currently paying for insurance, administration and benefits. He is here today to ask you to authorize the Mayor, as plan administrator, to complete those negotiations and accept a renewal that can achieve our goals: keeping our future costs and benefits at current costs and benefit levels. During this crisis with the pandemic, not everyone is working all the time and we had a system failure at UMR and they couldn't get the data over to the reinsurer for their analysis. They have finally done that and it appears that the rates have been sent to him and he is awaiting the receipt of those. Mayor Piazza stated there are two sides to the plan. The medical side and the pharmaceutical side. On the medical side \$50,000 was automatically added to the premium for COVID-19 even though we don't have a case and have never had a case. This was done across the board nationwide. Lloyd and Lisa Ortego went to work on this, and they are still negotiating with them, but they have got the plan down to where they were able to tweak the pharmaceutical side to get additional discounts. The pharmaceutical side will come down \$50,000 and the medical side will go up \$50,000. To do that, it will take some adjustments to some of the prescription medication deductibles especially when it come to specialty drugs. Councilman Touchet asked Lloyd to name a specialty drug. Lloyd stated one of those is Humira. It is a drug to treat a rash and it is \$23,000 every time you fill the prescription. Mayor Piazza stated that we would work on those copays and give them alternatives if they go with the generic medication. Some of the copays were actually lowered so they may pay less. Councilman Broussard stated our drug system is unique that we do receive prescription rebates. We will increase those rebates so that will help with the increased costs. Lloyd stated that he has tried to convince them that our parish does not have much of the virus and we have had very few deaths from it. They come back and tell us that Louisiana has one of the worst incidences of the disease in the entire country and they told me the people you are asking us to insure are the essential workers. They are the people, like the police and firemen and City employees, who are out there meeting the public so they are more likely to get this. If you end up having this spread throughout the community it will probably go through the police department, fire department and your other City workforce. If this happens, it will destroy the plan this year. If it does happen, this would be three years in a row that the insurance company loses money. The company will be gone. If they leave us, when our case is looked at, no one wants to give us a chance. Councilman Touchet stated that we are being held hostage because of the Louisiana numbers. Lloyd stated that is correct because they are setting rates for the state. When they set rates for the state, we are in the pool with New Orleans. We are paying the price for all the cases in the state. No carrier would go down to the parish level. This same thing is happening to everyone. Mayor Piazza stated that with the changes we made with the Abbeville General Urgent Care facility are reflected in the numbers with this renewal. There are several people who are using the urgent care facility instead of going to the emergency room. We are saving a lot of money there. The bottom line is the quote is break even and there are no additional costs to the employees. There will be some differences in the prescription medications. Lloyd added that 95% of our employees are not the problem. It is those

*few who have those serious issues. Those people who have those serious issues, and any of us could get those, have bills that go to hundreds of thousands of dollars.*

-02 introduced by Mr. Francis Touchet, Jr. and seconded by Ms. Roslyn White to authorize the Mayor to negotiate and agree to a group health insurance plan renewal as close to the current costs of the plan. The motion carried unanimously.

Ike Funderburk, City Attorney

- *Hope to have an ordinance committee meeting next time to start looking at some alternatives of possibly restructuring our animal section in the code of ordinances.*

Jason Hebert, Police Lieutenant

- *We are out there every night and they are complaining on us. The problem is with the people who are out there who refuse to tell us "I saw". He is having that issue with a witness so what can he do. Should he take this person and go to the courts and get the warrants and lock this innocent person who saw but doesn't want to tell out of fear or whatever the issue is. He is bound by law. Do I protect him or do I solve the murder? That is where we are. The law is our downfall. We have to follow the law. He can't go out there and be a vigilante. He can't go out there and break the law because he will lose his job. Don't think it doesn't affect us. When you pass by my house and see my car, please say a prayer for me. Chief is on us wanting us to do something so even if he doesn't have all the answers, he pushes us to go out there and do what we are supposed to do and we are. You may hear a siren and you may hear something negative about us but we are risking our lives so you can sleep at night and then we go back to work the next day. The money doesn't mean anything to him. Its not worth it. The hours we are making are not worth it. Councilman Broussard stated that is a society problem not just an Abbeville problem. That is why he makes the statement that until the public stands up and has enough of this, and gives you the information that you need and we run them to the next community out of our town. Jason stated he had a witness on the scene cussing at him and saying that he will not rat. If I take him into custody and put him in the unit then the crowd turns against me. You understand that. We are trying.*

Councilwoman Terry Broussard

- *At the last meeting she forgot to thank Mr. Gerald with the Rotary Club for donating some canned goods and other food items when she did Bags for Seniors during the Coronavirus time.*
- *Reported speeding to Chief Spearman on South Guegnon, Prairie and Godchaux.*

Councilman Brady Broussard, Jr.

- *The cat over population in our City is a nuisance to our good citizens and Ike is working on a solution for us. We do have a cat problem.*

Councilman Francis Touchet, Jr.

- *He talked to Clay and Tony Meaux about the expensive repairs on the airport tractor. The tractor is 7 years old. A brand-new tractor is \$45,000. We can continue to repair it but at some point, we have to look because these tractors are always bushhogging. He has also put a stop to just dropping it off without an estimate. We need an estimate before we decide to do the work. We are also handicapped because there are not too many people around here who can fix that. Mayor Piazza stated that we need to look at the number of hours. 7 years is not that old. Councilwoman White stated that she has seen 40-year-old tractors that are run everyday on much rougher terrain and they don't have these*

*problems. There is a problem with either your maintenance or your operator not the tractor itself. A new tractor is not the answer. Councilman Touchet stated maybe we need to find someone who will come to the shop and fix it on site. Councilman Broussard asked the Mayor if Langlinais is in the City limits. Mayor Piazza stated it is not. Councilman Broussard stated maybe we could look at Henderson Implement by the golf course or John Deere on Highway 167. Councilman Touchet stated he could talk to Jake and see if he knows of a mechanic. Mayor Piazza stated that Lee Schexnaider, at our Wastewater Plant, is a very good tractor mechanic.*

Councilwoman Roslyn White

- *The Sicilian Festival has been rescheduled to 10/17/2020.*

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

ATTEST:

APPROVE:

Kathleen S. Faulk  
Secretary-Treasurer

Mark Piazza  
Mayor

The Mayor and Council of the City of Abbeville met in regular session on May 5, 2020 at 5:30 P.M., at A. A. Comeaux Recreation Center, 300 A. A. Comeaux Drive, Suite 200, Abbeville, Louisiana 70510, with the Honorable Mark Piazza, Mayor, presiding.

Members Present: Council Members, Francis Plaisance, Terry Broussard, Brady Broussard, Jr., Francis Touchet, Jr., Mayor Pro-Tem and Roslyn White

Members Absent: None

Also, Present: Ike Funderburk, City Attorney  
Chris Duhon, Abbeville Rotary Club  
Richard Primeaux, Engineer  
Ben Rivera & Colton Daigle, Insurance agents

*Mayor Piazza asked Councilman Francis Touchet, Jr. to lead the assembly in prayer. Mayor Piazza asked Councilman Brady Broussard, Jr. to lead the assembly in the Pledge of Allegiance.*

*Mayor Piazza stated we will have call in capability during the meeting, the agenda has been posted to our website for 24 hours and we have the meeting streaming live on Facebook. The call-in number is 337-898-4242.*

*Mr. Chris Duhon with the Abbeville Rotary Club was at the meeting to discuss the proposed improvements to the Vermilion Parish Council on Aging Building. Mr. Duhon stated each year they do different things in the community. We are able to apply for district grants from Rotary International. They would like to focus on the elderly of Vermilion Parish. He reached out to the Vermilion Parish Council on Aging to see if they could make improvements to the building. We would make some improvements to the common space and also to the outdoor area. They would also like to complete a kitchen remodel. The Council on Aging delivers 160 meals to the homes per day. They prepare it in the very small kitchen they have in the building. We would do some minor improvements to the kitchen and do some painting. This would cost around \$3,500 to \$4,000. We are allowed to apply for a district grant for \$2,000 and Rotary will contribute the rest to this project. Since the building is owned by the City, we wanted to get approval and permission to do any type of renovations to the building. Mayor Piazza stated that this is a great project. The City also owns the park that is next door to it so we may want to make some improvements to the park to go along with what Rotary will be doing in the building. When you exit the kitchen area, you walk right into the park. The housing authority had to take the fence down on the back side of the park so we may take the fence down completely and try and upgrade some of the things that are in the park and then secure the back door area. He asked Mr. Duhon to contact him so they could go to the facility and discuss this. The City does own the building but we have partnered with Louisiana Department of Elderly Affairs and with the Council on Aging and their board as well as the Vermilion Parish Police Jury that runs the transportation area. They run that through, S M I L E.*

-01 introduced by Mr. Francis Touchet, Jr. and seconded by Mr. Francis Plaisance to approve the proposal to renovate the Vermilion Parish Council on Aging as discussed. The motion carried unanimously.

-02 introduced by Mr. Francis Plaisance and seconded by Mr. Francis Touchet, Jr. to approve the minutes from the Personnel Interviews and the regular City Council meeting both held on April 7, 2020. The motion carried unanimously.

-03 introduced by Mr. Francis Touchet, Jr. and seconded by Ms. Roslyn White to ratify bills paid in the month of April 2020. The motion carried unanimously.

*Mayor Piazza asked for any public comments at this time. He reminded the public that were viewing the meeting on Facebook that they could call in utilizing the telephone number 337-898-4242. There were no call-in comments. Ms. Anita Levy discussed holding a parade for all the graduates of Vermilion Parish.*

*Mr. Ben Rivera discussed the LWCC renewal and Mr. Colton Daigle discussed the LWCC dividend program and the payments the City has received. Any increase in premium due to increase in payroll was offset by the dividends.*

-04 introduced by Ms. Roslyn White and seconded by Mr. Francis Touchet, Jr. to approve the renewal of workers compensation insurance from LWCC for the period from 5/19/2020 through 5/19/2021 for \$384,217.00. The motion carried unanimously.

*Mr. Richard Primeaux discussed the flood damage reduction and drainage improvement projects. The project budget is \$500,000. \$375,000 of this is a grant from Capital Outlay and it is dedicated only to construction. The City's participation is \$125,000 of which \$80,000 is designated for construction and the rest is your soft costs. So total funds available for construction is \$455,000. We have 4 projects and when we reviewed the project in October the estimated costs were \$65,000 for Riverside, \$190,000 for Lafayette/S. Louisiana, \$110,000 for Robert Wells and \$60,000 for Cedar Street. We also had a \$30,000 contingency. We have designed the Riverside project and the Lafayette/S. Louisiana. The other two are about 75% complete. Riverside subdivision has a large area of water coming into the coulee. The crossing at 5<sup>th</sup> Street is an 80 square foot opening. When you go down to 2<sup>nd</sup> Street, where everything is flowing, it is a 56 square foot opening. You will get anywhere from 3 to 4 feet of back water. When you get that in the channel, then that backs up into the neighborhood. That is where the flooding is coming from. You can't get the water through. Initially we thought we would need a 60-inch pipe but we will need a 72-inch pipe for it to work right. That will be part of the increase in cost to match what is downstream. We also have to extend the shoulder of the road so the contractor can work because it is a one-way in and one-way out of the that neighborhood. This will allow the traffic to flow. We have to use dependable pipe because it will be placed in a wet surface. We will also use Fill Crete so the traffic can drive right back on top of the road. That project cost is now estimated to be about \$85,000 to \$90,000. The next critical project is the one at Lafayette Street. All the water flows down to that one intersection and it floods. We also found the drainage from around where the Police Station is and some of these other areas that the pipe flow is a circular direction. There is also a ridge so when it gets to the intersection it circles backs to the intersection. It creates a big pond there. We have to take the water and make it go towards the outfall. This will prevent it from making that circle. This hopefully will relieve a lot of the ponding at that intersection. To do this we have to go another 400 to 500 feet to get across the ridge. The water will go straight into the outfall. We also found out that we have water coming from the Courthouse that goes to that intersection. If we don't correct these issues, we will not have completed the project properly and it would still flood. Those businesses that are still low will still have to protect themselves but this should help them out. Right now, that project has increased to about \$225,000 to \$250,000. He would like to bid these two projects and get real numbers to*

*get the correct costs. Once we get some real numbers on these two critical projects, we can make a decision on the other two projects. This will give us our options on what to do. We also have a lot more utilities involved after 10 years since when we began planning and applying for these projects. Mayor Piazza stated he would like us to go out for bids on the first two projects. Councilman Touchet was concerned that we would run out of money for the other two projects. Mayor Piazza stated we could let him design all four and bid all at one time and then the Council could decide which ones to do. Councilwoman White asked that we bid the entire project but have each divided in the bid. Mr. Primeaux stated we can do that. He should have all four ready to bid in a month from now.*

-05 introduced by Mr. Francis Touchet, Jr. and seconded by Mr. Francis Plaisance to have all four projects designs completed and then authorize advertisement for bids in one entire bid package but broken down into four projects. The motion carried unanimously.

-06 introduced by Mr. Brady Broussard, Jr. and seconded by Mr. Francis Plaisance to ratify payment of estimate for partial payment number 3 payable to Glenn Lege Construction in the amount of \$117,675.73 for the Downtown Abbeville Streetscaping Project. The motion carried unanimously.

**Touchet/T. Broussard**  
**Resolution R20-07**

*A resolution adopting the annual Louisiana Compliance Questionnaire for audit engagements of governmental entities for the fiscal year ended 12/31/2019.*

*The motion carried unanimously.*

-07 introduced by Mr. Francis Plaisance and seconded by Ms. Roslyn White to approve payment number 16 payable to Minvielle Lumber Company in the amount of \$7,999.93 for the renovations to the Airport Terminal Building project. The motion carried unanimously.

*Mayor Piazza stated that we have recently received a \$30,000 grant from the federal government for the airport. He has asked them if we could use these funds for the overhang on the terminal building that had to be removed because the project was overbudget. He is awaiting the answer to that.*

Ike Funderburk, City Attorney

- *At the 2/19/20 City Council meeting the Council adopted a resolution requesting DOTD to address issues related to drainage structures on LA 14 at or near Airport Road. We have received their response. The first request was the cleaning of the three 6'X6' RCB crossing LA 14. DOTD declined to perform the requested work because they feel there would be considerable costs to clean the barrel for very little or no benefit. The second request was to clean the three 30" RCP located west of Jimmy Vorhoff Drive. DOTD responded that they would clean this structure when they have scheduled their sewer truck to be in Vermilion Parish. Due to the ongoing COVID-19 pandemic, they do not have a projected timeline for this. The third request was to clear and snag/clean the channel on the south side of LA 14. DOTD declined to perform the work because the channel is located outside of its right of way. He suggested the City contact the drainage board to do some work there.*

Mayor Mark Piazza

- *Basically, it has been business as usual at City Hall. The lobby is still closed. The drive through window has been very busy and people have been paying their bills as we have been sending them out. Lynn and Nicole have been working with individuals when they need. It has been going well.*
- *We are getting very close to reopening and we want to make sure that we do so in a safe and considerate manner following the guidelines of the federal government and the governor's office. We do have some guidelines that were presented to us from the Police Jury last night. We will review those and establish some guidelines of our own but they look good and follow a pattern of the federal government's phase 1, 2 and 3. He is asking for everyone's patience and hopefully we will get our businesses open in an expeditious manner.*
- *He has had Lynn and Charlene Beckett calling businesses all last week. Charlene contacted the downtown businesses. Lynn and Clay made a list of businesses that looked closed but really weren't. They were doing business out of the back door. Lynn reached out to 30 to 40 businesses last week just asking them if the City could do anything to assist them. We encouraged them to open if they were able to open. Some of the "gray area" businesses are starting to open and that is encouraging.*
- *We have made some modifications to our lobby. We have added a glass enclosure to the information desk to protect the individual sitting at that desk. We will modify the glass on the tax and permit front. The collector's windows are ok so they do not need any modifications. If our employees have to come out to speak to the public, the employee will be required to wear a mask. We are asking people to stay in their offices. We are fortunate at City Hall that everyone has their own individual office. We don't have more than two in an office and everyone is very comfortable with that. We are not having a big flow of traffic through the back of City Hall either. The guys working out in the field are wearing masks and practicing social distancing. They are working hard and doing a good job. They have caught up with their work for the first time in years. We appreciate all that they do. We appreciate our public safety employees too. They work during all types of disasters and difficult situations.*

Councilman Francis Touchet, Jr.

- *Discussed the recent shooting and death in the City. He was looking for answers and solutions. Councilman Plaisance agreed the situation is not acceptable. He suggested that the Police Chief come to the next meeting to discuss this. Last week he had four gentlemen around 2:00 AM in his backyard. He caught them on video at his house. Something has to be done. People are frightened. Mayor Piazza stated he has been in contact with the Police Chief with the camera situation. Councilman Touchet stated all this is very discouraging. We need to do something.*

Councilwoman Roslyn White

- *Thanked Councilman Touchet for bringing up the violence. She and Councilwoman Broussard discuss this on a daily basis. We have people living in our district who are scared. We have to be mad about what they are doing in our City. It will take not only the police but every person who lives in those districts to not be scared and to come forward with information. The Chief has helped out in our districts but anything we can do to help the crime problem needs to be addressed and a priority.*
- *The Daylily festival has been cancelled for this year.*
- *Thanked the Hanes Corporation for the masks they donated to Vermilion Parish. We had about 5,000 at City Hall. We have about 100 left now. If you need a mask, call or go by*

*City Hall. Tomorrow will probably be the last day that we will have some to distribute. She is hoping that we can put in a request for more but there is no guarantee that we will get that.*

- *Don't forget to complete your 2020 Census online. The federal dollars we receive are all based on Census numbers and data. You can visit 2020census.gov. It takes about 10 minutes to complete it.*

Councilwoman Terry Broussard

- *Thanked Councilman Touchet for bringing up the crime issues. The crime is not going unnoticed. It is getting out of hand and we need to meet with the Police Chief so that we can see where we are. People are scared and families are hurting. We need to take our City back and send a message to the gang members that we will not let you do this to our City.*

Councilman Brady Broussard, Jr.

- *We have some outstanding law enforcement officers in our City. You can have all those but if the public is not interested in solving these things, law enforcement cannot do it alone. We have an anonymous way to give that information to our law enforcement officers to get these people who make a living through crime. We still have a curfew for minors. There should be no minors gathering on corners. People need to stay home.*
- *Also gave a big thanks to the Hanes Corporation for giving free masks to our citizens. He is glad our citizens have taken almost all of those already.*
- *So sorry to hear the Daylily Festival has been cancelled but it is the times we live in now. We will come back and we will be stronger and wiser because of this.*

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

ATTEST:

APPROVE:

Kathleen S. Faulk  
Secretary-Treasurer

Mark Piazza  
Mayor

The following resolution was offered by \_\_\_\_\_,  
seconded by \_\_\_\_\_ and carried:

**RESOLUTION**

A RESOLUTION GRANTING THE AUTHORITY  
TO THE MAYOR TO SIGN AND  
SUBMIT ALL NECESSARY DOCUMENTS  
ALONG WITH ADOPTING CERTAIN POLICIES, PLANS & PROCEDURES  
IN CONNECTION WITH THE FY 2019  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
FOR THE SLUMS & BLIGHT PROGRAM

**WHEREAS**, the City of Abbeville has been awarded a Fiscal Year 2019 Louisiana Community Development Block Grant in the amount of \$250,000.00 for a Clearance Program to remove blighted structures in the City; and

**WHEREAS**, the federal Community Development Block Grant Program which is administered by the Louisiana Division of Administration, Office of Community Development involves a significant amount of documentation, reporting, along with compliance with other federal regulations, statutes, and procedures; and

**WHEREAS**, for this Community Development Block Grant Program and any future Community Development Block Grant Programs, the City of Abbeville desires to comply with these requirements, statutes and procedures.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Abbeville that Mayor Mark Piazza is hereby authorized to sign and submit the Contract Agreement with the Louisiana Division of Administration, any amendments or extensions thereof, the environmental review record and all necessary documents, all of the necessary reports, studies, plans, certifications, assurances, contracts, change orders, requests for information and any other documents required in connection with this Fiscal Year 2019 Louisiana Community Development Block Grant Program.

**BE IT FURTHER RESOLVED** that the following officials and employees are hereby authorized to sign Request for Payment forms under the Fiscal Year 2019 Louisiana Community Development Block Grant Program and that Lynn LeBlanc is hereby authorized to witness and certify that the below mentioned officials and employees actually sign the authorized signature card for the Fiscal Year 2019 Louisiana Community Development Block Grant Program.

Mark Piazza  
Francis Touchet, Jr.  
Nicole H. Nguyen  
Kathleen S. Faulk

**BE IT FURTHER RESOLVED** that the Mayor is hereby appointed to coordinate the Section 504 efforts and act as the Accessibility Compliance Officer and perform all necessary tasks as associated with this position and that the Section 504 Policy Statement which includes Complaint Procedures for Section 504 and the Americans with Disabilities Act previously adopted on July 7, 2009 is still in effect for this FY 2019 LCDBG Program and any other active Community Development Block Grant Programs and shall remain in effect for future Community Development Block Grant Programs until amended by the City Council of the City of Abbeville.

**BE IT FURTHER RESOLVED** that the Mayor is hereby appointed as the Antidisplacement/Relocation Officer and that the Residential Antidisplacement and Relocation Assistance Plan adopted on June 5, 2018 is still in effect and will be utilized for this FY 2019 LCDBG Program and any other active Community Development Block Grant Program and shall remain in effect for future Community Development Block Grant Programs until amended by the City Council of the City of Abbeville.

**BE IT FURTHER RESOLVED** that the "Procurement Procedures Relative to the Community Development Block Grant Program" are to be followed by any employee responsible for procurement of services, supplies, equipment or construction obtained with Community Development Block Grant Program funds and the "Procurement Procedures Relative to the Community Development Block Grant Program" adopted on June 5, 2018 is still in effect and will be utilized for this FY 2019 LCDBG Program and any other active Community Development Block Grant Program and shall remain in effect for future Community Development Block Grant Programs until amended by the City Council of the City of Abbeville.

**BE IT FURTHER RESOLVED** that the Citizen's Participation Plan adopted on June 5, 2018 is still in effect and will be utilized for this FY 2019 LCDBG Program and any other active Community Development Block Grant Program and shall remain in effect for future Community Development Block Grant Programs until amended by the City Council of the City of Abbeville.

**BE IT FURTHER RESOLVED** that Mayor Mark Piazza is hereby authorized to negotiate and sign a contract with Minvielle & Associates, Inc. to provide professional grant administrative services required for the implementation of this FY 2019 LCDBG Program.

**THEREUPON**, the above resolution was duly adopted.

\*\*\*\*\*

**CERTIFICATE**

I, Kathleen S. Faulk, Secretary/Treasurer of the City of Abbeville, do hereby certify that the above is a true and correct copy of the Resolution adopted by the City Council, on June 2, 2020, at which meeting a quorum was present.

\_\_\_\_\_  
KATHLEEN S. FAULK  
SECRETARY/TREASURER  
CITY OF ABBEVILLE

kb1866RM04

**SCOPE OF WORK  
FOR  
CONTRACT FOR EMERGENCY DEBRIS REMOVAL  
RELATED TO  
NATURE OF A DISASTER  
WITHIN THE  
CITY LIMITS OF ABBEVILLE, LA**

**1.0 GENERAL**

- 1.1 The purpose of this contract proposal is to provide debris clearing and removal response assistance to THE CITY OF ABBEVILLE, LA that have been declared disaster areas by the President within the prescribed **EMERGENCY PERIOD**. The emergency period is generally defined as that time period needed to effectively return the City's services to the public to a safe and normal operation not to exceed the emergency response time of first seventy hours immediately following the disaster.
- 1.2 **TERM OF THE CONTRACT:** Term of the contract shall begin on June 1, 2020 and shall terminate on May 31, 2021.

**2.0 SERVICES**

- 2.1 The Contractor shall provide for emergency debris removal from the area(s) outlined on the attached maps, and described as rights of ways, easements and other properties of the City of Abbeville.
- 2.2 The debris shall be taken to the dumpsite(s) indicated on the attached maps as per the City of Abbeville Debris Managements Plan and in association with the Vermilion Parish Debris Management Plan.
- 2.3 The total amount of debris to be removed under this contract cannot be estimated but is generally limited to primarily consisting of such debris that a hazard to the immediate recovery and safety of the City of Abbeville.
- 2.4 The work shall consist of clearing and removing any and all "eligible" debris (see section 4.0 for a definition of eligible debris) primarily from the public right-of-way (ROW) of streets and roads, as directed by the designated city's Primary Point of Contact being the City of Abbeville Engineer. Work will include 1) examining debris to determine whether or not debris is eligible, burnable or non burnable, 2) loading the debris, 3) hauling the debris to the approved dumpsite or landfill, and 4) dumping the debris at the dumpsite or landfill. Ineligible debris will not be loaded, hauled, or dumped under this contract. Burnable debris will be loaded separately from non-burnable debris. Mixed loading of burnable and non-burnable will be kept to a minimum. The CITY ENGINEER will determine the appropriate dumpsite for mixed loads.

- 2.5 Debris removal shall include all eligible debris found on the ROW within the area designated by the City Engineer. The City Engineer may specify any eligible debris within the ROW which shall not be removed, or which should be removed at a later time. The Contractor shall make as many passes through the designated area as required by the City Engineer within the Emergency Period only. The Contractor shall not move from one designated work area to another designated work area without prior approval from the CITY ENGINEER. Any eligible debris, such as fallen trees, which extends onto the ROW from private property shall be cut at the point where it enters the ROW, and the part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract.
- 2.6 The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal, State, tribal and local governments or agencies, or of any public utilities.
- 2.7 The government reserves the right to inspect the site, verify quantities, and review operations at any time.
- 2.8 All work shall be accomplished in a safe manner in accordance with EM 385-1-1.

### 3.0 RECORD KEEPING

- 3.1 EQUIPMENT & MANPOWER LOGS will be used for recording of debris removal provided by contractor. Contractor shall include with this proposal a sample Equipment & Manpower Log for advanced approval.
- 3.2 Each Equipment & Manpower Log will contain the following information:
  - Log Number
  - Contract Number
  - Date
  - Contractor Name
  - Crew
  - Location of Work
  - Site Arrival Time
  - Site Departure Time
- 3.3

### 4.0 DEBRIS CLASSIFICATION

- 4.1 **Eligible Debris.** Debris that is within the scope of this contact falls under three possible classifications: Burnable, Non-Burnable, and Recyclable. Debris that is classified as Household Hazardous Waste (HHW) is not to be transported by this contract.
- 4.2 **Burnable Debris.** Burnable debris includes all biodegradable matter except that included in the following definitions of other categories of debris. It includes, but is not limited to, damaged and disturbed trees;

bushes and shrubs; broken, partially broken and severed tree limbs; untreated structural timber; untreated wood products; and brush.

- 4.3 **Non-Burnable Debris.** Non-burnable debris includes, but is not limited to, treated timber; plastic; glass; rubber products; metal products; sheet rock; cloth items; non-wood building materials; metal products (i.e. Mobile Trailer parts, Household appliances (White Metal), and similar items), or uncontaminated soil; roofing materials; and carpeting.
- 4.4 **Household Hazardous Waste (HHW).** Household hazardous wastes, such as petroleum products, paint products, etc., and known or suspected hazardous materials, such as asbestos, lead-based paint, or electrical transformers shall be removed by others. Coordination for hazardous debris removal is the responsibility of the Government.
- 4.5 **Stumps.** Tree stumps located within the ROW

## 5.0 DUMPSITES

- 5.1 The Contractor shall use only debris dumpsites designated in Section 2.2, unless otherwise approved by the CITY ENGINEER. The Contractor shall haul non-burnable debris to the site designated for non-burnable debris and burnable debris to the burn site designated.
- 5.2 The dumpsite operator shall direct all dumping operations. The Contractor shall cooperate with the dumpsite operator to facilitate effective dumping operations.
- 5.3 The Government makes no representations regarding the turn-around time at the dumpsites.

## 6.0 PERFORMANCE SCHEDULE

- 6.1 The City Engineer will contact the Contractor in advance of an as practicable of a declared EMERGENCY PERIOD and pre-arrange for the need of equipment and manpower.
- 6.2 The Contractor shall commence performance within a reasonable time of notification of the beginning of the prescribed **EMERGENCY PERIOD**.
- 6.3 The contractor upon notification will inform the City Engineer of the available equipment and manpower and update as additional equipment manpower becomes available.
- 6.4 The Contractor shall, with the CITY Engineers direction, provide a work with plan showing where operations will begin and which street/roads will be cleared. The plan will be updated as needed generally at the beginning of the day and a work review at the end of the day for further instructions of the need to continue the following day. The prescribed EMERGENCY PERIOD is subject to end as soon as the immediate emergency recovery of the City safe return of services with the prescribed City Property limits as determined by the City Engineer. Contractor services will cease immediately and subsequent billable time.

## **7.0 EQUIPMENT & MANPOWER**

- 7.1 All trucks and other equipment must be in compliance with all applicable Federal, State, and local rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment; be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity; and measured and marked for its load capacity. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2" by 6" boards or greater and not to extend more than two feet above the metal bedsides. The City of Abbeville's representative must approve all requests for extensions. The Contractor will inspect equipment prior to its use.
- 7.2 Prior to commencing debris removal operations, the Contractor shall present to the City of Abbeville's representative all debris removal equipment, trucks or trailers that will be used for hauling debris, tools such as chainsaws and other minor tools, for the purpose of determining proper and efficient debris removal operation and capacity.
- 7.3 Trucks or equipment, which are designated for under this contract shall not be used for any other work during the working hours of this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor mix debris hauled for other with debris hauled under this contract.

## **8.0 REPORTING**

- 8.1 The Contractor shall submit a report log to the CITY ENGINEER during each day of the term of the contract. Each report log shall contain, at a minimum, the following information:  
Contractor's Name  
Contract Number  
Crew  
Location of Work  
Day of Report  
Daily and cumulative hourly totals of equipment used for debris removal, by category
- 8.2 Discrepancies between the daily report and the corresponding reporting logs will be reconciled no later than the following day.

## **9.0 OTHER CONSIDERATIONS**

- 9.1 The Contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel and

equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

- 9.2 The Contractor must be duly licensed in accordance with the state's statutory requirements to perform the work.
- 9.3 The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractors or any subcontractor's actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the City of Abbeville.
- 9.4 The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet Federal, State, tribal and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of the contract. Work shall be accomplished in a safe manner in accordance with EM 385-1-1.

#### **10.0 MEASUREMENT**

- 10.1 The Contractor will provide as part of this proposal an Hourly Rate Sheet for all equipment and manpower to be used for various operations to be used in removal of debris as outline within this contract.
- 10.2 The City Engineer shall verify the actual hours per equipment and man-hours approve measurement for payment for use.

#### **11.0 PAYMENT**

- 11.1 Payment
- 11.2 Payment for mobilization and demobilization will be included within equipment charges to locate on site.
- 11.3 Payment for work completed may be invoiced at the end of the prescribed emergency period. Invoices will be based on verified quantities from the daily operational reports and valid load tickets.

#### **12.0 OTHER CONTRACTS**

- 12.1 Other contracts may have been issued.
- 12.2 The City of Abbeville reserves right to issue other contracts or direct other contractors to work within the area included in this contract.

#### **13.0 ENCLOSURES / ATTACHMENTS**

- A. Contractor's Rate Sheet
- B. City Map
- C. Designated Dumpsites Map

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in three (3) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

**City of Abbeville** \_\_\_\_\_  
(OWNER)

\_\_\_\_\_  
(WITNESS)

BY \_\_\_\_\_

\_\_\_\_\_  
(WITNESS)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(CONTRACTOR)

\_\_\_\_\_  
(WITNESS)

BY \_\_\_\_\_

\_\_\_\_\_  
(WITNESS)

\_\_\_\_\_  
(TITLE)

**P** PRIMEAUX, TOUCHET  
& ASSOCIATES, L.L.C.  
Consultant Engineers | Land Surveyors

Richard J. Primeaux, P.E., P.L.S.  
Kim Touchet, P.E.  
Brian Primeaux, E. I.

May 21, 2020

Eddie Young  
Acadiana Shell & Limestone, Inc.  
935 South Henry Street  
Abbeville, La 70510

RE: CITY OF ABBEVILLE LOUISIANA  
Contract for Emergency Debris Removal  
Related to a Nature of Disaster

CONTRACT FOR PROPOSAL TO PERFORM EMERGENCY DEBRIS REMOVAL

Dear Mr. Young:

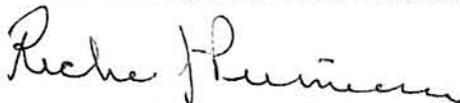
The City of Abbeville are accepting proposals for qualified contractors to service as an emergency debris removal contractor as it relates to a Presidential declared disaster (i.e. Storms such as Hurricane, etc.) of the city's property, right of ways, easements and other related properties within the city limits. Attached is the CONTRACT FOR EMERGENCY DEBRIS REMOVAL RELATED TO NATURE OF A DISASTER WITHIN THE CITY LIMITS OF ABBEVILLE, LA for execution by your company. For your convenience we have attached your acceptance letter for the 2020-2021 contract year.

Please note, the contract will expire May 31, 2021 and is expected to be used only in extreme need as determined by the City of Abbeville for emergency debris removal. Our office, Primeaux, Touchet & Associates, L.L.C. will notify your listed contact as prescribed in the contract.

If further information is needed, please call.

Sincerely,

**PRIMEAUX, TOUCHET & ASSOCIATES, L.L.C.**



Richard J. Primeaux, P.E., P.L.S.

RJP/jpp

P. O. Box 579 – 124 North State Street, Suite 200 – Abbeville, Louisiana 70511  
t: 337-893-8397 – f: 337-893-8368

CONTRACT BETWEEN THE  
CITY OF ABBEVILLE, LOUISIANA  
AND  
PRIMEAUX, TOUCHET, & ASSOCIATES, L.L.C.  
FOR PROFESSIONAL ENGINEERING SERVICES  
IN CONNECTION WITH  
EXTRAORDINARY EMERGENCY RECOVERY EVENTS

THIS CONTRACT, entered into on the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the CITY OF ABBEVILLE, LOUISIANA, herein acting through its duly authorized, Mark Piazza, Mayor, and hereinafter referred to as "CITY", "OWNER" or "CLIENT" and PRIMEAUX, TOUCHET, & ASSOCIATES, L.L.C., Consulting Engineers, herein represented by its duly authorized President, Richard J. Primeaux, hereinafter referred to as "Engineer" or "Consultant".

WITNESSETH:

That in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

ARTICLE 1.00 - EMPLOYMENT OF ENGINEER

- 1.10 CITY hereby employs Engineer and Engineer agrees to perform professional engineering, project representation, inspection, and surveying services hereinafter set forth in connection with the Extraordinary Emergency Recovery Events, such as natural storm disasters i.e., hurricanes, tropical depressions.
- 1.20 The scope of work shall be limited to the engineering services required to assist CITY recovery from damages associated with a extraordinary event related to a natural disaster requiring federal/state assistance.
- 1.30 It is understood and agreed that upon signature of this Contract by all duly authorized parties, the Contract shall become fully valid and binding subject to the stipulations herein. The Engineer shall commence work upon issuance of a work order authorized by the CITY and shall vigorously prosecute and accomplish the required work within a reasonable length of time. Said work order must be issued by the CITY prior to the Engineer commencing services hereinafter defined for the project defined above.
- 1.40 The Engineer will serve as the CITY's professional representative in all phases of the project and will give consultation and advice to the CITY during performance of his services.

ARTICLE 2.00 - CHARACTER AND EXTENT OF SERVICES

- 2.10 The Engineer will furnish the professional services set forth below for the project set out above in Article 1.00.
- 2.11 TERM OF THE CONTRACT: Term of the contract shall begin June 1, 2020 and shall terminate on May 31, 2021.
- 2.20 Engineering Studies, Plans, Specifications, Construction Administration, and Final Report & Project Closeout
  - 2.21 Confer with the CITY, through the Mayor, or its authorized representative and other such agencies, officials or parties as may appear to be necessary to properly plan and prosecute the work.
  - 2.22 Prepare necessary government recovery application forms & documentation to initiate funding claims
  - 2.23 Prepare recovery plan of action of facilities damaged by natural disaster event.
  - 2.24 Prepare plans, specifications, and bidding documents to meet recovery plan.

- 2.25 Perform Construction administration and necessary verification documents of the recovery plan.
- 2.26 Assist CITY with project closeout documents.

ARTICLE 3.00 - COMPENSATION

3.10 The fees for services to be provided under Article 2.00 are as set out below.

ATTACHED THE PRIMEAUX, TOUCHET & ASSOCIATES FEE SCHEDULE DATED JANUARY 1, 2018 AS REVISED YEARLY

3.20 Basic Engineering Services associated with major construction projects requiring the preparation of plans, specifications and bidding documents (for which construction costs exceed \$50,000) will be provided at fees calculated in accordance with the basic engineering services fee curve attached herewith. Additional services, as described above, shall be billed in accordance with the FEMA 321 Public Assistance Policy Digest.

ARTICLE 4.00 - PROGRESS REPORTS

If requested by the CITY, the Engineer shall furnish to the CITY monthly progress reports in both written and graphic form (bar charts) indicating the percentage of completion of each phase of the work under Article 2.00 hereof. Upon such request and upon receiving authorization to proceed with the work, the Engineer shall prepare and submit to the CITY a proposed progress schedule, which shall show, in particular, the appropriate items of work, times of beginning and completion by calendar periods, and other data pertinent to each schedule. This schedule shall be in a form and arrangement and include data approved by the CITY.

ARTICLE 5.00 - GENERAL PROVISIONS

In the performance of professional services contracted for herein, the Engineer will furnish competent engineers, planners, designers, draftsmen and inspectors, qualified in their respective fields, and will provide adequate direction through registered engineers (principals). The Engineer's responsibility shall be limited to furnishing such services to the best of said principal's ability and judgment.

It is understood that this Contract shall continue and shall remain in full force and effect until completion by the Engineer of the services to be performed as set forth herein for any and all projects which have been assigned to the Engineer in accordance with provisions in Article 1.00 hereof, and for which funds have been appropriated in whole or in part.

ARTICLE 6.00 - INSURANCE

Engineer shall procure and maintain insurance for the duration of this Contract, the following insurance policies with a company licensed in the State of Louisiana

- |   |                                   |
|---|-----------------------------------|
| ▪ Workmen's Compensation --                       | Full Statutory Liability          |
| ▪ Comprehensive General Liability Insurance --    | \$1,000,000 per occurrence        |
| ▪ Comprehensive Automobile Liability Insurance -- | \$500,000 per accident/occurrence |
| ▪ Professional Liability --                       | \$500,000                         |

ARTICLE 7.00 - CONDITIONS OF THE CONTRACT

7.10 The FEMA PUBLIC ASSISTANCE GUIDE Document FEMA-322 utilized by the federal/state agencies and the City of Abbeville, LA shall be considered a part

and condition of this contract between City and Engineer. In the event of conflict between these documents, FEMA-322 Document shall control this contract.

ARTICLE 8.00 - TERMINATION OF CONTRACT

- 8.10 The Contract between Owner and Engineer may be terminated by either party upon seven days written notice to the other party, should said other party fail to perform in accordance with its terms, through no fault of the terminating party, or the contract may be terminated by mutual consent.
  
- 8.20 In the event of termination by the owner due to failure of the Engineer to perform satisfactorily, the Engineer shall receive no compensation beyond that already paid or due for the last satisfactorily completed phase. Any work done shall become the property of the Owner to be used at his discretion without additional compensation to the Engineer. No compensation shall be paid to the Engineer for any uncompleted phase, except by written agreement between Owner and Engineer prior to termination. Such termination shall constitute the Engineer being held at fault under the terms of R.S. 38:2313.4, which provides that problems with time delays, cost overruns or design inadequacies for which the Engineer is held to be at fault shall be taken into account by the selection boards in considering past performance on public projects.
  
- 8.30 In the event the Contract is terminated by mutual consent, the Engineer shall be paid for all work completed prior to termination, and all work done shall become the property of the Owner to be used at his discretion without additional compensation to the Engineer.

ARTICLE 9.00 - SUCCESSORS AND ASSIGNS

CITY and Engineer each binds himself, his successors, executors, administrators and assigns to the other party to this Contract, and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract.

THUS, DONE, entered into and signed in the presence of the witnesses whose names are inscribed opposite each respective signature on and as of the date indicated on the first page of this Contract.

WITNESSES:

CITY OF ABBEVILLE, LOUISISANA

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
MARK PIAZZA - MAYOR

PRIMEAUX, TOUCHET, & ASSOCIATES, L.L.C.

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
RICHARD J. PRIMEAUX – PRESIDENT

Project: H.009761.6 Downtown Abbeville Streetscaping  
 Owner: City of Abbeville  
Glenn Lege Construction, LLC, 1339 Fortune Road, Youngsville, LA 70592  
 Notice To Proceed: January 6, 2020 Payment Period: April 2020  
 Contract Time: 270 Calendar Days Days Used: 115 % Time Used 42.59%  
 Contract Price: \$ 550,943.00 Total This Period: \$ 350,249.35 % Complete 63.57%

Line Number	Item Number	Item Description	Quantity	Units	Unit Price	Total Amount	Quantity			Amount
							Current	Previous	Total	
1	202-02-02020	Removal of Asphalt Pavement	77.4	SQYD	42.00	3,250.80	0.00	77.40	77.40	3,250.80
2	202-02-03000	Removal of Base – Soil Cement, Asphalt, or BCS	77.4	SQYD	42.00	3,250.80	0.00	77.40	77.40	3,250.80
3	202-02-06100	Removal of Concrete Walks and Drives	678	SQYD	38.50	26,103.00	51.00	375.00	426.00	16,401.00
4	202-03-00010	Relocation of Historic Concrete Posts	2	EACH	1,685.00	3,370.00	0.00	1.00	1.00	1,685.00
5	203-01-00100	General Excavation	50	CUYD	55.00	2,750.00	10.00	25.00	35.00	1,925.00
6	203-07-00100	Borrow (Vehicular Measurement)	500	CUYD	1.00	500.00	100.00	155.00	255.00	255.00
7	502-01-00200	Asphalt Concrete, Drives, Turnouts and Miscellaneous	5	TON	2,180.00	10,900.00	0.00	0.00	0.00	0.00
8	701-05-01001	Side Drain Pipe (12" RCP/RPVC/CPEPDW/CMP)	52	LNFT	84.00	4,368.00	0.00	52.00	52.00	4,368.00
9	702-03-00100	Catch Basins (CB-01)	1	EACH	3,200.00	3,200.00	0.00	1.00	1.00	3,200.00
10	702-03-00300	Catch Basins (CB-04)	3	EACH	1,650.00	4,950.00	0.00	3.00	3.00	4,950.00
11	702-04-00200	Adjusting Catch Basins	1	EACH	6,200.00	6,200.00	0.00	0.00	0.00	0.00
12	706-01-00100	Concrete Walk (4" Thick)	459.7	SQYD	126.00	57,922.20	123.80	243.00	366.80	46,216.80
13	706-04-00100	Handicapped Curb Ramps	14	EACH	3,850.00	53,900.00	2.00	3.00	5.00	19,250.00
14	707-01-00200	Concrete Curb (Barrier) (6")	415	LNFT	60.00	24,900.00	99.00	262.00	361.00	21,660.00
15	707-01-00200	Concrete Curb (Barrier) (8")	35	LNFT	65.00	2,275.00	20.00	15.00	35.00	2,275.00
16	710-01-00100	Flowable Fill	9	CUYD	155.00	1,395.00	3.00	9.00	12.00	1,860.00
17	713-01-00100	Temporary Signs and Barricades	1	LUMP	16,000.00	16,000.00	0.20	0.60	0.80	12,800.00
18	713-01-00100	Temporary Signs and Barricades (Temporary Business Entrances)	1	LUMP	19,250.00	19,250.00	0.30	0.50	0.80	15,400.00
19	715-01-00100	Topsoil	9	CUYD	40.00	360.00	0.00	9.00	9.00	360.00
20	719-01-02020	(1-1/2 inch cal) (Ilex Cassine, "STD Dahoon Holly")	2	EACH	1,168.00	2,336.00	0.00	0.00	0.00	0.00
21	719-01-06060	Plants (Plant) (Container) (3 gallon) (Azalea, "Higasa")	16	EACH	88.00	1,408.00	0.00	0.00	0.00	0.00
22	719-01-06100	(Container) (7 gallon) (Camellia Sasanqua, "Mine-no Yuki")	12	EACH	88.00	1,056.00	0.00	0.00	0.00	0.00
23	719-02-00100	Top Dressing Mulch (3" Depth)	32	SQYD	17.50	560.00	0.00	0.00	0.00	0.00
24	719-03-00300	Bed Preparation (10" Depth)	28.5	SQYD	17.50	498.75	0.00	0.00	0.00	0.00
25	727-01-00100	Mobilization	1	LUMP	47,370.00	47,370.00	0.25	0.75	1.00	47,370.00
26	732-01-02000	Plastic Pavement Striping (4" Width) (Thermoplastic 125 mil)	1,145	LNFT	1.00	1,145.00	0.00	0.00	0.00	0.00
27	732-04-08000	Legends and Symbols (Handicap Markings) (4" Width - Blue)	364	LNFT	7.00	2,548.00	0.00	0.00	0.00	0.00
28	732-04-08040	Plastic Pavement Legends and Symbols (Handicap Parking)	7	EACH	181.00	1,267.00	0.00	0.00	0.00	0.00
29	732-05-00100	Removal of Existing Markings	0.261	MILE	7,705.00	2,011.01	0.00	0.00	0.00	0.00

Line Number	Item Number	Item Description	Quantity	Units	Unit Price	Total Amount	Quantity			Amount
							Current	Previous	Total	
30	740-01-00100	Construction Layout	1	LUMP	34,000.00	34,000.00	0.30	0.50	0.80	27,200.00
31	741-02-00050	Gate Valve (1")	2	EACH	145.00	290.00	0.00	2.00	2.00	290.00
32	741-05-02040	Water Service Line (1" Polyethylene)	500	LNFT	18.30	9,150.00	178.00	200.00	378.00	6,917.40
33	805-01-00900	Class A1 Concrete (Connection with Concrete Walk)	30.48	CUYD	1,760.00	53,644.80	1.67	21.15	22.82	40,163.20
34	822-01-00100	Trenching and Backfilling	600	LNFT	13.85	8,310.00	228.00	150.00	378.00	5,235.30
35	822-02-00200	Conduit w Conductors (PVC/HDPE) (1") (3-#10 AWG)	320	LNFT	8.35	2,672.00	421.00	150.00	571.00	4,767.85
36	822-02-00200	Conduit w Conductors (PVC/HDPE) (1") (3-#8 AWG)	260	LNFT	8.90	2,314.00	374.00	0.00	374.00	3,328.60
37	822-02-00300	Conduit w Conductors (PVC/HDPE) (1-1/4") (3-#3 AWG)	30	LNFT	15.00	450.00	0.00	0.00	0.00	0.00
38	822-02-02200	Conduit w Conductors (Rigid Galv Steel) (1") (3-#10 AWG)	20	LNFT	12.00	240.00	35.00	0.00	35.00	420.00
39	822-02-02300	Conduit w Conductors (Rigid Galv Steel) (1-1/4") (3-#3 AWG)	40	LNFT	18.10	724.00	24.00	0.00	24.00	434.40
40	822-02-02400	Conduit w Conductors (Rigid Galv Steel) (1-1/2") (3-#1 AWG)	20	LNFT	22.00	440.00	0.00	0.00	0.00	0.00
41	822-02-07900	Conduit w Conductors (HDPE Sch 80) (1") (3-#10 AWG)	175	LNFT	8.70	1,522.50	0.00	0.00	0.00	0.00
42	822-04-00400	Jacked or Bored Casing (1" PVC/HDPE or Sch 80)	175	LNFT	9.00	1,575.00	0.00	0.00	0.00	0.00
43	822-07-02800	Luminaire (LED Ground Floods)	2	EACH	1,285.00	2,570.00	2.00	0.00	2.00	2,570.00
44	822-08-00200	Electrical Service Point (Structure)	3	EACH	2,435.00	7,305.00	2.00	0.00	2.00	4,870.00
45	822-15-02100	Relocate Light Poles	4	EACH	933.80	3,735.20	4.00	0.00	4.00	3,735.20
46	822-16-00400	Underground Junction Box (Flush Mounted) (8 1/2" x 6 1/2")	1	EACH	1,750.00	1,750.00	0.00	0.00	0.00	0.00
47	NS-500-00340	Saw Cutting Asphalt Concrete Pavement	3,003	INLF	2.00	6,006.00	0.00	1,823.00	1,823.00	3,646.00
48	NS-600-00220	Saw Cutting Portland Cement Concrete Pavement	4,758	INLF	2.50	11,895.00	0.00	2,556.00	2,556.00	6,390.00
49	TS-700-00020	Bench (Park) (4') (Furnished and Installed)	1	EACH	2,935.00	2,935.00	0.00	0.00	0.00	0.00
50	TS-700-00200	Trench Drains (12" Wide)	18	LF	100.00	1,800.00	0.00	0.00	0.00	0.00
51	TS-700-00200	Trench Drains (18" Wide)	15	LF	150.00	2,250.00	15.00	0.00	15.00	2,250.00
52	TS-700-00200	Trench Drains (36" Wide)	40	LF	220.00	8,800.00	0.00	0.00	0.00	0.00
53	TS-700-00200	Trench Drains (48" Wide)	45	LF	260.00	11,700.00	0.00	45.00	45.00	11,700.00
54	TS-706-01000	Concrete Steps (with Platform)	11	SQYD	275.00	3,025.00	0.00	0.00	0.00	0.00
55	TS-706-01000	Concrete Steps (with Support Slab)	3	SQYD	140.00	420.00	0.00	3.00	3.00	420.00
56	TS-706-02000	Surface Treatment) (Cleaning Concrete Surfaces)	2,470	SQYD	5.00	12,350.00	43.00	0.00	43.00	215.00
57	TS-719-00020	Pavers (Brick) (Furnished and Installed)	432	SQFT	50.00	21,600.00	0.00	0.00	0.00	0.00
58	TS-719-00050	Irrigation System	1	LUMP	8,200.00	8,200.00	0.60	0.20	0.80	6,560.00

Line Number	Item Number	Item Description	Quantity	Units	Unit Price	Total Amount	Quantity			Amount
							Current	Previous	Total	
59	TS-729-00010	Sign (Brick) (Gateway Sign)	1	EACH	11,785.00	11,785.00	0.00	0.40	0.40	4,714.00
60	TS-800-00300	Handrail	14	LNFT	215.00	3,010.00	0.00	0.00	0.00	0.00
61	TS-822-05020	Electrical Appurtenance (120V, 20-Amp GFI Receptacle)	6	EACH	275.00	1,650.00	3.00	0.00	3.00	825.00
62	TS-MSC-00280	Adjusting Gas Valves And Boxes	3	EACH	660.00	1,980.00	0.00	2.00	2.00	1,320.00
63	TS-MSC-20080	Tree Well Planter (Located at Ramps)	2	EACH	2,900.00	5,800.00	2.00	0.00	2.00	5,800.00
SUBTOTAL GENERAL						550,943.00				

Original Contract Price: \$ 550,943.00

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Adjusted Contract Price: \$ 550,943.00

Total of Above Items \$ 350,249.35

Other (Materials on Hand) \$ -

**Total Value of Completed Work** \$ 350,249.35

Less 0% Retained \$ -

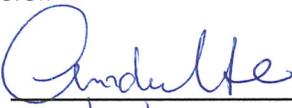
Net Amount Due to Date \$ 350,249.35

Less Previous Payments \$ 243,376.60

**Amount Due this Estimate** \$ 106,872.75

**CERTIFIED CORRECT:**

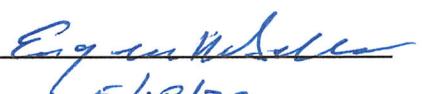
**GLENN LEGE CONSTRUCTION, LLC**  
CONTRACTOR

BY: 

DATE: 05/13/20

**RECOMMENDED FOR PAYMENT:**

**SELLERS & ASSOCIATES, INC.**  
LAFAYETTE - ABBEVILLE, LOUISIANA

BY: 

DATE: 5/18/20

**CITY OF ABBEVILLE**  
OWNER

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

DATE: \_\_\_\_\_

**ESTIMATE FOR PARTIAL PAYMENT NO. 4 (FINAL)**

PROJECT: Addition of New Headworks Mechanical Screen at the Wastewater Treatment Facility  
 OWNER: City of Abbeville  
 CONTRACTOR: TyBe Company, LLC, 1234 Del Este Avenue, Suite 403, Denham Springs, LA 70726  
 NOTICE TO PROCEED DATE: July 8, 2019 PAYMENT PERIOD: 01/11/20 to 03/06/20  
 CONTRACT TIME: 242 CALENDAR DAYS DAYS USED: 242 % TIME USED: 100.00%  
 CONTRACT PRICE: \$ 298,500.00 TOTAL THIS PERIOD: \$ 298,500.00 % COMPLETE: 100.00%

Item No.	Description	CONTRACT			QUANTITY			Amount
		Quantity	Unit	Price	Current	Previous	Total	
	<b>Base Bid:</b>							
1.	Mobilization,	1.00	L. S.	24,000.00	0.20	0.80	1.00	24,000.00
2.	Modifications to Existing:							
	a. Remove & Replace Existing Platform,	1.00	L. S.	7,500.00	0.50	0.50	1.00	7,500.00
	b. Remove & Relocate Gates, Screens,	1.00	L. S.	3,500.00	0.50	0.50	1.00	3,500.00
	c. Saw Cut Openings,	1.00	L. S.	4,000.00	0.00	1.00	1.00	4,000.00
3.	Structural Concrete,	1.00	L. S.	35,000.00	0.25	0.75	1.00	35,000.00
4.	Metal Fabrications:							
	a. Purchase Metal Fabrications,	1.00	L. S.	10,000.00	1.00	0.00	1.00	10,000.00
	b. Install Metal Fabrications,	1.00	L. S.	4,000.00	1.00	0.00	1.00	4,000.00
5.	Piping:							
	a. Purchase Piping,	1.00	L. S.	4,000.00	0.00	1.00	1.00	4,000.00
	b. Install Piping,	1.00	L. S.	2,000.00	0.00	1.00	1.00	2,000.00
6.	New Stop Gates:							
	a. Purchase and Deliver New Gates and Mud Valve,	1.00	L. S.	24,000.00	0.00	1.00	1.00	24,000.00
	b. Install New Gates and Mud Valve,	1.00	L. S.	7,000.00	0.85	0.15	1.00	7,000.00
7.	New Mechanical Screen:							
	a. Purchase and Deliver Mechanical Screen,	1.00	L. S.	109,000.00	0.00	1.00	1.00	109,000.00
	b. Install Mechanical Screen,	1.00	L. S.	5,000.00	1.00	0.00	1.00	5,000.00
	c. Start-Up and Commissioning,	1.00	L. S.	1,500.00	1.00	0.00	1.00	1,500.00
8.	Electrical:							
	a. Removal of Existing,	1.00	L. S.	12,000.00	0.25	0.75	1.00	12,000.00
	b. Temporary Power / Controls,	1.00	L. S.	6,000.00	0.00	1.00	1.00	6,000.00
	c. Lighting, Boxes, Conduit, Wiring,	1.00	L. S.	16,000.00	0.10	0.90	1.00	16,000.00
	d. Electrical Power & Controls,	1.00	L. S.	24,000.00	0.10	0.90	1.00	24,000.00

**ESTIMATE FOR PARTIAL PAYMENT NO. 4 (FINAL)**

PROJECT: Addition of New Headworks Mechanical Screen at the Wastewater Treatment Facility  
 OWNER: City of Abbeville  
 CONTRACTOR: TyBe Company, LLC, 1234 Del Este Avenue, Suite 403, Denham Springs, LA 70726  
 NOTICE TO PROCEED DATE: July 8, 2019 PAYMENT PERIOD: 01/11/20 to 03/06/20  
 CONTRACT TIME: 242 CALENDAR DAYS DAYS USED: 242 % TIME USED: 100.00%  
 CONTRACT PRICE: \$ 298,500.00 TOTAL THIS PERIOD: \$ 298,500.00 % COMPLETE: 100.00%

<b>ORIGINAL CONTRACT PRICE:</b>	<u>\$ 298,500.00</u>	TOTAL OF ABOVE ITEMS	<u>\$ 298,500.00</u>
<b>CONTRACT CHANGE ORDER NO. 1</b>	<u>\$ -</u>	OTHER (MATERIAL ON HAND)	<u>\$ -</u>
<b>CONTRACT CHANGE ORDER NO. 2</b>	<u>\$ -</u>	<b>TOTAL VALUE OF COMPLETED WORK</b>	<u>\$ 298,500.00</u>
		LESS 10% RETAINED	<u>\$ -</u>
		NET AMOUNT DUE TO DATE	<u>\$ 298,500.00</u>
		LESS PREVIOUS PAYMENTS	<u>\$ 265,050.00</u>
<b>ADJUSTED CONTRACT PRICE:</b>	<u><u>\$ 298,500.00</u></u>	<b>AMOUNT DUE THIS ESTIMATE</b>	<u><u>\$ 33,450.00</u></u>

**CERTIFIED CORRECT:**

**RECOMMENDED FOR PAYMENT:**

**TYBE COMPANY, LLC**  
 CONTRACTOR

**SELLERS & ASSOCIATES, INC.**  
 LAFAYETTE - ABBEVILLE, LOUISIANA

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

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

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**CITY OF ABBEVILLE**  
 OWNER

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

DATE: \_\_\_\_\_



**GENERAL CONTRACTOR**

## Application for Payment

Application No: Five (Retainage)  
 Application Date: 3/12/2020  
 Architect's Project No: 9144-03

THE SELLERS GROUP

MAR 19 2020

RECEIVED

**Owner:** City of Abbeville  
 101 North State Street  
 Abbeville, LA 70510

**Project:** Chris Crusta Memorial Airport  
 Rehabilitation of the Main Hangar  
 Abbeville, LA

### Contractor's Application for Payment

1. Original Contract Sum.....	\$209,564.00
2. Net Change by Change Orders.....	\$49,690.01
3. Contract Sum to Date.....	\$259,254.01
4. Total Completed & Stored to Date.....	\$259,254.01
5. Retainage	
a. 10.00 % of Complete Work	\$0.00
b. 10.00 % of Stored Material	\$0.00
Total Retainage This Period .....	\$0.00
6. Total Retainage to Date .....	\$0.00
7. Less Previous Certificates for Payment .....	\$233,328.61
8. Current Payment Due.....	\$25,925.40
9. Balance to Finish, Including Retainage.....	\$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	46,690.01	\$0.00
Total approved this Month	0.00	
Totals	46,690.01	\$0.00
NET CHANGES by Change Order		\$46,690.01

### Contractor's Certificate of Work

The Undersigned contractor certifies that, to the best of the contractor's knowledge, the work on the above named job has been completed in accordance with the plans and specifications of the level of completion indicated on the attached schedule of completion.

Contractor: Leo J. Michaud Date: 3/12/20

### Engineer's Certificate For Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer' knowledge, information and belief the Work has progressed as indicated, the quality of Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED..... \$ 25,925.40

(Attached explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified)

Engineer: T. Skovoy Date: 6/1/20

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



**QUOTE**

QUOTE DATE	ORDER NO.
05/26/20	4053842-00
P.O. NO.	PAGE #
STEWART	1

CUST.#: 8111

SHIP TO:  
 CITY OF ABBEVILLE  
 717 VETERANS MEMORIAL DRIVE  
 ABBEVILLE, LA 70510

Please remit all payments to:  
 Techline, Inc.  
 P.O. Box 674005  
 Dallas, TX 75267-4005  
 Phone: (512) 833-5401

BILL TO:  
 CITY OF ABBEVILLE  
 101 N. STATE STREET  
 PO BOX 1170  
 ABBEVILLE, LA 70511-1170

INSTRUCTIONS	
SHIP POINT	SHIP VIA
Techline Alexandria	TECHLINE
SHIPPED	TERMS
	NET 30 DAYS

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY AVAILABLE	QTY. U/M	UNIT PRICE	AMOUNT (NET)
1	K7712M15ZZX30K7 15KVA Conv 7.6-120/240 2B WT	1	1	EA	797.00	797.00
2	K7712M25ZZN18P1 25KVA Conv 7.6-120/240 2B WT	1	1	EA	935.00	935.00
2	Lines Total	Qty Shipped Total	2		Total Invoice Total	1732.00

3) 25 KVA \$ 2,805  
 3) 15 KVA \$ 2,391  
 Total \$ 5,196

*Mayor,  
 quote for transformers  
 needed for stock. Thanks.*

*Cray*

Quote# ST40434  
 May 27, 2020  
 City of Abbeville  
 Stewart Head



1200 Texas Central Parkway  
 P.O. Box 21415  
 Waco, Texas 76702-1415  
 Fax Number (254) 776-8025  
 versalift-southwest.com  
 store.versalift-southwest.com

Here is a Quote on repairing Unit# 528, Altec AA55E, S/N - 0409EM0619. Please review Quote. If you have any questions, please contact Lonnie Isgitt @ 254-644-9585. \*NOTE\* Freight Charges are not included in Quote Price. Freight Charges will be added at Billing.

DESCRIPTIONS	HOURS	PARTS
1. Unit not working properly. Trouble shoot unit with Altec help via phone. Trouble shoot Electrical System. All good. Trouble shoot Hydraulic System. Found problem with Logic Element in Outrigger Valve in Pedestal Logic Element will not un-screw from Valve Block. Element broken inside of Valve.	4.5	
2. Remove and replace Outrigger Valve Assy in Pedestal. Test operation.	6.5	\$ 4,835.17
Drive Time	4 hrs @ 130.00 (Field Service)	\$ 520.00
Parts Total		\$ 4,835.17
Labor Total	11 hrs @ 130.00 (Field Service)	\$ 1,430.00
Surcharge		\$ 20.00
<b>GRAND TOTAL</b>		<b>\$ 6,805.17</b>

This price does not include tax where applicable.

\* Quote good for 30 days only\*

If you have any further questions please let us know thank you.

Customer will be notified immediately if any additional repairs are required.

\*\*\* This price does not include any large option reconnections.

Lonnie Isgitt  
 Cell 254-644-9585  
 Email: lonnieisgitt@versalift.com

Joe Rangel  
 Office: 254-420-5341  
 Email: joerangel@versalift.com

Please sign and date for approval \_\_\_\_\_

Please provide PO# (if needed or assigned) \_\_\_\_\_

C.M.

*Mayor,  
 Quote to repair Unit 528  
 in Electrical Dept. Let me  
 know if you want to proceed. Thanks.*

ST40434

*Cary*

<b>Abbeville</b>	<b>Quote creation: 5/18/2020</b>
<b>P. O. Box 1170, Abbeville, LA 70511, US</b>	<b>Prepared by: Carson Frandsen &amp; Ty Pebley</b>

## 1. QUOTE

Abbeville- hereafter known as "Customer", enters into the following Service Agreement with iWorQ Systems, "iWorQ", headquartered Logan, UT. Customer will pay an annual fee for the services and a one-time setup fee detailed below: Population Tier: 6,000-13,000

<u>Community Development Applications and Services</u>	<u>Package Price</u>	<u>Billing</u>
<b>Community Development (Basic)</b> *Permit Management *Code Enforcement  Quarterly upload of parcel information to iWorQ's GIS Map Track contractors, inspections, property information Track code violations, fees, and activities Configurable reporting Unlimited access to iWorQ's template library 3 custom letters	<b>\$4,200</b>	Annual
<b>ANNUAL TOTAL</b>	<b>\$4,200</b>	

Setup, training, and system configuration	<del>\$2,700</del>	Once
	<b>\$1,350</b>	
<b>Grand total due</b>	<del>\$6,900</del>	
	<b>\$5,550</b>	

### Notes

- 1- Invoices for amount will be sent out 2 weeks after signature. Terms of the invoicing is Net 30 days.
- 2- This quote is provided at the customer's request and is good until **June 5<sup>th</sup>, 2020**.
- 3- This quote cannot be disclosed or used to compete with other companies.
- 4- Pricing is based on population and number of applications. Removing any items from this quote may require application prices to be updated.

## 2. ADDITIONAL SERVICES

iWorQ provides additional applications and services that can be purchased as part of the Community Development solution. These can be added to the customer's annual\* cost, upon request.