



REGULAR CITY COUNCIL MEETING

September 20, 2022 at 5:30 PM

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

AGENDA

NOTICE POSTED: September 19, 2022 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 authorize the Mayor to negotiate salary and benefits for the hiring of a Community Program Director/Administrative Assistant to the Mayor.

PRESENTATIONS

1. Representative Ryan Bourriaque - Legislative update and special presentation.
2. Mr. Holden Hoggatt - candidate for Congress.

MINUTES

1. To approve the minutes from the August 31, 2022 special City Council meeting and the Committee meeting held on September 6, 2022.

NEW BUSINESS

1. Public hearing to receive comments from the public regarding the proposed ordinance to amend Section 12-35, Authority to take possession of abandoned motor vehicles.
2. To accept the recommendation of the Ordinance Committee from their meeting held on September 6, 2022, to adopt an ordinance to amend Section 12-35, Authority to take possession of abandoned vehicles.
3. To rescind Resolution R13-33 adopted at the October 15, 2013 City Council meeting that created the Parks and Recreation Board.
4. To authorize the Mayor to execute the Letter of Intent as a mutual good faith agreement and to exercise reasonable efforts to finalize a Donation Agreement between Riviana Foods, Inc. and the City of Abbeville for the Mill Properties at 405 S. Washington Street and 406 S. Main Street.
5. To adopt a resolution authorizing the Mayor to execute an agreement with DOTD pertaining to the Construct Hangar Development Area-Phase I (Design) grant.
6. To adopt a resolution requesting financial assistance from the State of Louisiana under the fiscal year 2022-2023 Capital Outlay Program.
7. To adopt a resolution appointing Councilman Brady Broussard, Jr. as the Alternate Director for the Board of Directors of LEPA.
8. Discussion and possible action to lift the moratorium on food trucks.
9. To authorize the Mayor to execute the temporary housing and shelter assistance program form from the Governor's Office of Homeland Security and Emergency Preparedness.
10. To submit two names to fill one vacancy on the Abbeville Harbor and Terminal Board.
11. To ratify the purchase of poles for stock from Techline in the amount of \$14,745.88.
12. To ratify the authorization for repairs to the Airport Lift Station given to Griner Drilling in the amount of \$9,220.00.

13. To approve a special event permit for St. Mary Magdalen Church to hold a public gathering at Magdalen Square and then a procession to St. Mary Magdalen Church to honor the Holy Relics of St. Mary Magdalen on October 26, 2022 from 6:00 PM to 7:30 PM.
14. To set the permit fee for excavations at \$25.00 per permit. If a permit is not obtained prior to excavation, then a penalty of 4 times the fee (\$100.00) will be charged and the excavation will not be allowed to continue until the permit and fees have been obtained.
15. To authorize the Mayor to engage the services of The Sellers Group to develop a handicapped accessibility plan for A. A. Comeaux Park and to negotiate their fee for said plan.
16. Discussion on how to proceed with Park use notifications - Mayor Roslyn White.
17. Annual Rotary Club PO Boy Sale preparation and pick up to be held in Magdalen Square on November 18, 2022 from 11:00 AM to 1:00 PM - Councilman Brady Broussard, Jr.
18. To adopt a requesting resolution for the Capital Improvement Plan for the airport.
19. To approve estimate for partial payment number 2 in the amount of \$165,968.10 payable to Glenn Lege Construction, LLC for the Rehabilitation of the T-Hangar Taxilanes & Apron Areas Project.
20. To approve plan change No. 2 for the Rehabilitation of the T-Hangar Taxilanes & Apron Areas project to adjust the contract time.
21. To approve a special event permit for T & T Sickle Cell Trail Riders to access City Streets from 2901 Rodeo Road to S. Airport Road for a trail ride pending receipt of all required special event paperwork.

OLD BUSINESS

1. None.

DEPARTMENTAL REPORTS AND UPDATES

1. Engineers
2. Attorney
3. Public Works Director
4. Parks and Recreation Director
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 City Council of the City of Abbeville met in special session on August 31, 2022 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., Mayor Pro-Tem and Tony Hardy

Members Absent: None

Also, Present: Chris Gautreaux, Public Works Director
Marie Buteaux, Water Treatment Plant Superintendent
Bart Broussard, City Attorney
Gerald Gaspard, American Legion

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

Mayor White stated that we are here for this special City Council meeting to address three issues. She asked if there were any comments from the public about the agenda item. There were none.

-01 introduced by Mr. Francis Touchet, Jr. and seconded by Mr. Brady Broussard, Jr. to appoint Bart Broussard as the City Attorney and to authorize the Mayor to execute an employment contract with Mr. Broussard. The motion carried unanimously.

Mayor White stated that the contract lists the duties that he will provide for \$5,000.00 per month. Councilman Touchet stated that we should not be paying our attorney for administrative things. You want them to be performing law. We have all of our employees that need to do ethics and sexual harassment training. They can do those online. Mayor White stated that we have become very spoiled by having an attorney in-house. She met with Kathy and we will have a discussion with the staff to contact Kathy or her first before we consult the attorney. There were a lot things that Ike was handling that were more administrative because he was in-house. The list on the employment contract is a fair list and our employees and staff have been very welcoming to the idea of reportioning the administrative duties. Councilman Campbell stated that there are some sections of the law that require specialties. If there is something that comes up that Bart is not trained in that specialty, will he be able to get some help from other attorneys? Bart stated yes. He is looking at the file right now regarding reapportionment and if a federal lawsuit based on civil rights is brought before federal court, that is something that the Council would have to seek specialized representation. Mayor White stated if that happens Bart will advise us to seek special counsel and it would come before the City Council for approval.

-02 introduced by Mr. Carlton Campbell and seconded by Ms. Terry Broussard to appoint Mr. Ronald W. Melebeck as the City Prosecutor and to authorize the Mayor to execute the employment with Mr. Melebeck. The motion carried unanimously.

Councilman Touchet stated that the monthly fee we will pay Mr. Melebeck is \$3,000.00. Hiring these two attorneys will be a cost savings of \$41,000.00 per year.

Mr. Gerald Gaspard asked at what point will these attorneys charge over the cap. Mayor White stated if we ask them to do a duty that is not in the contract. There may be something that we have not yet thought about.

-03 introduced by Mr. Francis Touchet, Jr. and seconded by Ms. Terry Broussard to approve the quote from Municipal and Industrial Chlorination, LLC in the amount of \$10,275.00 for two Scaleton cylinder scale bases and a dual controller for the Water Treatment Plant to replace those that were damaged as a result of a lightning strike and to pay the expense from City Sales Tax Fund general ledger code 425600. The motion carried unanimously.

Mayor White stated that there was a lightning strike last weekend, possibly Saturday, at the Water Treatment Plant. We have found several issues that we are working on. It has taken us a week but we have narrowed down the root cause of the alarms. A port on the PLC has been damaged. The PLC is essentially the brain of the entire automated system. This has triggered several alarms. We began using another port on the PLC and it appears to have remedied the alarm issues so far. In addition to this we have found that the trunnions and scales that hold our chlorine cylinders are damaged and that is a safety hazard to not have those in operation. We felt like this was an emergency item. Chris stated that one of the best things the Council has done is hiring Marie. She is on the top of her game. Marie has told him that our parameters have changed. She did her homework. We called in some guys to check it out and Marie was 100% right. Marie stated that we have 4 spaces where we have cylinders of chlorine and we like to have those on rolling trunnions for safety issues. We need these scales because we don't want to have an interruption in our chlorine flow. We have one scale but you will have an interruption in chlorine flow. We need to make sure that when a cylinder is empty so that we can make sure that we have another cylinder on standby. This would be the simplest and safest way. If we have these scales and trunnions in place with the rollers, once we deliver the chlorine, we can set the cylinders down and can align 6 to 12 and we don't have to touch them again until they are empty. This will reduce handling and any chance for any accident or any unforeseen problems. Having the rollers increases our safety precautions by so much. It would take two to three weeks for delivery. Mayor White stated that she did an orientation at the Water Treatment Plant a couple of weeks ago before this lightning strike and she sat with Marie and talked about her needs at the plant now, in five years and her long-term goals. We just submitted an application for over a \$1,000,000 grant for the Water Plant. At that visit, Marie told me that her most immediate need are these trunnions and scales. I asked Marie if this was part of the water sector grant and Marie stated that she did not know because no one had ever asked her what she needed. We added this as a line item in the grant before we submitted it. We couldn't foresee that the lightning strike that would take out one of the scales and that is why we are moving it ahead. Councilman Broussard asked if our insurance company has been notified. Mayor White stated they have been put on notice that we intend to file a claim.

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 for a committee meeting on September 6, 2022 at 5:15 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., Mayor Pro-Tem and Tony Hardy

Members Absent: None

Also Present: Bart Broussard, City Attorney
Jude Mire, Fire Chief
Mike Hardy, Police Chief
Chris Gautreaux, Public Works Director
Allie Horton, Digital Media Assistant
Tommy Picard, Parks & Recreation Director, QSA

Mayor White stated we are here for an Ordinance meeting chaired by Councilman Tony Hardy. She asked if there were any comments from the public on any agenda item. There were none. She turned the floor over to Councilman Hardy

Councilman Hardy stated we are here to consider a proposed ordinance to amend Section 12-35, Authority to take possession of abandoned motor vehicles. Bart Broussard stated that Sarah approached him and stated that she has been having a problem for years regarding abandoned, junked vehicles sitting on people's property or on public roads. Every time she went to remove them, we could not because our ordinance did not allow for it. The third parties that we relied on did not feel they were empowered to remove them on behalf of the City. Mayor White stated that we would send in a towing company to remove the vehicle from private property, the tow company wanted some type of official letter from us and we felt that there our ordinances had some loopholes that we felt that we needed to sew up to be able to safely provide that to them and for them to feel confident that they can go on the private property and remove the vehicle. This pertains to those individuals who have an abundance of vehicles that have been sitting on private property and are accumulating as junk. This will give us a little more ground to have something official that the vehicle can be removed by a third party. We were not able to find a company that was will to go on private property to remove the vehicle without this. Councilwoman Broussard asked if there is a timeframe for a vehicle to be sitting on private property. Bart stated that there is nothing in the ordinances that state how long it has to sit there but there is a 10-day notice to the title owner of the land or the title owner of the vehicle that you have to give to them before removal. Councilman Campbell asked about those vehicles that are abandoned but are still mortgaged. If we remove those vehicles, who will we assess the costs? Bart stated that if the vehicle is mortgaged in any way, the mortgage company should be trying to seize the vehicle. We would have to address those issues on a case-by-case basis. His intention with this ordinance is to add two additional paragraphs specifically stating what is prohibited and what the City can do and the timeframe to give notice. Now, the City will have the authority to issue a letter or notice to the third-party tow company giving them the authority to remove the vehicle. Mayor White read the proposed language as follows: The storing or abandoning of junk, wrecked or used automobiles or motor vehicles, or any part or parts thereof, on any vacant lot, or any portion of an occupied lot, neutral ground, street or sidewalk, within the municipality shall be prohibited. The city may take into custody any motor vehicle found abandoned on public or private property. The city may employ its own personnel, equipment and facilities or may employ persons, equipment and facilities for the purpose of removing, preserving and storing abandoned motor vehicles. The city may assess the cost of removing any of the aforementioned described property to the title owner of the vehicle or title owner of the property. Notice shall be given to the title owner by sending a registered or certified letter, properly addressed, return receipt requested, at his/her last known address, giving said owner 10 days to remove the vehicle. Chief Hardy suggested that when we prepare the letter to give to the third-party tow company that we look to other municipalities to see what type of letter they are using. Councilman Broussard stated that we are not talking

about garaged, fenced project cars here. Bart stated that we could handle each situation on a case-by-case basis using common sense.

-01 introduced by Mr. Francis Touchet, Jr. and seconded by Mr. Brady Broussard, Jr. to recommend to the City Council to adopt an ordinance amending Section 12-35, Authority to take possession of abandoned motor vehicles, at their next meeting scheduled for September 20, 2022. The motion carried unanimously.

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 following ordinance having been introduced at a duly convened meeting on September ____, 2022, and notice of its introduction having been published in the official journal and a public hearing having been held in connection therewith on this date, was offered for final adoption by _____ and seconded by _____:

ORDINANCE

WHEREAS, Section 12-35 of the City of Abbeville Code of Ordinances establishes the authority to take possession of abandoned motor vehicles.

WHEREAS, the City Council does hereby determine that it is in the best interest of the City to amend this ordinance as detailed below.

BE IT ORDAINED by the City Council of the City of Abbeville (the “Governing Authority”), acting as the governing authority of the City of Abbeville, State of Louisiana, that Sec. 12-35 of the City of Abbeville Code of Ordinances be, and the same is hereby amended and re-enacted as follows:

Sec. 12-35. – Authority to take possession of abandoned motor vehicles.

The storing or abandoning of junk, wrecked or used automobiles or motor vehicles, or any part or parts thereof, on any vacant lot, or any portion of any occupied lot, neutral ground, street or sidewalk, within the municipality shall be prohibited.

The city may take into custody any motor vehicle found abandoned on public or private property. The city may employ its own personnel, equipment and facilities or may employ persons, equipment and facilities for the purpose of removing, preserving and storing abandoned motor vehicles.

The City may assess the cost of removing any of the aforementioned described property to the title owner of the vehicle or title owner of the property. Notice shall be given to the title owner by sending a registered or certified letter, properly addressed, return receipt requested, at his/her last known address, giving said owner 10 days to remove the vehicle.

Effective Date. This Ordinance shall become effective upon execution by the Mayor.

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

YEAS:

NAYS:

ABSENT:

And the ordinance was declared adopted on this _____ day of September, 2022.

Kathleen Faulk, Clerk

Roslyn R. White, Mayor

RESOLUTION NO.: R-13-33

BE IT KNOWN AND REMEMBERED, that pursuant to a public notice, a regularly scheduled meeting of the City Council of the City of Abbeville was held on the 15th day of October, 2013, commencing at 5:30 o'clock p.m. at City Hall, Abbeville, Louisiana, where the following resolution was moved, duly seconded, passed and adopted, to-wit:

WHERE AS, the Mayor and Council have determined that the best interest of the City will be served by establishing a Parks and Recreation Board for the purpose of coordinating with, and assisting the Director of Parks and Recreation in the day to day management of all park and recreation services;


WHERE AS, the Parks and Recreation Board shall be composed of five individuals who shall serve at the pleasure of the City Council, without compensation;

WHERE AS, Each City Councilman shall have the right to appoint one member of the Parks and Recreation Board;

WHERE AS, the members of the Parks and Recreation Board shall appoint a Chairperson from their number who shall serve in said capacity until replaced by the Board, who shall be authorized to call a public meeting of the said Board as deemed necessary;

NOW, BE IT RESOLVED that the City Council of the City of Abbeville, acting as the governing authority of said city does hereby create the Parks and Recreation Board which shall be composed of five individuals, each one of which shall be appointed by one of the City Councilmen, and shall serve at the pleasure of the City Council without compensation.

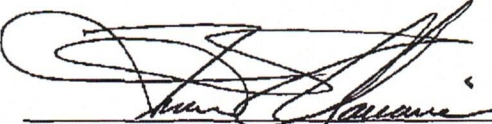
APPROVED AND ADOPTED on this 15th day of October, 2013.



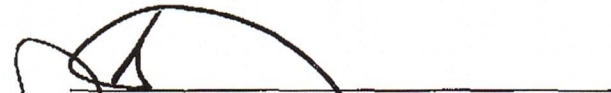
Hon. Mark F. Piazza, Mayor

Absent

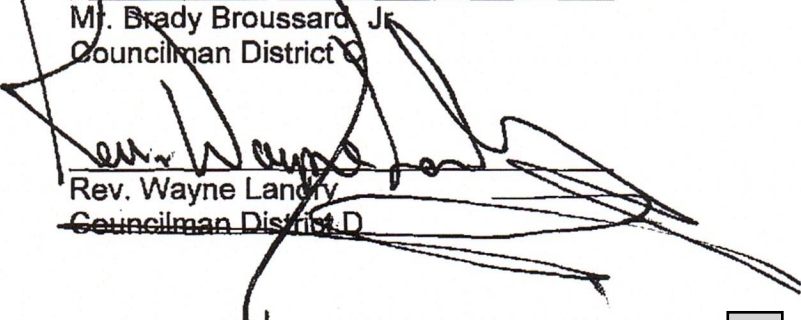
Mr. Francis Touchet, Jr.
Councilman District B



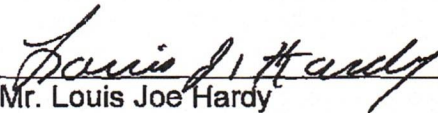
Mr. Francis J. Plaisance
Mayor Pro-Tem/Councilman at Large



Mr. Brady Broussard, Jr.
Councilman District C



Rev. Wayne Landry
Councilman District D



Mr. Louis Joe Hardy
Councilman District A



P. O. BOX 2636 • HOUSTON, TEXAS 77252

TELEPHONE (713) 529-3251

FACSIMILE (713) 529-1661

RIVIANA FOODS INC.

LETTER OF INTENT

September 8, 2022

VIA EMAIL

City of Abbeville, Louisiana
101 N. State St.
Abbeville, LA 70510

Attn: The Honorable Roslyn R. White
(ros@roslynwhite.com)

Re: 405 South Washington and 406 S. Main Street, Abbeville, Louisiana

Dear Ladies and Gentlemen:

This letter will evidence our mutual good faith agreement to exercise reasonable efforts to formalize and execute a Donation Agreement (the “Donation”) within sixty (60) days (the “Negotiation Period”) after the date of your execution of this letter (the “Effective Date”). The terms and provisions set forth in this letter will be part of the Donation. Any terms and provisions not set forth herein may be added to the Donation as mutually agreed upon by the parties.

1. Donee: City of Abbeville, Louisiana
2. Donor: Riviana Foods Inc., a Delaware corporation
3. Property: 405 South Washington and 406 S. Main Street, Abbeville, Louisiana
4. Closing Date: Ninety (90) days from the Effective Date.
5. Transaction. Subject to the mutual agreement of the parties, Donor agrees to convey and donate to Donee, for \$1, all of Donor’s right, title, and interest in the Property, including without limitation, all buildings, improvements, component parts and all movable and intangible property located thereon and/or related thereto.
6. Representations and Warranties. THE DONATION AND THE ACT OF DONATION CONTEMPLATED THEREIN WILL NOT INCLUDE ANY WARRANTIES WHATSOEVER BY DONOR, WHETHER EXPRESS OR IMPLIED. DONEE ACKNOWLEDGES RECEIPT OF THE

PHASE I ENVIRONMENTAL SITE ASSESSMENT FOR THE PROPERTY DATED AUGUST, 2022 WHICH INDICATES THAT THE PROPERTY IS SUBJECT TO SEVERAL RECOGNIZED ENVIRONMENTAL CONCERNS AND CONTAINS CERTAIN ASBESTOS CONTAINING MATERIALS AND POTENTIALLY LEAD BASED PAINT FURTHER BASED UPON SAMPLING AND ANALYSES CONDUCTED BY AMONG OTHER PARTIES, THE LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY, CERTAIN HAZARDOUS AND OR REGULATED SUBSTANCES ARE OR MAY BE PRESENT ON THE PROPERTY. The Act of Donation will expressly provide that the sale is “AS-IS”, with no warranties by Donor whatsoever, in form and substance satisfactory to Donor. Donee shall waive all rights in warranty or redhibition implied under Louisiana law. Further, Donee shall waive and release and covenant not to sue Donee with regard to the Property’s condition, including without limitation its environmental condition and shall indemnify and hold Donor harmless from any and all claims and liabilities including without limitation strict liabilities arising under statute or otherwise) related to the Property whether based upon facts and circumstances currently in existence and/or arising on or after the Closing Date, including all claims or liabilities in any way related to the presence of hazardous or regulated substances or wastes on the Property.

7. Access for Investigation and Studies. During the term hereof, and provided that Donee has provided Donor with a Certificate of Insurance satisfactory to Donor, Donee shall have the right the right to enter upon the Property solely for due diligence purposes. Donee shall not have the right to conduct any invasive or environmental testing on the Property whatsoever, without the prior written consent of Donor, which may be withheld in the sole discretion of Donor. Donee shall indemnify Donor from any and all claims and liabilities arising from Donee’s or its agents’ entry on the Property.

8. Post Closing Obligations. From and after the Closing, Donor understands, covenants and agrees it shall not conduct invasive environmental sampling on the Property, except to the extent required by applicable laws or rules.

9. Closing Costs. The Donation shall provide for each party to each pay its own closing costs. Real estate taxes, assessments, and any items of income and expense shall be prorated as of the Closing Date.

10. Louisiana Law Governs. The provisions of this letter, and those of the Donation, shall be construed according to, and otherwise governed by Louisiana law without reference to principles of choice of law.

11. Counterparts. This letter may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


12. Non-Binding Nature of Letter. It is understood that this is merely a Letter of Intent and does not constitute a binding obligation on either of Donor or Donee. The parties shall not be contractually bound unless and until the parties consummate the Donation. Notwithstanding the foregoing, the indemnity specified in Section 7 hereof shall be binding upon Donee, during the term hereof and for one (1) year hereafter.

(continued on next page)

If the terms hereof are acceptable, please sign one (1) copy of this letter below and return it to us. This Letter of Intent will be effective only if it is executed by a duly authorized representative of Donor, and an executed copy is returned to Donee on or before 5:00 p.m. on September 23, 2022.

Sincerely,

RIVIANA FOODS INC., a Delaware corporation

By:  _____

Name: Enrique Zaragoza

Title: President & Chief Executive Officer

AGREED this _____ day of September, 2022

CITY OF ABBEVILLE, LOUISIANA

By: _____

Name: _____

Title: _____

(Whether Louisiana State Rice Milling Company was headquartered in Abbeville from the beginning is uncertain.) **In addition to the two surviving rice mills being important because they illustrate the foundation Abbeville's economy, they are important as rare surviving examples of a type within the southwestern Louisiana rice belt. While there are numerous rice mills surviving in the area, it is exceedingly rare to find historic examples with any degree of integrity, much less two large brick facilities, one of which is elaborately detailed for an industrial building. The only other historic rice mills with any degree of integrity known to the SHPO are in the Crowley Historic District (NR), and in New Iberia, the Conrad Rice Mill (NR). These, however, pale in comparison to the two in Abbeville in terms of representing the large scale of the rice industry during the boom years**



Office of Multimodal Commerce
Aviation Division
PO Box 94245 | Baton Rouge, LA 70804-9245
ph: 225-379-3050 | fx: 225-379-3072

John Bel Edwards, Governor
Shawn D. Wilson, Ph.D., Secretary
Renee A. Lapeyrolerie, Commissioner

September 2, 2022

STATE PROJECT NO. H.015152
A.I.P. No.3-22-0001-023-2022
Construct Hangar Development Area-Phase I (Design)
Abbeville Chris Crusta Memorial Airport
Vermillion Parish

The Honorable Rosalyn White
Mayor, City of Abbeville
Post Office Box 1170
Abbeville, LA 70511

Subject: Sponsor/State Agreement

Dear Mayor White:

Please be aware that several changes and reductions in the Sponsor requirements have been made to the enclosed agreement and certifications compared to those of previous years. We welcome your feedback and suggestions to what we hope are significant enhancements to the processing of DOTD Aviation Grants.

Accordingly, transmitted for signature are **two (2) originals** of the Sponsor/State Agreement between the City of Abbeville and the DOTD for the referenced project. **Page one (1) of the agreement must remain undated until signed by DOTD.**

Please complete the resolution and certificate attached to each document authorizing execution of the agreement. Also, please have two (2) witnesses sign on the Sponsor's signature page of each agreement. You may retain the package of Certification Forms for your completion at the appropriate times.

Return all originals of the Sponsor State Agreement, Resolutions, and Authorizing Certificates to this office for final processing and execution. You will be furnished an executed copy for your files.

Thank you for your support in this matter. Should you have any questions regarding the aforementioned procedures, please contact Ms. Danielle Gaylor @ (225)379-3046 or via e-mail danielle.gaylor@la.gov.

Sincerely,

Tonjia Summerell
Aviation Grants Manager

Attachments (2)
c: Ms. Danielle Gaylor

STATE OF LOUISIANA
**DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT**

AGREEMENT

STATE PROJECT NO.
A.I.P. NO. 3-22-0001-023-2022
CONSTRUCT HANGAR DEVELOPMENT AREA – PHASE I (DESIGN)
ABBEVILLE CHRIS CRUSTA MEMORIAL AIRPORT
VERMILLION PARISH

THIS AGREEMENT, made and executed in two (2) original copies on this _____ day of _____, 20____, by and between the Louisiana Department of Transportation and Development, hereinafter referred to as "DOTD", and the **City of Abbeville**, a political subdivision of the State of Louisiana, responsible for all matters pertaining to the **Abbeville Chris Crusta Memorial** Airport, hereinafter referred to as "Sponsor";

WITNESSETH: That;

WHEREAS, the Sponsor has requested funding assistance to finance certain improvements at the **Abbeville Chris Crusta Memorial** Airport as described herein; and,

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

WHEREAS, the Louisiana Legislature has granted approval of the project as listed in the **2022-2023 (61GA)** Aviation Needs and Project Priority Program; and

WHEREAS, reimbursement for project costs will not exceed the estimated project cost as approved by the legislature and allocated to the DOTD Aviation Program for the fiscal year in which the project was approved by the legislature, unless DOTD agrees to participate in the increase and additional funds become available; and

WHEREAS, DOTD is agreeable to the implementation of this project and desires to cooperate with the Sponsor provided certain requirements are adhered to as hereinafter provided:

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

ARTICLE I - PROJECT DESCRIPTION

1.1 The improvement that is to be undertaken under this project will consist generally of **design for taxi-lanes for hangar development.**

1.2 The project numbers and title of this agreement will be used for identification purposes on all correspondence, plans, progress reports, invoices, et cetera, prepared in the performance of these services.

ARTICLE II - PROJECT RESPONSIBILITY

2.1 DOTD employees will not be required to supervise or perform such other services in connection with the development of this project except as specifically set forth herein; however, the Sponsor will assume full responsibility and Sponsorship for the project development and shall hold DOTD harmless in the event of any loss or damage of any kind incident to or occasioned by deeds undertaken in pursuance of this agreement.

ARTICLE III – CERTIFICATION AND COMPLIANCE

3.1 Sponsor certifies by the signing of this agreement that each phase of this project, as well as all documents associated with this project, will be completed in accordance with all applicable Federal and State guidelines and/or regulations. It is solely the responsibility of the Sponsor to certify the appropriate development, completion and authenticity of all work and documents required of the Sponsor throughout this project. Three (3) separate Sponsor Certifications incorporated by reference herein and attached to and made part of this agreement, shall be completed, signed and sent to DOTD after each specified phase of the project as indicated in the Certifications attached hereto.

3.2 DOTD does not provide certification of any document nor work performed and is not responsible for same in accordance with Article II as stated above.

ARTICLE IV – FUNDING

4.1 Except for services hereinafter specifically listed to be furnished at the expense of the Federal Aviation Administration (hereinafter referred to as FAA), DOTD or the Sponsor, the cost of this project will be shared between FAA and DOTD, with DOTD contributing an amount not to exceed **\$5,600.00**. With a written request from the Sponsor, DOTD may authorize, via letter, the approval of reimbursements over the amount here specified in accordance with R.S. 2:806.A, 2:807.B and 2:810. **All such overages may not be approved until after the project is complete and at the end of the State’s fiscal year, to determine if funds are available after all higher priorities have been considered.** The Sponsor, at its own expense, may incorporate items of work not eligible for DOTD participation into the construction contract if it so desires.

4.2 The continuation of this agreement is contingent upon the appropriation of funds by the Louisiana Legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, 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 contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

ARTICLE V – TAXES

5.1 Sponsor agrees that the responsibility for payment of taxes, if any, from the funds received under this agreement, supplements and/or legislative appropriation shall be the Sponsor's obligation and shall be identified under Federal Tax Identification Number shown on the signature page.

ARTICLE VI - COST REIMBURSEMENTS

6.1 The Sponsor shall submit its request for reimbursement on the approved LADOTD-Aviation Division form titled LADOTD REQUEST FOR REIMBURSEMENT FOR AIRPORT PROGRAMS, and only for work that has been completed and for eligible expenses incurred that have been paid in full by the Sponsor. The request for reimbursement shall not exceed one (1) submittal per month; and shall be not less than the amount of \$250.00 (state share), except for the final Request for Reimbursement, which can be for any remaining amount.

6.2 The Sponsor shall maintain invoices and copies of the checks for invoice payments for reimbursement. Both the engineer and Sponsor shall certify that the completed work shown on each payment request is an accurate representation of the work accomplished during the estimated period and that the work substantially complies with the plans and specifications. All charges shall be subject to verification, adjustment, and/or settlement by DOTD's Program Manager and/or Audit Officer. The Sponsor shall withhold retainage in accordance with State Law (i.e., 10% up to \$500,000 and 5% thereafter).

6.3 The Sponsor acknowledges that DOTD will not participate in the cost of those items not constructed in accordance with the plans and specifications. In this event, the Sponsor will be obligated to assume full financial responsibility.

6.4 The Sponsor shall submit all final billings for all phases of work within three months after the final inspection of the project unless prior arrangements have been made with DOTD. Failure to submit these billings prior to the completion of this three-month period shall result in the project being closed on previously billed amounts and any unbilled cost shall be the responsibility of the Sponsor.

6.5 The Sponsor shall reimburse DOTD any and all amounts, which may be cited by DOTD due to the Sponsor's noncompliance with Federal/State laws and/or regulations. The cited amounts reimbursed by the Sponsor shall be returned to the Sponsor upon clearance of the citation(s). Additionally, no new projects will be approved until such time as the cited amount is reimbursed to DOTD.

6.6 DOTD's participation in the project shall in no way be construed to make DOTD a party to the contract between the Sponsor and its consultant/contractor.

ARTICLE VII – COST RECORDS

7.1 The Sponsor and all others employed by it in connection with this project shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred relative to this project and shall keep such material available at their respective offices at all times during the contract period and for three years from the date of final payment for the project. Additionally, all such materials shall be available for inspection by DOTD, the Legislative Auditor, the FAA, or any authorized representative of the federal government under applicable state and federal regulations, at all reasonable times during the contract period and for three years from the date of final payment.

ARTICLE VIII – ENGINEERING

8.1 The Sponsor is responsible for assuring all necessary surveys, engineering reports, plans, specifications and cost estimates for the project are in accordance with the applicable FAA/DOTD requirements, and the sponsor shall submit one (1) copy of the executed Engineering Service Agreement to DOTD along with Sponsor Certification #1 which is incorporated by reference herein and attached to and made a part of this agreement.

ARTICLE IX – REAL PROPERTY ACQUISITION

9.1 Real Property Acquisition is addressed in the Sponsor Certification #2 incorporated by reference herein and attached to and made a part of this agreement. This Sponsor Certification must be submitted to DOTD after real Property is acquired or leased, or a contract has been executed thereto.

9.2 If any funds covered by this agreement are to be used for the purchase of immovable property, the Sponsor shall have prepared a Phase I Environmental Site Assessment of the property. This assessment shall be prepared in accordance with the latest edition of ASTM E 1527, by an experienced environmental consultant qualified to perform the assessment. Any purchase agreement shall contain an agreement by the seller that it shall warrant and guarantee to the Sponsor that the property is free of all hazards identified by the environmental assessment as existing or suspected and this guarantee shall be a part of any act of sale for the immovable property. A copy of the environmental assessment and a certified copy of the purchase agreement, containing the warranty and/or guarantee, shall be provided to DOTD. Where land acquisition is a pre-requisite to construction, the Sponsor shall provide DOTD with proof of ownership prior to starting construction.

ARTICLE X - BID PROCESS

10.1 Construction projects shall be advertised in accordance with Louisiana Revised Statutes.

10.2 Sponsor shall solicit bids for the services, labor and materials needed to construct the project in accordance with the public bid laws of the State, including, but not limited to R.S. 38:2211, et seq., applicable to political subdivisions of the State. Sponsor shall also keep a procurement file relative to the necessary acquisition of services, labor and materials needed to

complete the project. DOTD may request review of the documents at any time. Sponsor shall maintain copies of the three lowest bidders' proposal sheets and bid bonds. The Sponsor shall also maintain:

1. The bid tabulation, including engineer's estimate, verified by the Sponsor.
2. Contractor's Equal Employment Opportunity plan.
3. A statement of contractor's qualifications.
4. Proof of publication of the advertisement for bids.
5. A non-collusion affidavit.
6. The Sponsor's official action, recommending acceptance of the bid submitted by the lowest qualified bidder.

10.3 The award of a contract shall be made within 30 calendar days of the date specified for public opening of bids, unless extended by the Sponsor. The contract and bond shall be recorded in the Clerk of Court's office for the parish or parishes where the project is to be constructed.

10.4 Following the execution of the contract, the Sponsor shall send to DOTD one copy of the executed contract, and project's bid set specifications with the plans bound in the specifications book as an attachment on 11" x 17" fold-out paper. The Sponsor shall also maintain insurance certificates and proof of recordation of the original contract performance bond.

ARTICLE XI – CONSTRUCTION

11.1 The Sponsor shall provide technical administration and inspection including testing during the project construction. The Sponsor may utilize its consultant to provide these services through preparation of a supplemental agreement to the original ESA or may hire a third party to provide these services.

11.2 A pre-construction meeting shall be held at the airport within fifteen (15) working days after the FAA has given approval to start construction. Construction contracts need not be signed prior to the pre-construction meeting, but must be signed prior to starting work. The Sponsor (or consultant) shall host the meeting and follow the current DOTD/FAA Pre-Construction Check-List. Within five (5) days following the meeting, copies of the Pre-Construction Check-List, along with minutes of the meeting, shall be sent to all parties requesting copies. Tenants shall be notified of the pre-construction meeting and status meetings. They shall also be notified in writing ten (10) working days prior to any planned runway/airport closures. Periodic inspections may be made by DOTD.

11.3 The Sponsor is responsible for maintaining project construction records in accordance with DOTD standards for a minimum of three (3) years. All construction directives, procedures, and documents of pay records shall be available for inspection by DOTD.

11.4 The project specifications shall be used as the basis for all construction. If there is an error or discrepancy in the specifications, the policies and procedures of FAA and/or DOTD shall be used to make corrections. A plan change shall be required, and the Sponsor may be liable for any additional cost. DOTD may participate in such eligible cost, only if funds are available. The ability of DOTD to participate in the financial cost increase may be reviewed after the project is complete and at the end of the State's fiscal year, to determine if funds are available.

ARTICLE XII – CIVIL RIGHTS

12.1 The Sponsor agrees that the project shall be developed in full, in accordance with the principles and intents contained in DOTD's latest Title VI Plan and that the same or closely related procedures providing for involvement of the Sponsor designated civil rights specialist in appropriate key stages of project development as identified in the aforementioned Title VI Plan, will be followed.

12.2 Further, the Sponsor agrees that its own employment policies and practices shall afford fair and nondiscriminatory employment opportunities to all employees and applicants for employment and that a viable affirmative action program is maintained in the interest of increasing employment opportunities for minorities, women and other disadvantaged persons. It is understood that the Sponsor, as a recipient of federal financial assistance under this agreement, is subject to monitoring and review of its civil rights activities by DOTD and agrees to cooperate with DOTD officials in the achievement of civil rights objectives prescribed in the agreement and in any contracts resulting herefrom.

ARTICLE XIII – DBE REQUIREMENTS

13.1 It is the policy of the U.S. Department of Transportation that small business firms owned and controlled by socially and economically disadvantaged persons and other persons defined as eligible in Title 49 Code of Federal Regulations, Part 26 (49 CFR 26) shall have maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the requirements of 49 CFR 26 apply to this project.

13.2 The Sponsor or its contractor agrees to ensure that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR 26, have maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. The Sponsor or its contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that such firms have maximum opportunity to compete for and perform contracts. The Sponsor or its contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract.

13.3 The preceding Policy and DBE Obligation shall apply to this project and shall be included in the requirements on any contract or subcontract. Failure to carry out the requirements set forth therein shall constitute a breach of this agreement and, after notification by DOTD, may result in termination of this agreement by DOTD, or other such remedy, as DOTD deems appropriate.

13.4 The Sponsor or its contractor shall utilize the services of banks in the community, which are owned and controlled by minorities, when feasible and beneficial.

13.5 The above requirements shall be expressly included in and written in all subcontracts entered by the Sponsor or contractor.

ARTICLE XIV – FINAL INSPECTION, ACCEPTANCE, REIMBURSEMENT & SPONSOR CERTIFICATION

14.1 FINAL INSPECTION: The Sponsor shall schedule and conduct an inspection of the project no later than ten (10) working days after substantial completion. The Sponsor shall give notification of the inspection, in writing, at least five (5) working days in advance of the inspection to DOTD, the contractor, FAA and other attendees as appropriate. If deficiencies are discovered during the inspection, the Sponsor shall document the deficiencies, determine a dollar value and coordinate completion dates with the contractor for correcting the deficiencies. Once all the deficiencies are corrected the Sponsor will conduct a final inspection and determine that they have been corrected. The Sponsor shall then prepare the Letter of Acceptance.

14.2 Forty-five (45) days after recording the final acceptance of the project, the contractor shall submit to the Sponsor a Clear Lien Certificate from the Recorder’s office of the parish or parishes in which the work was performed. If the contractor is unable to obtain a Clear Lien Certificate, the Sponsor may deposit the retainage with the court of competent jurisdiction.

14.3 The Sponsor’s Letter of Acceptance shall include the following:

1. The (Sponsor) is satisfied with and accepts the project as accomplished by the contractor, _____, who has satisfactorily completed all requirements of the contract.
2. The final Reimbursement Request of \$ _____ is enclosed and verifies all amounts remaining due and the release of retainage.

14.4 The Sponsor shall also submit with the Letter of Acceptance the following:

1. An updated Airport Layout Plan (ALP), if applicable; and
2. Upon completion of the project, the consultant shall prepare as-built plans and specifications with final quantities for the project, to include any changes made to the original design during construction, on a CAD CD. These shall be labeled with the state project number, project description and airport name. Electronic files shall not be compressed for mailing; and
3. Sponsor Certification #3 incorporated by reference herein, and attached to and made a part of this agreement, which must be completed and signed.

14.5 DOTD will not approve the Sponsor’s request for the final reimbursement until each of the above items are received and are satisfactorily completed. Title to the project right-of-way shall be vested in the Sponsor and shall be subject to DOTD and

FAA requirements and regulations concerning operations, maintenance, abandonment, disposal, and encroachments.

ARTICLE XV - OPERATION & MAINTENANCE RESPONSIBILITY

15.1 Upon final acceptance of the project, the Sponsor shall assume ownership of the improvements and assume all operations and maintenance costs of the facilities for a period of not less than twenty (20) years. Non-aviation activities shall require written approval from DOTD.

15.2 Should the Sponsor choose to begin operations prior to executing the Letter of Acceptance, the Sponsor then assumes full responsibility for such actions.

ARTICLE XVI – HOLD HARMLESS AND INDEMNITY

16.1 Sponsor agrees and obligates itself, its successors and assigns, to defend, indemnify, save, protect and hold forever harmless and provide a defense for DOTD, its officials, officers and employees against any and all claims that may be asserted by any persons or parties resulting from violation by the Sponsor, its employees, agents and/or representatives of the requirements of all State laws applicable to the project. Further, Sponsor agrees that it shall hold harmless and indemnify, and provide a defense for DOTD, its officials, officers and employees, against any and all claims, demands, suits, actions (ex contractu, ex delictu, quasi-contractual, statutory or otherwise), judgments of sums of money, attorney’s fees and court costs, to any party or third person including, but not limited to, amounts for loss of life or injury or damage to persons, property or damages to contractors, subcontractors, suppliers, laborers or other agents or contractors of Sponsor or any of the above, growing out of, resulting from, or by reason of, any negligent act or omission, operation or work of the Sponsor, its employees, servants, contractors, or any person engaged in or in connection with the engineering services, construction and construction engineering required or performed by the Sponsor hereunder including, but not limited to, any omissions, defects or deficiencies in the plans, specifications or estimates or by virtue of any extra work, delays, disruptions, inefficiencies or nonpayment of any engineering, construction, or construction engineering cost incurred or any other claim of whatever kind or nature arising from, out of, or in any way connected with the project, to the extent permitted by law.

16.2 Nothing herein is intended, nor shall be deemed to create, a third party beneficiary to any obligation by DOTD herein, or to authorize any third person to have any action against DOTD arising out of the agreement.

ARTICLE XVII – CANCELLATION

17.1 The terms of this agreement shall be binding upon the parties hereto until the work has been completed and accepted, and all payments required to be made to the Sponsor have been made. This agreement may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.

2. By the Sponsor should it desire to cancel the project prior to the receipt of bids, provided any cost that has been incurred for the preparation of plans shall not be eligible for reimbursement by DOTD or FAA.
3. By DOTD due to the lack of available State or Federal funding for the project.

ARTICLE XVIII – AMENDMENT

18.1 The parties hereto agree that any change in the project shall be in writing and signed by both parties. DOTD funding participation increases will be approved via amendment to this agreement, executed by both parties.

18.2 IN WITNESS HEREOF, the parties hereto have caused these presents to be executed by their respective officers, who are authorized to execute any and all subsequent documents relative to this project, and whose authority is deemed to be continuing as of the day and year first above written. Certification of this document is by Sponsor's Resolution herein included.

WITNESSES:

CITY OF ABBEVILLE

(Witness for First Party)

BY: _____
(Signature)

(Witness for First Party)

Typed or Printed Name

Title

Sponsor's Federal Identification Number

WITNESSES:

(Witness for Second Party)

(Witness for Second Party)

**STATE OF LOUISIANA
THROUGH THE DEPARTMENT OF
TRANSPORTATION AND
DEVELOPMENT**

By: _____
Secretary

RECOMMENDED FOR APPROVAL

BY: _____
Deputy Commissioner

APPROVED AS TO FORM

BY: _____
Aviation Section

BY: _____
Aviation Section

CITY OF ABBEVILLE

RESOLUTION NUMBER: _____

Date: _____

The City of Abbeville of the Parish of Vermillion 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 Construct Hangar Development Area – Phase I (Design); 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 Construct Hangar Development Area – Phase I (Design) and reimburse the sponsor up to \$5,600.00 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 3-22-0001-023-2022 and SPN H.015152, 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 Vermillion Parish, Louisiana in regular session convened on this, the _____ day of _____, 20 ____.

(Secretary of Sponsor)

TITLE: _____

The following was offered by _____, seconded by _____, and duly resolved:

**RESOLUTION NO. _____
A RESOLUTION REQUESTING FINANCIAL ASSISTANCE
FROM THE STATE OF LOUISIANA
UNDER THE FISCAL YEAR 2022-2023
CAPITAL OUTLAY PROGRAM**

WHEREAS, the State of Louisiana has announced that the City of Abbeville Fiscal Year 2022-2023 Capital Outlay application for Sidewalk and Street Improvements on Graceland Avenue has been funded; and

WHEREAS, the Capital Outlay Program offers grants to eligible municipalities and parishes for a wide range of projects to improve public health, public safety, living conditions and for economic development purposes; and

WHEREAS, the City of Abbeville has committed to a local match of twenty-five percent (25%) of the total project cost.

NOW, THEREFORE, BE IT RESOLVED by the Councilmen of the City of Abbeville that the Honorable Roslyn White, Mayor, is hereby authorized to sign all documents related to the 2022-2023 Capital Outlay Program, including an engineering agreement with Sellers & Associates, Inc.

THEREUPON, the above resolution was approved.

C E R T I F I C A T E

I, Kathy Faulk, Clerk of the City of Abbeville, do hereby certify that the above is a true and exact copy of a resolution adopted by the Councilmen of the City of Abbeville on _____, 2022, at which time a quorum was present and voting.

KATHY FAULK, CLERK
CITY OF ABBEVILLE LOUISIANA

RESOLUTION NO.: R-22-

BE IT KNOWN AND REMEMBERED, that pursuant to a public notice, a regularly scheduled meeting of the City Council of the City of Abbeville was held on the _____ day of _____, 2022, commencing at 5:30 o'clock p.m. at City Hall, 101 North State Street, Abbeville, Louisiana, where the following resolution was moved, duly seconded, passed and adopted, to-wit:

WHERE AS, the City of Abbeville is a member of Louisiana Energy and Power Authority (“LEPA”) which is governed by a Board of Directors appointed by the mayors of each of the member cities; and,

WHERE AS, Roslyn R. White serves as the Director for the City of Abbeville.

WHERE AS, Mayor Roslyn R. White has the authority, pursuant to LEPA’s by Laws, to appoint an Alternate Director.

THEREFORE BE IT RESOLVED, by the governing authority of the City of Abbeville, Louisiana, that the Mayor appoints Brady Broussard, Jr. to serve as Alternate Director for the Board of Directors of LEPA is hereby approved.

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

Yeas _____
Nays _____
Absent: _____

APPROVED AND ADOPTED on this _____ day of September, 2022.

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

C E R T I F I C A T E

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 _____, 2022.

THUS DONE AND SIGNED in Abbeville, Louisiana, on this _____ day of _____, 2022.

Kathleen S. Faulk, City Secretary/Treasurer



Governor's Office of Homeland Security and Emergency Preparedness

Temporary Housing and Shelter Assistance Program Expedited Temporary Housing Assistance Waiver of Land Use/Permitting Form

This waiver of land use/permitting form addresses the requirement in the following statute:

La. R.S. 726(F)(3)(b)(iii)(aa):

The parish governing authority has submitted a certification to GOHSEP that the local governing authority will waive any land use regulation relative to permitting for mobile homes, recreational vehicles, and other temporary housing directly adjacent to the survivor's damaged dwelling to allow for **expedited temporary housing assistance in the parish.**

Date		
First Name	Last Name	Title of Authorized Official
Email	Phone #	
Local Governing Authority Name		
Mailing Address		
City	State	Zip
Parish Location		

** Parishes and municipalities shall be given the opportunity to change the selection regarding the waiver each year.*

Opt In to allow for expedited temporary housing assistance:

In accordance with La. R.S. 726(F)(3)(b)(iii)(aa) and La. R.S. 726(F)(4) (Act 526, 2022), I hereby certify, as the governing authority for the above listed parish/municipality, to **waive any land use regulations** relative to permitting for the temporary placement and occupancy of mobile homes, recreational vehicles (RV's), and/or other temporary housing directly adjacent to the disaster survivor's damaged dwelling to allow for expedited temporary housing assistance in parish/municipality referenced above.

Opt Out of allowing for expedited temporary housing assistance:

In accordance with La. R.S. 726(F)(3)(b)(iii)(aa) and La. R.S. 726(F)(4) (Act 526, 2022), I hereby certify, as the governing authority for the above listed parish/municipality, to **opt out of waiving any land use regulations** relative to permitting for the temporary placement and occupancy of mobile homes, recreational vehicles (RV's), and/or other temporary housing directly adjacent to the disaster survivor's damaged dwelling to allow for expedited temporary housing assistance in parish/municipality referenced above.

Signature of Authorized Official



QUOTE

QUOTE DATE	ORDER NO.
08/02/22	4058131-00
P.O. NO.	PAGE #
STEWART	1

CUST.# 8111
 SHIP TO
 CITY OF ABBEVILLE
 717 VETERANS MEMORIAL DRIVE
 ABBEVILLE, LA 70510

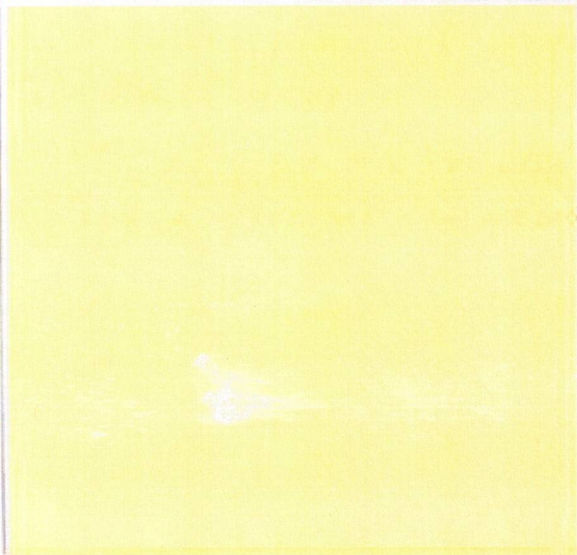
Please remit all payments to:
 Techline, Inc.
 P.O. Box 874005
 Dallas, TX 75287-4005
 Phone: (512) 833-5401

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

INSTRUCTIONS	
SHIP POINT	SHIP VIA
Techline Alexandria	BEST WAY
SHIPPED	TERMS
	NET 30 DAYS

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY AVAILABLE	QTY. LIM.	UNIT PRICE	AMOUNT (NET)
1	35CL4-CCA-ET Pole, Wood 35' Class 4	10	10	EA	331.17	3311.70
2	40CL4-CCA-ET Pole, Wood 40FT Class 4 CCA-ET	10	10	EA	410.58	4105.80
3	45CL4-CCA-ET Pole, Wood 45' Class 4 CCA-ET	10	10	EA	495.79	4957.90
4	55CL3-CCA-ET Pole, Wood 55' Class 3 CCA-ET	3	3	EA	790.16	2370.48
4	Lines Total	Qty Shipped Total	33		Total Invoice Total	14745.88 14745.88

4 1/2 months for Delivery



7

AIR PORT LEFT STATION
REBUILD



3833 CROWLEY-RAYNE HWY
P.O. BOX 900
RAYNE, LA 70578
337-334-6747 PHONE
337-334-6752 FAX

September 6, 2022

City of Abbeville

Attn: Mr. Tim

Griner Drilling Service is pleased to quote on the following:

Parts to repair your existing 4" Gorman Rupp self-priming pump:

- One impeller
- Impeller washer
- Impeller screw
- Impeller shim set
- Mechanical seal with sieve
- Sleeve O-ring
- Wear plate
- Inboard bearing
- Outboard bearing
- Oil seal
- Seal plate gasket
- Bearing cap gasket
- 2- rotating and back cover O-rings
- 2- bearing housing cover O-rings
- Bearing snap ring

Total would be-----\$2,655.00 x 2

Option

- Reassemble your existing rotating assembly
- Mobilize to location
- Change out the wear plate
- Install your repaired rotating assembly
- Start up

Total would be-----\$1,945.00 x 2



Total ^{oo}/_{oo}
9220

CITY OF ABBEVILLE

RESOLUTION NUMBER: _____

Date: *September 20, 2022*

R E S O L U T I O N

WHEREAS, Title 2 of the Louisiana Revised Statutes of 1950 provides that cities, towns, parishes, and other political subdivisions of this State may separately or jointly acquire, establish, construct, expand, own, lease, control, equip, improve, maintain, operate, regulate, and police airports and landing fields for the use of aircraft; and,

WHEREAS, the State of Louisiana, Department of Transportation and Development, Division of Aviation (formerly the LA DOTD-OAPT) is charged by Title 2 with the responsibility for the development of aviation facilities within the State to foster air commerce and to safeguard the interests of those engaged in all phases of the aviation industry and of the general public; and,

WHEREAS, the *City of Abbeville, Louisiana*, hereinafter referred to as “Sponsor”, has completed an FAA and DOTD approved Master Plan, Action Plan, and/or Airport Layout Plan which outlines the specific future development of the *Abbeville Chris Crusta Memorial Airport*; and, the Sponsor is desirous of implementing a portion of the approved Plan recommendations which provide for the critically needed improvements as stated below to substantially improve the safety and usability of the Airport, but does not have sufficient funds of its own required for completing the needed improvements; and,

WHEREAS, the LA DOTD, Division of Aviation is authorized by Title 2 to expend funds for the construction or enlargement of airports for the safety and advancement of aeronautics;

NOW, THEREFORE, BE IT RESOLVED:

SECTION I

That the Sponsor does hereby formally request that the LA DOTD, Division of Aviation provide funds required to complete the airport improvements at the *Abbeville Chris Crusta Memorial Airport* specifically as described in the Capital Improvement Program Application for State Financial Assistance dated *September 20, 2022*.

SECTION II

That the said LA DOTD, Division of Aviation be and is hereby assured that all necessary servitudes, rights-of-way, rights of ingress and egress and means thereof will be furnished by the Sponsor and the titles thereto will be valid and indefeasible, and that the Sponsor will assume ownership, financial reporting, and complete responsibility for the maintenance and upkeep of the airport after completion of said improvement.

SECTION III

That the Sponsor will save and hold the said LA DOTD, Division of Aviation, its officers, agents, and employees harmless from any liability or claim for damages arising out of the project, including death or injuries to third parties including, but not limited to, liability or claim for damages out of the negligence of said LA DOTD, Division of Aviation, its officers, agents, or employees, and expressly agrees to defend any suit of any nature brought against the LA DOTD, Division of Aviation as a result of this project.

SECTION IV

That the **Mayor** of the Sponsor be and is hereby authorized and directed to evidence this agreement by affixing his signature at the place provided therefore on this resolution and on subsequent related documents/agreements as required by the rules and regulations of the Federal Aviation Administration and the State of Louisiana and the Clerk is hereby authorized to attest said execution.

SECTION V

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

The **City Council** for the Sponsor of the Parish of **Vermilion** met in regular session on this date. The aforesaid resolution was offered by _____ and seconded by _____. 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 **20th** day of **September, 2022**.

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 Sponsor of *Vermilion* Parish, Louisiana in regular session convened on this, the *20th* day of *September, 2022*.

(Signature of Secretary of Sponsor)

(Title)