310 E. Main Street • Broussard, Louisiana 70518

Mayor
Ray Bourque
mayorbourque@broussardla.com
www.cityofbroussard.com



(337) 837-6681 • Fax (337) 837-8121

Council:

Angel Racca - District I
David M. Bonin - District II
Jesse Regan - District III
Heather Girouard - District IV
David Forbes - District V
Kody Allen - District VI
Jeff Delahoussaye - At Large

AGENDA FOR THE REGULAR MEETING OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BROUSSARD, LA HELD ON TUESDAY, November 14, 2023 AT 6:00 P.M. AT 414 EAST MAIN STREET, COUNCIL CHAMBERS

Meetings are streamed lived. Please visit our website at https://www.cityofbroussard.com/government/city-council to obtain access to our live meetings.

1. OPENING	Mayor Bourque
	(6:00 pm-6:05 pm)
1.1 Pledge of Allegiance	
1.2 Invocation	
2. MINUTES	Mayor Bourque
2. 11113-123	(6:05 pm—6:10 pm)
2.1 Acceptance of Minutes of the October 24, 2023 Meeting	
3. OTHER BUSINESS	
	Mayor Bourque

3.1 Parish President Josh Guillory

Ben Theriot (6:20 pm – 6:30 pm)

(6:10 pm - 6:20 pm)

3.2 Report on condemned property: 107 N. Eola Road Carolyn Lebleu Property

Ben Theriot (6:30 pm – 6:40 pm)

3.3 Appeal of Condemnation of 400 East Third Street Jason and Angela Richard Property

Ben Theriot (6:40 pm - 6:50 pm)

3.4 Report on condemned property: 304 East Madison Douglas and Willa Dean Chesson Property

4. RESOLUTIONS

Karen Fontenot (6:50 pm—7:00 pm)

4.1 Resolution #767-23

A resolution regarding a lease purchase agreement for the purpose of financing Motorola Radio's and related equipment

Daniel Hutchinson (7:00 pm - 7:10 pm)

4.2 Resolution #768-23

A resolution declaring the contract for construction of a sewer lift station on St. Nazaire Road to be substantially complete

Daniel Hutchinson (7:10 pm - 7:20 pm)

4.3 Resolution #769-23

A resolution approving and awarding the bid for the Albertsons Villa Lift Station

Mayor Bourque (7:20 pm = 7:30 pm)

4.4 Resolution #770-23

A resolution requesting financial assistance from the State of Louisiana under the Fiscal Year 2023-2024 LGAP and CWEF Program

Chief Champagne (7:30 pm – 7:40 pm)

4.5 Resolution #771-23

A resolution authorizing a Cooperative Endeavor Agreement with Lafayette Parish for Firefighting Services

5. ORDINANCES FOR ADOPTION

Gerald deLauanay (7:40 pm -7:50 pm)

5.1 Ordinance #23-784

An ordinance amending the zoning maps by adding the following maps:

Map F-14, Portions of LA Hwy 92 and Marteau Road

Map F-7, Portions of North Eola Road

Map D-8, Portions of LA Hwy 89-Youngsville Highway

Map G-12, Portions of Lakeview Road

Map G-13, Portions of Lakeview Road

Map H-12, Portions of Lakeview Road

6. ADJOURNMENT

Mayor Bourque (7:50 pm)

MINUTES OF THE

REGULAR MEETING OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BROUSSARD, LA

ON Tuesday, October 24, 2023,

AT 6:00 P.M. AT 414 EAST MAIN STREET, COUNCIL CHAMBERS

Present:

Mayor Ray Bourque, Councilwoman Angel Racca (District 1), Councilman David Bonin (District 2), Councilman Jesse Regan (District 3), Councilwoman Heather Girouard (District 4), Councilman David Forbes (District 5), and Councilman Jeff Delahoussaye (At

Large),

Staff:

Tina Emert (City Clerk/Director of Administrative Services), Callie Laviolette (Chief Administrative Officer), Karen Fontenot (Chief Financial Officer), Susie Richard (Executive Assistant to the Mayor), Mel Bertrand (City Manager/Director of Public Works), Millicent Norbert (Director of Tourism), Jamison Abshire (Director of Parks and Recreation), Ben Theriot (Code Enforcement Officer), Oscar Reed (Attorney At Law), Tony Ashy (Assistant Police Chief), Walter Comeaux (City Engineer), Daniel Hutchinson

(City Engineer), Chief Bryan Champagne (Fire Chief)

Absent:

Councilman Kody Allen (District 6) and Chief Vance Olivier (Police Chief)

1. OPENING

- 1.1 Pledge of Allegiance
- 1.2 Invocation done by Pastor Gabe Smith of Our Savior's Church in Broussard

2. MINUTES

2.1 Acceptance of Minutes of the October 10, 2023, Regular Meeting

Motion by Councilman Delahoussaye

Second by Councilman Girouard

Discussion: No public comments.
Final Resolution: Motion Approved

YEAS:

District 1 - Angel Racca

District 2 - David Bonin

District 3 - Jesse Regan

District 4 - Heather Girouard

District 5 - David Forbes

At Large - Jeff Delahoussaye

ABSENT:

District 6 -

Kody Allen

3. FINANCIAL REPORT

3.1 Approval of the September 2023 financial report

Motion by Councilman Regan

Second by Councilman Forbes

Discussion: Karen stated the financials were sent out to the council last week. Every department is on target. We have rebounded from the drop in Sales Tax. Right now, we are ahead 1% of budget figures. We are 14% ahead of where we were last year and 27% ahead of where we were 2 years ago. We made up for the shortfall.

Final Resolution: Motion Approved

YEAS:

District 1 - Angel Racca

District 2 -

David Bonin

District 3 -

Jesse Regan

District 4 -

Heather Girouard

District 5 -

David Forbes

At Large -

Jeff Delahoussaye

ABSENT:

District 6 -

Kody Allen

4. OTHER BUSINESS

4.1 Parish President Josh Guillory

Resident Guillory was unable to attend tonight due to a scheduling conflict. He will be re-scheduled for the next meeting.

4.2 Condemnation of 304 East Madison

Douglas and Willa Dean Chesson Family

Mayor Bourque stated there is no motion that needs to be made on this property to condemn it. It was previously approved. Tonight is only to hear the status of the condemnation. Ben stated the family was waiting for a price to do the demo. They did get a quote from the demo company today. It did take a while because they also must remove the asbestos from the home. They will still do the demo on their own, not through the city. They are asking for a 30-day window to get it done. They are not dragging their feet; they just need more time. Councilman Delahoussaye questioned how much time do they need? Ben stated they will sign the quote this week and it should be completed in 30 days. The council asked Ben to report back on this at the November 14th meeting.

4.3 Estate of Luvenia Lee

Condemnation of 103 Loui Street

(Purple building with Yellow Trim Facing Main Street)

Motion by Councilwoman Girouard

Second by Councilman Bonin

Discussion: The council has recommend this condemnation be pushed to this meeting for the inside of the building could be inspected and a report be given to the council tonight. Ben stated the family has not responded with him or the inspector to allow them to go inspect the interior of the building. We have not received any communications from them. The grass has been mowed. Ms. Piper is the owner of the property, not Ms. Flugence who previously addressed the council; therefore we should limit any business to be done only with the owner of the property. Councilwoman Girouard stated she does not want to extend anymore time for this property. If we do it will only expose other issues and she doesn't want to see that happen. Ben stated it is a commercial building and it will need to meet certain commercial standards. Oscar stated we will send notice of proof to the owner advising of the condemnation to commend in 30 days.

Final Resolution: Motion Approved

YEAS:

District 1 - Angel Racca

District 2 -

David Bonin

District 3 -

Jesse Regan

District 4 -

Heather Girouard

District 5 -

David Forbes

At Large -

Jeff Delahoussaye

ABSENT:

District 6 -

Kody Allen

5. **RESOLUTIONS**

5.1 Resolution #765-23

A resolution approving and awarding the low bid the West Fairfield Road Extension Project to Glenn Lege Construction, LLC in the amount of \$581,041.00

Motion by Councilman Regan

Second by Councilman Forbes

Discussion: Daniel stated the lowest bidder was Glenn Lege Construction, LLC in the amount of \$581,041.00 and they recommend the bid be awarded. Councilman Regan questioned if we would start now, or will Youngsville start first, and will we meet up with them? Daniel stated we will start first and for now we will barricade the road with a dead end sign on where the road will end, until Youngsville meets our road. Mayor Bourque stated this will fall close to Sable Palms Phase 2, so he asked the engineers to make sure they work closely with Councilman Regan being this is his district. Daniel and Walter stated the road will start to curve behind the homes, further away from them.

Final Resolution: Motion Approved

YEAS:

Angel Racca District 1 -

District 2 -

David Bonin

District 3 -

Jesse Regan

District 4 - Heather Girouard

District 5 -

David Forbes

At Large -

Jeff Delahoussaye

ABSENT:

District 6 -

Kody Allen

6. ORDINANCES FOR INTRODUCTION

6.1 Ordinance #23-784

An ordinance amending the zoning maps by adding the following maps:

Map F-14, Portions of LA Hwy 92 and Marteau Road

Map F-7, Portions of North Eola Road

Map D-8, Portions of LA Hwy 89-Youngsville Highway

Map G-12, Portions of Lakeview Road

Map G-13, Portions of Lakeview Road

Map H-12, Portions of Lakeview Road

Motion by Councilman Bonin

Second by Councilman Forbes

Discussion: No public comments

Final Resolution: Motion Approved

YEAS:

District 1 -

Angel Racca

District 2 -

David Bonin

District 3 -

Jesse Regan

District 4 - Heather Girouard

District 5 -

David Forbes

At Large -

Jeff Delahoussaye

ABSENT:

District 6 -

Kody Allen

Mayor Bourque reminded everyone of Coffee in Broussard on Friday morning October 27th at Jet Coffee.

7. ADJOURNMENT

7.1 Adjourn Meeting

RESOLUTION #767-23

A RESOLUTION REGARDING A LEASE PURCHASE AGREEMENT FOR THE PURPOSE OF FINANCING "MOTOROLA RADIOS AND RELATED EQUIPMENT".

WHEREAS, the City of Broussard, State of Louisiana (the "City") desires to enter into that certain Lease-Purchase Agreement No.10504 (the "Agreement") by and between the City and Government Capital Corporation, for the purpose of financing "Motorola Radios and related equipment"; and

WHEREAS, the City desires to designate the Agreement as a "qualified tax-exempt obligation" of the City for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the City desires to designate the Mayor or the Mayor's designee as an authorized signer of the Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROUSSARD, STATE OF LOUISIANA, acting as the governing authority of the City, that:

<u>Section 1</u>. The City Council hereby approves the Agreement in substantially the form attached hereto, subject to revisions as may be approved by the Mayor.

<u>Section 2</u>. The City hereby designates the Agreement as a "qualified tax-exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

<u>Section 3</u>. The Mayor and City Clerk of the City, or any other designee authorized by the Mayor, are hereby authorized to execute any other ancillary exhibit, certificate, or documentation needed for the Agreement.

<u>Section 4</u>. The City Council finds and determines that a real necessity exists for the employment of special counsel in connection with the Agreement, and accordingly, Foley & Judell, L.L.P., of New Orleans, Louisiana, is hereby employed to do and perform work of a traditional legal nature with respect to the Agreement. The fee to be paid said special counsel shall be an amount computed at hourly rates based on the Attorney General's then current Maximum Hourly Fee Schedule, not to exceed \$3,000, together with reimbursement of out-of-pocket expenses. The Mayor is hereby authorized and directed to execute, and this City Council hereby agrees to and accepts the terms of, the engagement letter of said special counsel which is on file with the Lessee. The Chief Financial Officer is hereby empowered and directed to provide for payment of the work herein specified upon completion thereof and under the conditions herein enumerated without further approval of the City Council.

Section 5. This Resolution shall be effective immediately.

	The foregoing having been submitted to a vote, t	the vote thereon was as follows:
	YEAS:	
	NAYS:	
	ABSTAINING:	
	ABSENT:	3
	And the resolution was declared adopted on this,	the 14 th day of November, 2023.
Lesse	ee: City of Broussard	Witness Signature
Ray E Mayo	Bourque	Tina Emert City Clerk

RESOLUTION NO.: 768-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BROUSSARD, LOUISIANA DECLARING THE CONTRACT FOR CONSTRUCTION OF A SEWER LIFT STATION ON ST. NAZAIRE ROAD TO BE SUBSTANTIALLY COMPLETE

WHEREAS, the City of Broussard, Louisiana awarded a contract to Southern Constructors, LLC for construction of a sewer lift station on St. Nazaire Road; and

WHEREAS, the Engineer for the City of Broussard, Louisiana, has recommended that the contract be declared substantially complete as of November 8, 2023.

THEREFORE, BE IT RESOLVED by the City Council of the City of Broussard, Louisiana that the contract with Southern Constructors, LLC for construction of a sewer lift station on St. Nazaire Road is hereby declared to be substantially complete and the Certificate of Substantial Completion issued by the City Engineer for this project on November 8, 2023 be and is hereby approved.

And this Resolution was submitted to a vote on the 14th day	of November, 2023, and the vot
thereon was as follows:	
YEAS:	
NAYS:	
ABSENT:	
ABSTENTION:	
And this Resolution was declared adopted this 14th day of	November, 2023.
RAY BOURQUE, Mayor TINA	EMERT, City Clerk

CERTIFICATION

I, TINA EMERT, the duly qualified and appointed Clerk of the City of Broussard, State of Louisiana do hereby certify that the above and foregoing Resolution is a true and correct copy from the minutes of the regular meeting of the Mayor and City Council of the City of Broussard, Louisiana, held on this, the 14th day of November, 2023.

TINA EMERT City Clerk, City of Broussard

RESOLUTION NO.: 769-23

A RESOLUTION OF THE CITY COUNCIL ACCEPTING THE LOWEST RESPONSIVE BID OF THREE HUNDRED SIXTY-SEVEN THOUSAND NINE HUNDRED SEVENTY-FIVE DOLLARS (\$367,975.00) FROM E.B. FEUTCH & SONS, LLC FOR THE ALBERTSONS VILLAS LIFT STATION BETTERMENT DESIGN

WHEREAS, the City of Broussard, Louisiana requested bids for the Albertson's Villas Lift Station Betterment Design project; and

WHEREAS, the Engineer for the City of Broussard, Louisiana, has recommended that the lowest responsive bid be awarded;

THEREFORE, BE IT RESOLVED by the City Council of the City of Broussard,
Louisiana that the bid of Three Hundred Sixty-Seven Thousand Nine Hundred Seventy-Five
Dollars (\$367,975.00) from E.B. Feutch & Sons, LLC is hereby accepted, and the Mayor of the
City of Broussard, or his designee may go forward with said project, signing any and all
contracts, agreements, and other documents he deems necessary for the completion of said
project.

And this Resolution was submitted to a vote on the 14th day of November, 2023, and the vote thereon was as follows:

YEAS:
NAYS:
ABSENT:

ABSTENTION:

And this Resolution was	declared adopted this, the	day of November, 2023.
RAY BOURQUE, Mayor		TINA EMERT, City Clerk
	CERTIFICATION	
Louisiana do hereby certify that	at the above and foregoing meeting of the Mayor and	Clerk of the City of Broussard, State of Resolution is a true and correct copy City Council of the City of Broussard,
THUS DONE AND S, 2023.	SIGNED in Broussard, I	Louisiana, on this the day of
-	TINA EMERT City Clerk, City of Brous	ssard

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

RESOLUTION NO. #770-23

A RESOLUTION REQUESTING FINANCIAL ASSISTANCE FROM THE STATE OF LOUISIANA UNDER THE FISCAL YEAR 2023-2024 LOCAL GOVERNMENT ASSISTANCE PROGRAM AND COMMUNITY WATER ENRICHMENT FUND PROGRAM

WHEREAS, the Louisiana Legislature has appropriated funding for the Fiscal Year 2023-2024 Local Government Assistance Program (LGAP) and Community Water Enrichment Fund (CWEF) Program; and

WHEREAS, the Local Government Assistance 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 Community Water Enrichment Fund Program offers grants to eligible municipalities and parishes for rehabilitation, improvements and new construction projects for community potable water systems; and

WHEREAS, it is deemed necessary and proper to submit applications to the Louisiana Office of Community Development under the Fiscal Year 2023-2024 Local Government Assistance Program and also the Fiscal Year 2023-2024 Community Water Enrichment Fund Program.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Broussard that Mayor Ray Bourque is hereby authorized to sign and submit an application to the State of Louisiana, Office of Community Development under the Fiscal Year 2023-2024 Local Government Assistance Program and also execute any and all documents should this grant be funded; and

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to sign and submit an application to the State of Louisiana, Office of Community Development under the Fiscal Year 2023-2024 Community Water Enrichment Fund Program and also execute any and all documents should this grant be funded.

THEREUPON, the above resolution was declared adopted.

CERTIFICATE

I, Tina Emert, City Clerk of the City of Broussard, do hereby certify that the above is a true and exact copy of a resolution adopted by the City Council of the City of Broussard on November 14, 2023 at which time a quorum was present and voting.

TINA EMERT CITY CLERK CITY OF BROUSSARD

kb450rm282

RESOLUTION NO. 771-23

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BROUSSARD, LOUISIANA AUTHORIZING A COOPERATIVE ENDEAVOR AGREEMENT WITH THE LAFAYETTE PARISH FOR FIREFIGHTING SERVICES

WHEREAS, Article VII, Section 14(C) of the 1974 Constitution of the State of Louisiana and LSA-R.S. 33: 1324, et seq. provide that, for a public purpose, public entities, parishes, municipalities, and political subdivisions may engage in and make cooperative endeavor agreements/intergovernmental agreements between themselves for specific purposes.

WHEREAS, the City Council of the City of Broussard finds that it is in the best interest of and will benefit the citizens of Broussard for the City to enter into a cooperative endeavor agreement with Lafayette Parish for firefighting services.

THEREFORE, BE IT RESOLVED by the City Council of the City of Broussard,

Louisiana that the Broussard Fire Department enter into a cooperative endeavor agreement with

Lafayette Parish for firefighting services as described in the proposed agreement which is

attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED, that the Mayor of the City of Broussard is authorized and directed to approve and execute said cooperative endeavor agreement on behalf of the Broussard Fire Department, said agreement to be substantially in the form of Exhibit A.

And this Resolution was submitted to a vote on the 14th	day of November 2023 and the
vote thereon was as follows:	
YEAS:	
NAYS:	
ABSENT:	
ABSTENTION:	
And this Resolution was declared adopted this, the 14 th	day of November, 2023
RAY BOURQUE, Mayor	NA EMERT, City Clerk
CERTIFICATION	
I, TINA EMERT, the duly qualified and appointed Clear Louisiana do hereby certify that the above and foregoing Refrom the minutes of the regular meeting of the Mayor and City Louisiana, held on the 14 th day of November, 2023.	solution is a true and correct copy
THUS DONE AND SIGNED in Broussard, Louisiana 2023.	, on this the 14 th day of November,
TINA EMERT City Clerk, City of Broussar	d

COOPERATIVE ENDEAVOR AGREEMENT FOR FIREFIGHTING SERVICES IN LAFAYETTE PARISH

THIS COOPERATIVE ENDEAVOR AGREEMENT (the "Agreement"), is made and entered into effective this 1st day of November, 2023, by and between:

PARISH OF LAFAYETTE ("Parish"), acting through its governing authority, LAFAYETTE CITY PARISH CONSOLIDATED GOVERNMENT ("LCG"), pursuant to Ordinance No. JO-060-2023, adopted on October 3, 2023, represented herein by its Mayor-President, Joshua S. Guillory;

LAFAYETTE FIRE PROTECTION ASSN., INC. ("Association"), represented herein by its President, Bryan Champague;

BROUSSARD FIRE DEPARTMENT ("Broussard"), pursuant to Resolution of Broussard Fire Department, represented herein by the City of Broussard Mayor, Ray Bourque;

CITY OF CARENCRO ("Carencro"), pursuant to Carencro City Council Resolution No. _____, adopted on ______, 2023, represented herein by its Mayor, Charlotte Stemmans Clavier;

DUSON VOLUNTEER FIRE DEPARTMENT, INC. ("Duson"), pursuant to Resolution of Duson Volunteer Fire Department, Inc., represented herein by its Board President, Tim Courville;

JUDICE VOLUNTEER FIRE DEPARTMENT, INC. ("Judice"), pursuant to Resolution of Judice Volunteer Fire Department, Inc., represented herein by its Board President, Timmy Judice;

CITY OF LAFAYETTE ("Lafayette"), acting through its governing authority, LAFAYETTE CITY PARISH CONSOLIDATED GOVERNMENT (hereinafter "LCG"), pursuant to Ordinance No. JO-060-2023, adopted on October 3, 2023, represented herein by its Mayor-President, Joshua S. Guillory;

MILTON VOLUNTEER FIRE DEPARTMENT, INC. ("Milton"), pursuant to Resolution of Milton Volunteer Fire Department, Inc., represented herein by its Board President, Derek Eaton;

SCOTT VOLUNTEER FIRE DEPARTMENT ("Scott"), pursuant to Resolution of Scott Volunteer Fire Department, represented herein by its Board President, Troy Bergeron; and

YOUNGSVILLE VOLUNTEER FIRE DEPARTMENT, INCORPORATED ("Youngsville"), pursuant to Resolution of Youngsville Volunteer Fire Department, Incorporated, represented herein by its Board President, Richard Bresnahan;

collectively, the "Parties," and each, a "Party";

who declared:

RECITALS

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

WHEREAS, to promote the public health, safety and welfare of the Parish of Lafayette, the Parish desires to contract with Broussard, Carencro, Duson, Judice, Lafayette, Milton, Scott, and Youngsville (collectively, the "Departments" and each, a "Department") and the Association,

for firefighting services to be provided within certain parts of the Parish of Lafayette, which services provide a public benefit to the citizens of the Parish of Lafayette; and

WHEREAS, there is a public purpose for this Agreement of substantial benefit to the Parties and to the citizens of the Parish of Lafayette, in such mutual cooperation; and

WHEREAS, the Parties have reasonable expectations of receiving benefit or value from this Agreement that is equivalent to or greater than the consideration described in this Agreement; and

WHEREAS, transfer or expenditure of public funds or property is not a gratuitous donation.

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

ARTICLE 1 - TERM

The term of this Agreement shall be from November 1, 2023 through October 31, 2024 ("Term"). The Parish or the Association may terminate this Agreement, for any reason, upon ninety (90) days written notice to the other Parties. The Parish or any Department may terminate this Agreement in whole or in part, as to that Department only, for any reason, upon ninety (90) days written notice to the other Parties, in which event this Agreement shall remain in full force and effect as to the other Parties.

ARTICLE 2 - FUNDING

A. Association Funding

For the 2023-2024 fiscal year (11/1/2023 - 10/31/2024), the Parish shall pay to the Association a fixed amount of \$1,238,592, based on the current amount included in LCG's 2023-2024 budget ("Association Funding"). The annual fixed amount payments will be charged to the following account number set forth below:

ACCOUNT	BUDGET ITEM	AMOUNT
2794190 76550-0	EXT APP-VFD ASSISTANCE	\$1,238,592

The Association Funding shall be paid in four (4) payments on the following schedule: twenty-five percent (25%) on the later of November 1, 2023 or the date this Agreement has been executed by the Parties, twenty-five percent (25%) on or before February 1, 2024; twenty-five percent (25%) on or before May 1, 2024; and twenty-five percent (25%) on or before August 1, 2024.

In the event LCG amends its budget to revise the Association Funding amount, the amended amount shall be effective on the date the budget amendment becomes effective. Subsequent payments shall be made at the amended amount, pro rata calculated on a daily basis, for the remainder of the Term.

If this Agreement terminates prior to the end of the Term, regardless of which Party terminates the Agreement, the Parish shall pay to the Association the carned but unpaid portion of the Association Funding, or the Association shall refund to the Parish the unearned portion of the Association Funding paid by the Parish, whichever is applicable. For purposes of this paragraph, the Association Funding shall be considered earned on a daily pro rata basis equal to the annual fixed amount divided by 365 days.

If a payment is due by the Parish pursuant to the preceding paragraph, it shall be paid within thirty (30) days of the effective date of termination or the next scheduled payment date, whichever is later. If a refund is due by the Association pursuant to the preceding paragraph, it shall be paid within thirty (30) days of the effective date of termination and the Parish shall have the right, in its sole discretion, to withhold any amounts due to the Association on or after the effective date of termination, up to the refund amount, until the refund amount is paid or to offset the refund amount.

Any fund remaining after the Association makes the payments described in Section B shall be used for the expenses of the Association.

B. Two Percent Fire Insurance Fund Rebate

This Agreement shall have no applicability to the Two Percent Fire Insurance Fund rebate distribution provided for by La. R.S. 22:347.

ARTICLE 3 - SERVICES

A. Coverage Area

This Agreement for firefighting services covers all unincorporated areas of Lafayette Parish identified as each Department's respective Fire District on the Lafayette Parish Map with Fire Districts attached hereto and made a part hereof as Exhibit A (each, a "Fire District"). It is expressly understood that this Agreement has no application to any other areas of Lafayette Parish.

B. Categories of Calls

The Departments hereby agree to respond to the following categories of calls in their Fire Districts:

- Structure fire, regardless of whether or not actual fire suppression is required, including
 investigations, good intents, and false alarms. The term "structure" includes, but is not
 limited to, dwellings, mobile homes, outbuildings, sheds, warehouses, barns,
 commercial/government buildings, and other similar structures.
- 2. Vehicle fire/rescue requiring actual fire suppression and/or rescue.
- Grass fire, trash fire or other non-structure fire, regardless of whether or not actual fire suppression is required, including investigations, good intents, or false alarms.
- 4. Gas spill, including wash-down if needed; and
- Standby required due to a hazardous condition. The term "hazardous condition" means an incident involving the actual or potential release of hazardous materials, including solids, liquids, or gases that may cause injury, death, or damage to property.

C. Required Response

Each Department shall provide one (1) pumper truck, properly prepared and equipped, to respond to those Categories of Calls enumerated in Section B, above, and it shall make such efforts as are reasonably possible in light of available water supply and other prevailing conditions of weather and the premises involved; such efforts shall be determined in the judgment of the officer in command upon arrival at the scene.

Each Department is obligated to make only one response to a call in its Fire District, either by the Department or by another fire department under a mutual aid agreement, at any one time under this Agreement, and no further response shall be required on the part of the Department during a call in progress.

A call in progress shall be timed from the receipt of said call until the time that the Department and the unit making such call has returned to the station. The Department may, in its sole discretion, dispatch another fire engine to a second call during a call in progress or dispatch additional units to the scene of any fire in progress, but in no case is required to do so.

Any Firefighter hired by a Department shall be certified as Firefighter I.

D. Water Supply

The Departments in no way take responsibility to create or provide fire hydrant water supply for fire protection in any area of the Parish of Lafayette. Each Department agrees to use the Parish tanker truck listed on the schedule attached hereto as Exhibit B to provide adequate water supply when responding to a structure fire call in the Department's Fire District, and if needed when responding to any other call in the Department's Fire District.

E. Testing

The Departments must submit hose test results and pump test results to the Records Clerk annually no later than September 1. The failure of a Department to submit the hose test results and pump test results timely will result in the Association engaging a third-party to conduct the test(s), at the Department's cost. The cost of third-party testing shall be deducted from any amounts due to the Department under this Agreement, or if there are no amounts remaining to be paid to the Department, the Association shall invoice the Department and the Department shall pay the Parish's invoice within thirty (30) days of receipt.

F. Pre-Planning

The Departments shall pre-plan all businesses in the unincorporated areas of the Parish of Lafayette within their respective Fire Districts by the end of the Term.

ARTICLE 4 - PARISH EQUIPMENT

As additional consideration for this Agreement, the Parish will permit certain equipment provided by the Parish and listed on the schedule attached hereto as Exhibit B (hereinafter "Equipment") to be used by the Departments in providing the firefighting services required under this Agreement.

Each Department shall be responsible for the care and safekeeping of the Equipment provided to it by the Parish. The Department shall return the Equipment to the Parish at the termination of this Agreement, or at such earlier time as may be requested by the Parish, in the same condition as received, normal wear and tear excepted. In the event the Equipment is damaged, lost or stolen, the Department shall reimburse the Parish for the damaged, lost or stolen equipment at its replacement value.

The Parish will maintain all necessary liability and property insurance on, or self-insure, the Equipment.

Except as otherwise provided herein, the Parish shall be responsible for all maintenance and repairs of the Tankers during the term of this Agreement, including but not limited to engine repairs, transmission repairs, fire pump repairs, and tire replacements. The Departments shall be responsible for routine maintenance of the Tankers, including but not limited to oil changes, tuneups, and minor repairs. The Departments shall also be responsible for repairing any damage to the Tankers caused by the negligence or intentional act or omission of the Departments, their employees or volunteers, including but not limited to inadequate routine maintenance or misuse.

ARTICLE 5 - INSURANCE

Each Department shall, at all times during the term of this Agreement, at its own cost and expense, maintain Commercial General Liability insurance with limits of \$2 million per occurrence including, but not limited to, coverage for Bodily Injury, Property Damage, Premises Operations, Independent Contractors, Products-Completed Operations, and Broad Form Contractual Liability with respects to all operations of the Department under this Agreement.

Each Department shall, at all times during the term of this Agreement, at its own cost and expense, maintain a Commercial Automobile Liability insurance policy with a combined single limit of \$2 million per occurrence with respects to all operations of the Department under this Agreement. Also, in the event an automobile not owned by the Department, including but not limited to a fire truck, is utilized in performance of services under this Agreement, then "Hired" and "Non-Owned Auto" coverage is required with limits of \$2 million per occurrence with respect to all operations of the Department under this Agreement.

Each Department shall, at all times during the term of this Agreement, at its own cost and expense, maintain Workers' Compensation insurance and Employer's Liability insurance for the Department's employees and volunteers. The Workers Compensation insurance shall be for Louisiana Statutory Limits and Employer's Liability in the amount of \$2 million per occurrence. The Department acknowledges that the Workers' Compensation insurance provided by the Louisiana State Fire Marshal for volunteer firefighters will only cover claims in accordance with the terms of the insurance policy and governing law. For any claims not covered in whole or in

part, the Department hereby assumes full responsibility for such claims to the extent not covered, in whole or in part, by the Louisiana State Fire Marshal's Workers' Compensation insurance.

The liability insurance limits can be met with any combination of primary and excess coverage. As to all insurance required herein, each Department shall deliver to LCG an appropriate certificate of insurance on a form acceptable to LCG, indicating such coverages effective during the term of this Agreement and it shall provide for written notice to LCG thirty (30) days prior to cancellation or modification of any policy of insurance required hereunder.

Each Department shall, without expense to the Parish, list the Parish, LCG, and their officials, employees, and volunteers as named additional insureds and certificate holders on all liability insurance policies required by this Agreement. The Workers' Compensation insurance carrier shall provide a waiver of subrogation in favor of the foregoing named additional insureds. Each Department hereby further provides a waiver of subrogation in favor of the Parish and LCG concerning any Workers' Compensation claims, whether covered or not covered by insurance.

Notwithstanding anything in this Agreement to the contrary, all payments to the Departments under this Agreement are conditioned and contingent upon receipt by LCG of appropriate certificates of insurance on a form acceptable to LCG indicating the insurance coverage required herein, effective during the term of this Agreement.

This Article 5 shall not apply to Lafayette to the extent that its insurance coverage is provided through LCG's self-insurance program.

ARTICLE 6 - INDEMNITY

To the fullest extent permitted by law, the Association and each Department agrees to defend, indemnify, and hold harmless the Parish, LCG, and their respective elected and appointed officials, employees, volunteers, contractors, agents, representatives, and insurers (hereinafter collectively referred to as "Indemnitees"), from and against any and all claims, demands, actions, damages, losses, judgments, costs, and expenses (including, without limitation, all reasonable attorney's fees), whether based in contract, tort, strict liability, equity, or any other concept or theory of liability, arising out of or resulting from the performance of services under this Agreement or the exercise, discharge or performance of the terms of this Agreement, Agreement, but only to the extent caused by the negligent or intentional acts or omissions of the Association/Department or its employees or agents. In the event that it is determined that such claim, damage, loss, judgment, or expense is caused in part by the negligent or intentional act or omission of the Parish or its respective employees or agents, then Association/Department and the Parish shall each pay its pro-rata share of the claim, demand, action, damage, loss, cost or expense. The Association and each Department understands and agrees these obligations include claims, demands, actions, damages or losses that exceed the insurance coverage required by this Agreement and the full amount of any judgment rendered or compromise settlement made, plus attorney's fees, expenses, court costs, and interest.

ARTICLE 7 - FINANCIAL REPORTING AND AUDITS

The Association and the Departments are not required to maintain the funding in separate accounts, but it is to be used for the general operations of the Departments to enable them to provide adequate firefighting services under the terms of this Agreement and as determined by the governing authorities of the Departments.

The Association and each Department shall provide to the Parish a copy of its annual financial statements and/or Form 990 federal tax return no later than the 15th day of the 6th month after the end of the Association or Department's fiscal year. If financial statements are provided, they shall at a minimum be compiled by a certified public accountant and include all statements applicable to the operations of the Association or Department, including a balance sheet and income statement.

It is hereby agreed that the Legislative Auditor of the State of Louisiana shall have the option of inspecting and auditing all data, records, and accounts of the Association and the Departments which relate to this Agreement, upon request. The Association and the Departments acknowledge that they may be subject to audit and the reporting requirements as required by La. R.S. 24:513-514. Accordingly, La. R.S. 24:513 requires the Association and the Departments to

designate an individual who shall be responsible for filing annual financial reports with the Legislative Auditor and shall notify the Legislative Auditor of the name and address of the person so designated ("Notice"). The Notice shall be mailed to:

Louisiana Legislative Auditor P.O. Box 94397 Baton Rouge, LA 70804-9397

And a copy to:

Lafayette City-Parish Consolidated Government Attn: Fire Chief P.O. Box 4017-C Lafayette, LA 70502

The Association and the Departments shall maintain all books and records pertaining to this Agreement for a period of four (4) years after the date of final payment or four (4) years from the date of termination of the Agreement, whichever is later.

ARTICLE 8 - NON-DISCRIMINATION

The Association and each Department agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, as amended, the Age Act of 1975, as amended, and the The Association and each Department agrees to abide by the requirements of the Americans with Disabilities Act of 1990, as amended.

The Association and each Department agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. The Association and each Department acknowledges and agrees that any act of unlawful discrimination committed by the Association or the Department, or any other failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

ARTICLE 9 - LEGAL COMPLIANCE

The Association and each Department shall, at all times and at its own expense, comply with all federal, state, and local laws, regulations, rules, ordinances, orders, policies, and other regulatory measures now in existence or, as may be hereafter adopted, modified or amended, applicable to the Department or the services to be provided pursuant to this Agreement.

ARTICLE 10 - NOTICES

Unless otherwise provided in writing by the Parties, all reports and notices called for or contemplated hereunder shall be in writing and shall be given by personal delivery or by certified mail, return receipt requested, postage prepaid, at address as set forth below:

Lafayette City-Parish Consolidated Government Attn: Fire Chief P.O. Box 4017-C Lafayette, LA 70502

Lafayette Fire Protection Assn., Inc. Attn: President 110 Bercegeay Broussard la 70518 Broussard Fire Department Attn: Fire Chief 501 E. Main St. Broussard, LA 70518

City of Carencro Attn: Fire Chief 210 E. St. Peter St. Carencro, LA 70520

Duson Volunteer Fire Department, Inc. Attn: Fire Chief P.O. Box 427 Duson, LA 70529 Judice Volunteer Fire Department, Inc.

Attn: Fire Chief 401 Ranch Road Duson, LA 70529

Milton Volunteer Fire Department, Inc.

Attn: Fire Chief P.O. Box 447 Milton, LA 70558 Scott Volunteer Fire Department

Attn: Fire Chief PO Box 306 Scott, LA 70583

Youngsville Volunteer Fire Department, Incorporated

Attn: Fire Chief P. O. Box 279

Youngsville, LA 70592

ARTICLE 11 - MISCELLANEOUS

A. Independant Contractor

The Association and the Departments at all times shall be considered independent contractors for all purposes under this Agreement, including but not limited to the performance of firefighting services. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership or employer/employee relationship between the Parish and the Association and/or the Departments and/or the Association's or the Department's employees and volunteers. The Parish is not responsible for the wages, pension/retirement contributions, or Workers' Compensation benefits owed to the Association's or the Department's employees and volunteers.

B. Severability

The Parties intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, should a court of competent jurisdiction find any provision to be unenforceable as written, the Parties intend and desire that the court should reform the provision so that it is enforceable to the maximum extent permitted by law. If, however, the court should find such provision to be illegal, invalid or unenforceable and not subject to reformation, the court shall sever such provision. In such event, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision was never a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect.

C. Survival

The provisions of this Agreement that by their nature and content are intended to survive the performance hereof, including but not limited to indemnity provisions, shall so survive the completion and termination of this Agreement.

D. Assignment

This Agreement is personal to each of the Parties hereto, and no Party may assign, transfer or delegate any rights or obligations hereunder without the prior written consent of the other Parties. Such consent shall be at the sole discretion of the other Parties.

E. Nonwaiver

The failure of a Party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other Party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect, nor constitute a waiver of, any Party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior, contemporaneous or subsequent default or breach.

F. Waiver of Consequential Damages

In no event will a Party be liable to any other Party for any indirect, incidental, special, liquidated, punitive, exemplary, collateral, or consequential damages other than those payable to third parties for which, and to the extent, liability is allocated between any of the Parties by a court of competent jurisdiction, even if such Party has been expressly advised of the possibility of such damages.

G. Joint Drafting

This Agreement shall be deemed for all purposes prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, drafting, submittal or other event of negotiation, drafting or execution of this Agreement.

H. Entire Agreement

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes and terminates any prior oral or written agreement with respect to the subject matter hereof. No changes or modifications of this Agreement shall be effective unless reduced to writing and signed by the Parties.

I. Rules of Construction

The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Whenever herein the singular number is used, the same shall include the plural, where appropriate, and neutral words and words of any gender shall include the neutral and other gender, where appropriate. This Agreement has been reviewed by all Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all Parties.

J. Exhibits

Exhibits A and B may be modified by agreement of the Parties, in writing, signed by the persons designated herein to receive notices, or their successors or designees, without the need to amend this Agreement.

K. Attorney Fees and Expenses

Should any Party institute legal proceedings to enforce the terms or conditions of this Agreement, the prevailing Party shall be entitled to recover all of its reasonable attorney's fees, costs, and other expenses reasonably and necessarily incurred.

L. Governing Law

This Agreement shall be interpreted and construed, and the legal relations created herein shall be determined, in accordance with the laws of the State of Louisiana, without regard to its conflict of law provisions.

M. Venue

The Parties hereby agree that jurisdiction and venue shall be mandatory in the Parish of Lafayette, State of Louisiana.

N. Counterparts

This Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same agreement. An electronic (e.g., Portable Document Format or PDF) copy of the original signature of the representative of a Party shall have the same validity as an original signature for the purpose of this Agreement. In accordance with La. R.S. 9:2605(B)(1) and (2), the Parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the parties to this Agreement shall be acceptable and satisfactory for all legal purposes, as authorized by the Louisiana Uniform Electronic Transactions Act, La. R.S. 9:2601 through 9:2621.

O. Non-Appropriation of Funds

Notwithstanding anything to the contrary in this Agreement, the continuation of this Agreement into a new fiscal year (November 1 through October 31) is contingent upon the appropriation of funds by the Parish to fulfill the requirements of the Agreement. If the Parish, after a diligent and good faith effort, fails to appropriate sufficient monies to provide for payments

under the Agreement, its obligation to make payment under the Agreement shall terminate on the last day of the fiscal year for which funds were appropriated.

P. Budgeted Funds

Notwithstanding anything to the contrary in the Agreement, the Parties agree that the maximum amount payable by the Parish under the Agreement shall be that which is the amount budgeted by the Parish for this Agreement. In the event the total amount of this Agreement is increased for any reason, so as to exceed the amount budgeted, the Parties agree that the Parish shall not be liable for the amount of such increase until and unless said budget is amended as provided for by LCG's Home Rule Charter to allow for such an increased amount.

Q. Amendment

This Agreement shall be amended only with the express written consent of all Parties, except for amendments to this Agreement which do not involve all Parties to this Agreement, which shall be made only with the express written consent of those Parties who are the subject of the amendment.

[Signature Pages Follow]

PARISH OF LAFAYETTE

By:	
	Joshua S. Guillory, Mayor-President
Date	s:
CIT	Y OF LAFAYETTE
	Joshua S. Guillory, Mayor-President

By: _				
)	Bryan Cha	mpagne,	Presider	t
	Bryan Chai	mpagne,	Presider	τ

BROUSSARD FIRE DEPARTMENT

By:	Ray	Bourque.	City	of Broussar	d Mayo
Date					

CITY OF CARENCRO

Ву:	Charlotte	Stemmans	Clavier,	Mayor
Date	à:			

DUSON VOLUNTEER FIRE DEPARTMENT, INC.

Tim Courville, Board Presiden

JUDICE VOLUNTEER FIRE DEPARTMENT, INC.

By:	Timmy	Indice.	Board	Presider
	2 4444444)			
ate	:			

MILTON VOLUNTEER FIRE DEPARTMENT, INC.

Ву:	m 1 m 1 m 1 m	
	Derek Eaton, Board President	
Date	o:	

SCOTT VOLUNTEER FIRE DEPARTMENT

Trov Bergeron	Board President
110, 101601011	,

YOUNGSVILLE VOLUNTEER FIRE DEPARTMENT, INCORPORATED

Ву:	Richard	Bresnahan,	Board	President
Date) :			

EXHIBIT A

(Lafayette Parish Map with Fire Districts Attached)

EXHIBIT B

Equipment Provided by the Parish to Broussard:

Description	Quantity
2003 Ferrara Tanker – Parish Property No. 4190-0004	1
Vertex Standard Portable Radio, Model VX-231-DO-5	40

Equipment Provided by the Parish to Carencro:

<u>Description</u>	Quantity
2001 Freightliner Tanker - Parish Property No. 4190-0001	1
Vertex Standard Portable Radio, Model VX-231-DO-5	28

Equipment Provided by the Parish to Duson:

Description	Quantity
2001 Freightliner Tanker – Parish Property No. 4190-0002	1
Vertex Standard Portable Radio, Model VX-231-DO-5	25
Tempest Positive Pressure Fan	1
Honda Deluxe Generator	1
Scott Air Pack Fifty 2.2	8
Scott Cylinder 30 Min. Alarm	7
Bauer Fill Station	1
Pump High Volume Gas 11 HP Portable	1

Equipment Provided by the Parish to Judice:

Description	Quantity
2001 Freightliner Tanker - Parish Property No. 4190-0003	1
Vertex Standard Portable Radio, Model VX-231-DO-5	21
Scott Air Pack Cylinder 30 Min.	8
Scott Oxygen Harness Unit 2.2	8

Equipment Provided by the Parish to Milton:

Description	Quantity
2003 Ferrara Tanker – Parish Property No. 4190-0005	1
Vertex Standard Portable Radio, Model VX-231-DO-5	14
Scott Air Pack Oxygen Unit 2.2	2
Scott Air Pack Fifty 2.2	3
Bauer Fill Station	1
Ruud Achiever Air Conditioner	1
Medtronic LIFEPAK Defibrillator	1
DVD Series - Pumping Apparatus	1
Toshiba E-Studio 166 Copier	1

Equipment Provided by the Parish to Scott:

Description	Quantity
2003 Ferrara Tanker - Parish Property No. 4190-0006	1
Motorola Portable Radio, Model Astro XTS 2500	10
Motorola Portable Radio, Model CM3000 32F/45W	2
Onan Generator, Model 35GGFD	1
Whelen Freedom IV 72" Lightbar	1

Equipment Provided by the Parish to Youngsville:

Description	Quantity
2003 Ferrara Tanker – Parish Property No. 4190-0007	1
Vertex Standard Portable Radios, Model VX-231-DO-5	21

ORDINANCE NO.: 23-784

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BROUSSARD, LOUISIANA, AMENDING THE ZONING ORDINANCE OF THE CITY OF BROUSSARD, LOUISIANA

The City Council of the City of Broussard, Louisiana, meeting in regular session with a quorum being present on the _____day of November 2023, and, after having considered that it would be in the best interest and welfare of the citizens of Broussard, Louisiana, does hereby amend its existing Zoning Ordinance.

BE IT ORDAINED that the Zoning Ordinance of the City of Broussard, Louisiana, be amended by adding to "Appendix C – Zoning Maps" the following maps:

MAP F-14

of property to be zoned R1- Single Family Residential and CC – Community Commercial. Portions of LA Hwy 92 and Marteau Rd;

MAP F-7

of property to be zoned R1- Single Family Residential. Portions of North Eola Rd;

MAP D-8

of property to be zoned CC – Community Commercial. Portions of LA Hwy 89 - Youngsville Hwy;

MAP G-12

of property to be zoned R1- Single Family Residential. Portions of Lakeview Rd;

MAP G-13

of property to be zoned R1- Single Family Residential. Portions of Lakeview Rd;

MAP H-12

of property to be zoned R1- Single Family Residential. Portions of Lakeview Rd;

BE IT FURTHER ORDAINED that all Ordinances or Resolutions, or parts thereof, in conflict are herewith and hereby repealed.

And	this ordinance being submitted to a vote	, the vote thereon was as follows:
YEAS:		
NAYS:		
ABSENT:		
ABSTENT	ION:	
	I this Ordinance was adopted by the City ay of November, 2023.	Council for the City of Broussard on this, the
TINA EME	ERT, City Clerk	RAY BOURQUE, Mayor

MAP F-14

of property to be zoned R1- Single Family Residential and CC – Community Commercial. Portions of LA Hwy 92 and Marteau Rd;

MAP F-7

of property to be zoned R1- Single Family Residential. Portions of North Eola Rd;

MAP D-8

of property to be zoned CC – Community Commercial. Portions of LA Hwy 89 - Youngsville Hwy;

MAP G-12

of property to be zoned R1- Single Family Residential. Portions of Lakeview Rd;

MAP G-13

of property to be zoned R1- Single Family Residential. Portions of Lakeview Rd;

MAP H-12

of property to be zoned R1- Single Family Residential. Portions of Lakeview Rd;











