



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

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 28, 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
(6:05 pm—6:10 pm)
 - 2.1 Acceptance of Minutes of the November 14, 2023 Meeting

- 3. OTHER BUSINESS** Ben Theriot
(6:10 pm – 6:20 pm)
 - 3.1 Condemnation report of 304 East Madison – Douglas & Willa Chesson Property Owner to provide proof of contract for demolition

4. RESOLUTIONS

Mayor Bourque
(6:20 pm—6:30 pm)

4.1 Resolution #760-23

A resolution authorizing execution of a Cooperative Endeavor Agreement with the State of Louisiana for the Highway 90 Service Road

Mayor Bourque
(6:30 pm – 6:40 pm)

4.2 Resolution #772-23

A resolution authorizing execution of a Betterment Agreement with Offshore Energy Services for Improvement Infrastructure on a cost sharing basis for the St. Etienne Cross Drain Project

5. ORDINANCES INTRODUCED

Mayor Bourque
(6:40 pm – 6:50 pm)

5.1 Ordinance #23-785

An ordinance amending the 2023/2024 Budget of Operating Revenues and Expenditures for the St. Etienne Cross Drain Project

6. ADJOURNMENT

Mayor Bourque
(6:50 pm)

**MINUTES OF THE
REGULAR MEETING OF THE MAYOR AND CITY COUNCIL
OF THE CITY OF BROUSSARD, LA
ON Tuesday, November 14, 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), Councilman Kody Allen (District 6) and Councilman Jeff Delahoussaye (At Large),

Staff: Tina Emert (City Clerk/Director of Administrative Services), 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), Chief Vance Olivier (Police Chief), Tony Ashy (Assistant Police Chief), Walter Comeaux (City Engineer), Daniel Hutchinson (City Engineer), Chief Bryan Champagne (Fire Chief)

ABSENT: Callie Laviolette (Chief Administrative Officer),

1. OPENING

1.1 Pledge of Allegiance

1.2 Invocation done by Paul Neil with Our Savior's Church

2. MINUTES

2.1 Acceptance of Minutes of the October 24, 2023, Regular Meeting

Motion by Councilman Delahoussaye

Second by Councilman Regan

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
 District 6 - Kody Allen
 At Large - Jeff Delahoussaye

3. OTHER BUSINESS

3.1 Parish President Josh Guillory

President Guillory reflected on the accomplishments he has done in the parish in the last 4 years. They have invested heavily in the parish 1.25 billion gallons of storage for drainage. They have paved more than 210 miles of roadway and they have also invested in public safety and fire protection and the quality of life for the citizens of this parish. All the Mayors of the parish meet once a month to discuss the needs of every town/city. Public Works Directors of the Parish meet every other month. We have a strong economy in the parish and only a 2.8% unemployment rate. The parish is more unified than it has ever been. He feels the parish has a future brighter than ever. He thanked the council for their past support and asked for their vote on Saturday. Mayor Bourque thanked President Guillory for the contract coming up later in the meeting for the assistance of mutual aid for firefighting with the City. He knows the Chiefs throughout the parish worked very hard on this.

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

Ben Theriot stated the property was previously condemned by the council. Since then, they have sold the property. The new owner asked for additional time to clean up the property. He has already submitted plans to the permitting department. Ben questioned if we need to reverse the condemnation? Oscar stated we can get it reversed with the mortgage department. Councilman Bonin questioned if the house is repairable? Ben stated yes, it is.

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

Ben stated the property was previously condemned, but the owner has appealed the condemnation. He did a site inspection and gave the council a copy of the report. The property does look worse on the inside. The homeowner would like to address the council. It is past the 30-day action period. Mrs. Richard addressed the council and stated she has not lived there in over a year. The property does need to be condemned, but she is asking for time to clear out the home and come up with the money for the condemnation. Mayor Bourque questioned Mrs. Richard about how long does she need? Mrs. Richard stated she would like to have till after the holidays. Councilwoman Girouard questioned Mrs. Richard if she has a quote for the demolition? Ben stated, yes, she does. It is under \$6,000; but the demo company will go back and look at the property being the home is getting cleaned out. Mayor Bourque stated if the council elects to give Mrs. Richard more time, he feels the home needs to be secured. Mrs. Richard stated it had been locked up. No one has entered the home. Councilman Delahoussaye recommended we give Mrs. Richard till the first meeting in January and have Ben report back to us on the progress and if nothing has been done, we can be

ready to condemn the property. The council agreed with the recommendation from Councilman Delahoussaye.

- 3.4 Report on condemned property: 304 East Madison/Douglas & Willa Chesson Property
Ben stated he talked to the owner today. She has a buyer for the property, but she is trying to get an appraisal on the property. If the owner does not sell the property, they will tear it down and just leave the lot empty. Mayor Bourque recommended we give the owner 10 days to get the property under contract or she needs to proceed with the condemnation. Councilman Delahoussaye recommended we give the property owner till the Nov. 28th meeting. The council agreed with the recommendation.

4. RESOLUTIONS

4.1 Resolution #767-23

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

Motion by Councilman Bonin

Second by Councilman Regan

Discussion: Karen stated this was previously approved in the budget for the Fire Department upgrades for \$256,000. It is a 5-year term that will be paid off in 3 years.

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
 District 6 - Kody Allen
 At Large - Jeff Delahoussaye

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

Motion by Councilman Delahoussaye

Second by Councilman Forbes

Discussion: Daniel stated this is the lift station in front of Walmart. The concrete was eroding in it. Everything has been addressed.

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
District 6 - Kody Allen
At Large - Jeff Delahoussaye

4.3 Resolution #769-23

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

Motion by Councilman Delahoussaye

Second by Councilwoman Girouard

Discussion: Daniel stated this lift station is in front of Broussard Commons. We will decommission the lift station near the trailer park. There were 4 companies to bid on this project. Low bid was E. B. Feucht & Sons, LLC for a total of \$367,975.00 and \$57,000 below cost estimate. This is also the betterment for the lift station.

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
District 6 - Kody Allen
At Large - Jeff Delahoussaye

4.4 Resolution #770-23

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

Motion by Councilman Delahoussaye

Second by Councilman Allen

Discussion: Mel stated the last time they received one of these grants it was used to do the connection under the railroad by Railside.

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
District 6 - Kody Allen
At Large - Jeff Delahoussaye

4.5 Resolution #771-23

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

Motion by Councilman Delahoussaye

Second by Councilman Regan

Discussion: Chief Champagne stated that LCG has put in an extra \$480,000 for the parish for firefighting services. It used to be \$71,000 and it has gone up to \$130,000 for the City of Broussard. Chief Champagne stated that over the next year maybe the new council will do a dedicated funding service for the future.

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
 District 6 - Kody Allen
 At Large - Jeff Delahoussaye

5. ORDINANCES FOR ADOPTION

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

Motion by Councilman Delahoussaye

Second by Councilman Allen

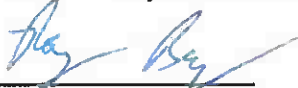
Discussion: No public comments

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
 District 6 - Kody Allen
 At Large - Jeff Delahoussaye

6. ADJOURNMENT

6.1 Adjourn Meeting



MAYOR RAY BOURQUE



TINA EMERT, CITY CLERK

RESOLUTION NO.: 760-23

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BROUSSARD,
LOUISIANA, AUTHORIZING EXECUTION OF A COOPERATIVE ENDEAVOR
AGREEMENT WITH THE STATE OF LOUISIANA
FOR HIGHWAY 90 SERVICE ROAD**

WHEREAS, the Governor of the State of Louisiana has notified the City that funding has been included in the State Capital Outlay funding Act for planning and construction of a service road along Highway 90 in the City of Broussard; and

WHEREAS, the act requires the project be administered by the State Office of Planning and Control pursuant to a Cooperative Endeavor Agreement with the City of Broussard; and

WHEREAS, the City Council of the City of Broussard finds there it is in the best interest of the City and its citizens to execute a Cooperative Endeavor Agreement with the State of Louisiana for said project;

THEREFORE, BE IT RESOLVED by the City Council of the City of Broussard, Louisiana that a Cooperative Endeavor Agreement in the form required by the State of Louisiana be executed with the State of Louisiana through Office of Planning and Control in the Division of Administration for the Highway 90 Service Road Planning and Construction to provide for administration of the said project in accordance with Non-State Entity Capital Outlay Administrative Guidelines; and

BE IT FURTHER RESOLVED that the Mayor is authorized and directed to review, approve and execute the proposed Cooperative Endeavor Agreement on behalf of the City, and to acknowledge same in such manner as he deems appropriate.

BE IT FURTHER RESOLVED that the Mayor be and is hereby further authorized to act on behalf of City of Broussard in all matters pertaining to said Cooperative Endeavor Agreement and the said project, including but not limited to certifying requests for State disbursements.

And this Resolution was submitted to a vote on the 26th day of September 2023, and the vote thereon was as follows:

YEAS:

NAYS:

ABSENT:

ABSTENTION:

And this Resolution was declared adopted this, the 26th day of September 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 26th day of September 2023.

THUS DONE AND SIGNED in Broussard, Louisiana, on this the ___ day of September, 2023.

TINA EMERT
City Clerk, City of Broussard

Facility Planning and Control
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

August 24, 2023

The Honorable Ray Bourque, Mayor
City of Broussard
310 East Main St.
Broussard, LA 70518
Email: temert@broussardla.com

Re: Highway 90 Service Road,
Planning and Construction
(Lafayette)
FP&C Project No. 50-M32-23-04

Dear Mayor Bourque:

I am pleased to advise you that the referenced project has received State Capital Outlay funding. The Capital Outlay Act requires that appropriations for Non-State Entities be administered by the Office of Facility Planning and Control (FPC) under Cooperative Endeavor Agreements (CEA).

Attached you will find the CEA for the above referenced project, including a State Funding Summary. Please note the following:

- Please verify that the name of the signatory on behalf of City of Broussard is spelled correctly.
- FPC requires your Federal Tax Identification Number before it will process invoices for payment. Please verify that this number as shown on the State Funding Summary of Project Funding is correct.

Please return the following items to our office at your earliest convenience:

- Two (2) duplicate originals of the CEA, being careful to sign, include two (2) witness signatures, and date each agreement. Please print single-sided and on legal size paper.
- Two (2) copies of the State Funding Summary, one attached to each CEA.
- A completed Vendor Request Form
- A signed W-9 form
- A copy of a Resolution designating an individual from City of Broussard, to act on behalf of City of Broussard, in all matters pertaining to this project, including certifying requests for State disbursements. This individual must be an official of City of Broussard, and not a contracted consultant. This resolution is a prerequisite for the disbursement of State funds.

Please forward the requested documents to:

Daina Kroll
Office of Facility Planning and Control
Post Office Box 94095
Baton Rouge, LA 70804-9095

Upon final execution of the CEA, a fully executed original will be returned to City of Broussard.

The **Non-State Entity Capital Outlay Administrative Guidelines** are available online on the FPC website at <https://www.dca.la.gov/dca/fpc/ceas/ceas-administrative-non-state/>. You will need this guide as a reference during the CEA development process, as well as throughout the term of the project. The "Capital Outlay Guidelines" by reference will become part of the CEA between City of Broussard and FPC. Please follow the directions as described in the cover letters of the material sent to you.

Please understand that while funding has been granted, City of Broussard does **not** have full use of, nor statutory authority to spend or obligate any of the funds until such time as the CEA has been fully executed and all of the CEA's provisions met, including all contractual pre-approvals required by FPC's project manager.

If you have not already done so, please register with the State as a Vendor in order to receive funds. To do so, log-on to the FPC website at: <https://www.dca.la.gov/dca/fpc/> and under **Quick Links**, click on **LaGov Vendor Self-Registration**. There you will find the information on how to self-register your entity. If you need help with the registration process, please call (225) 342-8010 or send an email to yendr_ina@la.gov.

If you have any questions, please feel free to contact Chris Haftek, 225-342-2895 or Chris.Haftek@LA.GOV.

Sincerely,



Daina Kroll
Administrative Director

DK:ck

Enclosures

c: Meagan Sibley, CapitalOutley@la.gov, via email w/attachments
Chris Haftek, via email w/attachments



**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
THE STATE OF LOUISIANA and
CITY OF BROUSSARD
Highway 90 Service Road, Planning and Construction
(Lafayette)
FP&C Project No. 50-M32-23-04**

In accordance with Article VII, Section 14 of the 1974 Constitution of the State of Louisiana (Constitution), the **STATE OF LOUISIANA** (State), herein represented by **ROGER E. HUSSER, JR., DIRECTOR, FACILITY PLANNING AND CONTROL, DIVISION OF ADMINISTRATION (DOA)**, and **CITY OF BROUSSARD** (Entity), a political subdivision of the State, herein represented by **RAY BOURQUE, MAYOR** do hereby enter into a Cooperative Endeavor Agreement (Agreement) to serve the public for the purposes hereinafter declared.

ARTICLE I

1.1 WHEREAS, the Capital Outlay Act (Act), adopted in accordance with Article VII, Section 6 of the Constitution, is the comprehensive capital outlay budget required by said Article VII, Section 6, and contains an appropriation for the Entity for the Project Number and Project Description (Project) as set forth in a State Funding Summary ("Funding Summary") attached hereto for reference only; and

1.2 WHEREAS, the Omnibus Bond Act of the Louisiana Legislature (OBA), adopted in accordance with Article VII, Section 6 of the Louisiana Constitution of 1974, provides for the issuance by the State Bond Commission of State General Obligation Bonds for certain of the projects contained in the Act, including the Project, which bonds are to be secured by a pledge of the full faith and credit of the State, as well as by monies dedicated to and paid into the Security and Redemption Fund as provided in Article VII, Section 9 of the Constitution, which authorization includes the issuance, if applicable, of State General Obligation Bonds for the Project (Project Bonds) as set forth in the Funding Summary; and

1.3 WHEREAS, if applicable, the Entity has supplied the State with evidence of the availability and commitment of Local, Federal or Non-State Matching Funds for the Project, as set forth in the Funding Summary; and

1.4 WHEREAS, the State appropriated State General Fund (Direct) or other sources of cash for the Project or the Bond Commission did grant a cash line of credit and/or a non-cash line of credit for the Project in the amount(s) as stated in the Funding Summary; and

1.5 WHEREAS, the Act provides that all of the funds appropriated, in the absence of express language to the contrary, shall be considered as having been appropriated directly to FP&C and shall be administered by FP&C under Cooperative Endeavor Agreements;

IT IS HEREBY AGREED by the State and the Entity that:

**ARTICLE II
PURPOSE**

2.1 The purpose of this Agreement is to set forth the terms of administering the Project by FP&C. FP&C will administer this Project in accordance with the Non-State Entity Capital Outlay Administrative Guidelines, January, 2019 ed. (the "Guidelines"), which is incorporated herein and made a part of this Agreement. As required by Section 147(e) of the Internal Revenue Code of 1986, as amended. The Entity hereby understands and agrees that, in addition to requirements of the Guidelines, no proceeds of the Project Bonds can or will be used for airplanes, skyboxes or luxury private boxes, health club facilities, facilities primarily used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises.

**ARTICLE III
SCOPE**

3.1 As provided in the Act, the State funds for this Project are limited to capital improvements for the Project, in the Parish, and in the amounts set forth in the Funding Summary.

3.2 If the Entity enters into a contract prior to receipt of funding and prior to execution of a Cooperative Endeavor Agreement, then payments under such contracts are prohibited from capital outlay appropriations and are the sole responsibility of the Entity.

3.3 The Entity hereby acknowledges and confirms that this Project constitutes a **Public Purpose** and will fulfill a public need within the parish in which the Project is to be located, all in accordance with Article VII, Section 14 of the Constitution.

3.4 Allowable costs shall not include the operating expenses of the Entity. In no case shall the total of any of the allowable costs exceed the amount shown in the Funding Summary.

ARTICLE IV USE OF FUNDS

4.1 The Entity hereby acknowledges and agrees that the funds provided by the State to the Entity shall be used solely for the purposes authorized and permitted in the Act and in accordance with all provisions of law affecting the Project, as well as the constitutional and statutory restrictions on the use of State funds for public purposes. The Entity acknowledges that any funds not used in accordance with the terms of this Agreement and state law will be reimbursed to the State.

4.2 The Entity shall not execute any contracts or agreements that would expend or commit State funds in excess of the amount for which lines of credit were granted pursuant to the Act. The Entity shall be solely responsible for any amount that exceeds the amount appropriated by the State.

4.3 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity shall not take any action which would have the effect of impairing the tax exempt status of the Project Bonds. The Entity agrees that the proceeds will not be used directly or indirectly in any trade or business carried on by any person other than a governmental unit. The Entity further agrees that the proceeds will not be used directly or indirectly to provide a facility used by any person other than the Entity pursuant to a lease, management contract, requirements contract or other arrangement granting, directly or indirectly, an interest in or special legal entitlement to the Project to a person other than the Entity, unless the State receives an opinion from a nationally recognized bond counsel that such contract will not adversely affect the tax-exempt status of the Project Bonds. The Entity shall immediately notify the State prior to entering into any such contract.

4.4 The Entity shall make no changes in its local laws, bylaws, charter or other organizational documents which would allow use of the Project for any purpose other than a public purpose.

ARTICLE V ADMINISTRATIVE COSTS

5.1 Notwithstanding any provision of this contract to the contrary, FP&C may use up to six percent of each State fund line item contained in the Funding Summary for costs associated with administering the Project, all in accordance with the provisions of the Act.

ARTICLE VI PUBLIC BID LAWS

6.1 The Entity will solicit bids for the services, labor and materials needed to construct said 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. The Entity will also keep a procurement file relative to the necessary acquisition of services, labor and materials needed to complete said Project which will be subject to review by the State at any time.

ARTICLE VII COORDINATION

7.1 It is the responsibility of the Entity to administer the Project according to all applicable laws, rules and regulations and to ensure that the work is the best obtainable within established trade practice. The submittal of documentation to FP&C as required by this Agreement shall be for the purpose of verifying that the funds are spent in accordance with this Agreement and the applicable legislation, providing evidence of the progress of the Project and verifying that such documentation is being produced. FP&C will not provide extensive document review for the Project or take the responsibility for determining whether or not this documentation is complete and accurate.

7.2 The participation by FP&C in the Project shall in no way be construed to make FP&C a party to any contract between the Entity and its contractors.

ARTICLE VIII CHANGE ORDERS

8.1 A change order for the Project shall be subject to the approval of FP&C. However, as per R.S. 39:126, one or more change orders that cause an excess in the aggregate of *One Hundred Thousand Dollars (\$100,000)* per month shall also require the approval of the Joint Legislative Committee on the Budget ("Committee") and the Commissioner

of Administration or his designee. Any change order in excess of fifty thousand dollars but less than one hundred thousand dollars shall be submitted to the Joint Legislative Committee on the Budget for review but shall not require Committee approval.

ARTICLE IX **HOLD HARMLESS AND INDEMNITY**

9.1 The Entity agrees and obligates itself, its successors and assigns to defend, indemnify and save harmless and provide a defense for the State, 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 the Entity or any of the above, growing out of, resulting from or by reason of any violation of the requirements of the Act and OBA or any other State law, or any negligent act or omission, operation or work of the Entity, its employees, servants, contractors or any person engaged upon or in connection with the engineering services, construction and construction engineering required or performed by the Entity 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.

9.2 Nothing herein is intended, nor shall be deemed to create a third party beneficiary to or for any obligation by FP&C herein or to authorize any third person to have any action against FP&C arising out of this Agreement.

9.3 The Entity further agrees and obligates itself, its successors and assigns, to indemnify and hold harmless the State for any monetary consequences resulting any Project Bonds issued by the State or interest therein being declared taxable as a result of the Entity's actions or inactions hereunder.

ARTICLE X **DISBURSEMENT OF FUNDS**

10.1 After execution of this Agreement in accordance with the terms hereof and the Act, the State, through FP&C, shall provide the Entity, identified under the Federal Tax Identification Number as set forth in the Funding Summary, with funds on an *as-needed* basis as approved by FP&C, but not to exceed the total Capital Outlay Cash, less FP&C Administration fee, as set forth in the Funding Summary. The Entity shall not be entitled to reimbursement of any expenditures made prior to the issuance of a cash line of credit or receipt of cash funding.

10.2 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity agrees to use its best efforts to expend all of the funds subject to this Agreement within two (2) years from the date of the issuance of the Project Bonds. FP&C agrees that it will notify the Entity of the date the Project Bonds are issued within one (1) month from the issuance thereof. The Entity understands and agrees that if the funds subject to this Agreement are not totally expended within two (2) years from the issuance of the Project Bonds, FP&C can close the Project and recommend that the Legislature reallocate any unexpended proceeds to other projects.

10.3 The Entity recognizes and agrees that the receipt of the State monies is contingent upon the receipt, pledge and expenditure of Local/Federal Matching Funds by the Entity in the amount stated in the Funding Summary. The Entity acknowledges and agrees that the requisite amount of matching funds has been received, pledged, and/or expended on the Project.

10.4 In the event funds subject to this Agreement represent a non-cash line of credit as set forth in the Funding Summary, the Entity understands that the funds so designated represent a non-cash line of credit and that no monies can be withdrawn from the Treasury for the non-cash line of credit unless and until the State Bond Commission has either issued bonds or a cash line of credit therefor.

ARTICLE XI **OWNERSHIP OF PROPERTY**

11.1 The Entity hereby covenants that it owns, will acquire title to, or obtain servitudes for the property upon which the Project is to be located and that it shall not, while any of the Project Bonds remain outstanding, or during the term of this Agreement, transfer, convey, sell, lease, mortgage, assign or otherwise alienate its ownership or servitude rights in the land or real property and appurtenances which constitute the Project except as provided in Section 4.3. Projects to be located by permits on existing property of the State or a political subdivision of the State are exempt from these ownership requirements.

11.2 The Entity shall not sell, transfer, or otherwise dispose of any of the facilities financed with the Project Bond proceeds prior to the end of the Term, except such minor parts or portions thereof as may be disposed of due to normal wear and tear and obsolescence.

ARTICLE XII
INSURANCE

12.1 If State funds for this Project are used in whole or in part towards construction of fixed insurable improvements, then upon completion of construction, the Entity shall, for the term of this Agreement, maintain or cause to be maintained property insurance issued by a company or companies admitted to do business in the State of Louisiana, in an amount equal to 100% of the replacement cost of such improvements.

12.2 If the property is located in a Special Flood Hazard Area, flood insurance equal to 100% of the value of the building or up to a minimum of \$500,000 as allowed by National Flood Insurance Program (NFIP) shall be obtained on this property. This includes properties shown on a Flood Insurance Rate Map (FIRM) issued by FEMA as Zone A, AO, A1-30, AE, A99, AH, VO, VI-30, VE,V, ZM, or E.

ARTICLE XIII
PLEDGE OF LEASE REVENUES

13.1 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity hereby covenants and agrees that it shall not, while any portion of the Project Bonds issued by the State to fund the Project remain outstanding, enter into any agreement or otherwise covenant to directly pledge to the State any lease revenues from any lessee, its successors or assigns, for the payment of principal, interest or other requirements with respect to the Project Bonds, nor shall the Entity deposit any such lease revenues into the Bond Security and Redemption Fund of the State unless the State receives an opinion from a nationally recognized bond counsel that such contract and/or deposit of funds will not adversely affect the tax-exempt status of the Project Bonds.

ARTICLE XIV
TERM

14.1 The provisions of this Agreement shall be effective from the date of execution hereof and shall be binding upon all parties and shall remain in effect until FP&C determines that the project(s) for which funds are appropriated is completed or for as long as any Project Bonds issued for the Project, or any refunding bonds therefor, remain outstanding.

ARTICLE XV
TERMINATION

15.1 FP&C may terminate this Agreement for cause based upon the failure of Entity to totally spend all funds subject to this Agreement within two years from the execution of this Agreement or, if applicable, within two years from the issuance of any Project Bonds or for any act by the Entity that the State determines to be unlawful or in violation of this Agreement.

15.2 FP&C may terminate this Agreement at any time without penalty by giving thirty (30) days written notice to the Entity of such termination. Entity shall be entitled to payment for deliverables in progress to the extent work has been approved by FP&C and subject to the availability of funds.

ARTICLE XVI
AVAILABILITY OF FUNDS

16.1 The availability of funds set forth in the Funding Summary are subject to and contingent upon appropriation of funds by the legislature and, if applicable, issuance of a line of credit by the State Bond Commission.

ARTICLE XVII
ASSIGNMENT

17.1 Entity shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the FP&C.

ARTICLE XVIII
AUDIT

18.1 As provided in the Act, the Entity agrees to comply with the provisions of R.S. 24:513. The Act provides that no funds shall be released or provided to the Entity if, when and for as long as the Entity fails or refuses to comply with R.S. 24:513.

18.2 The Entity shall maintain appropriate financial records, and the State reserves the right to audit these records or require the Entity to provide an audit at any time. The Entity agrees to retain all books, records, and other documents relevant to this Agreement and the funds expended hereunder for at least three years after maturity of any

Project Bonds, including bonds issued by the State to refinance such Project Bonds (such term of Project Bonds is expected to be not less than 20 years).

18.3 The Entity agrees to comply with the provisions of La. R.S 24:513 (H)(2)(a) and shall 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.

ARTICLE XIX
REQUIRED MATCH

19.1 Pursuant to LA R.S. 39:112(E)(2), Entity agrees to provide a match of not less than twenty-five (25) percent of the total requested amount of funding except as provided in LA R.S. 39:112(E)(2)(a) or (b).

ARTICLE XX
AMENDMENT OF AGREEMENT

20.1 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties.

ARTICLE XXI
REVISIONS TO STATE FUNDING SUMMARY

21.1 FP&C may revise the Funding Summary based on the appropriation in the most current Capital Outlay Act and, if applicable, the issuance of a line of credit by the State Bond Commission.

ARTICLE XXII
PROJECT CLOSEOUT

22.1 The Entity shall submit to FP&C a final Request for Disbursement with all invoices, payment applications, change order, etc., on any contract for which FP&C has obligated funding. The Entity shall also submit to FP&C a statement that no additional funds are due to the Entity under this appropriation. Said final Request for Disbursement and statement shall be submitted not later than eighteen (18) months after the date of substantial completion or acceptance of the project.

22.2 Should the Entity fail to submit the final Request for Disbursement within the time period specified in Section 22.1, then FP&C will consider all obligations as being paid in full to the Entity and the project will be closed.

THIS DONE AND SIGNED, this _____ day of _____, 2023,
at _____, Louisiana.

WITNESSES:

STATE OF LOUISIANA

FP&C Witness #1 Sign Here

BY: _____
ROGER E. HUSSER, JR.
FP&C DIRECTOR
DIVISION OF ADMINISTRATION

FP&C Witness #2 Sign Here

THIS DONE AND SIGNED, this _____ day of _____, 2023,
at _____, Louisiana.

WITNESSES:

CITY OF BROUSSARD

Entity Witness #1 Signature

BY: _____
RAY BOURQUE
MAYOR

Entity Witness #1 Printed Name

Entity Witness #2 Signature

Entity Witness #2 Printed Name

FUNDING SUMMARY
THE STATE OF LOUISIANA and
City of Broussard
Highway 90 Service Road, Planning and Construction
(Lafayette)
FP&C Project No. 50-M32-23-04

REVISION NO. _____ Date: _____

ACT #	YEAR	DESCRIPTION	STATE CASH	STATE NON-CASH LINE OF CREDIT	OTHER	TOTAL FUNDING
465	2023	General Fund Non-Recurring Revenue	\$810,000			\$810,000
TOTAL			\$810,000		\$270,000	\$1,080,000
		FPC ADMIN.	\$36,450			

Federal Tax Identification for Entity: 72-6014939

- Notes:
1. Planning costs shall not exceed 10% of Construction costs. Miscellaneous costs shall not exceed 5% of Construction costs.
 2. Capital Outlay Cash includes General Funds, NRP Bonds, Cash Line of Credit and/or Bonds sold.
 3. Total in "Other" column equals required 25% match as reflected in Article XIX.
 4. The estimated cost of construction is \$825,000.00 per the 2023-24 Capital Outlay Request.

RESOLUTION NO.: 772-23

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING EXECUTION OF AN AGREEMENT WITH OFFSHORE ENERGY SERVICES FOR IMPROVEMENT OF PUBLIC INFRASTRUCTURE ON A COST SHARING BASIS

WHEREAS, Offshore Energy Services has requested that the City of Broussard authorize and agree to a project for improvement to drainage infrastructure, said project being known as the St. Etienne Cross Drain Project.

WHEREAS, the proposed agreement provides that the City shall pay up to One Hundred Seventy-Seven Thousand Four Hundred Eighty-One Dollars and Seventy-Three Cents (\$177,481.73) representing one-half the cost of said project; and

WHEREAS, it is contemplated that the City's share of the cost for said project shall be spread over two fiscal years; and

WHEREAS, the City Council finds that it is in the best interest of the City to agree to said project and to enter into an agreement with Offshore Energy Services regarding same.

THEREFORE, BE IT RESOLVED by the City Council of the City of Broussard, Louisiana that the City of Broussard enter into an agreement with Offshore Energy Services for construction of the St. Etienne Cross Drain Project with an agreement that the City pay for one-half of the cost of said project up to One Hundred Seventy-Seven Thousand Four Hundred Eighty-One Dollars and Seventy-Three Cents (\$177,481.73), with said cost being spread over two fiscal years; and

BE IT FURTHER RESOLVED that the Mayor of the City of Broussard is hereby authorized to negotiate and execute an agreement with Offshore Energy Services consistent with the foregoing and containing such further terms as he in his discretion deems appropriate or desirable.

And this Resolution was submitted to a vote on the 28th 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

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 the ____ day of November, 2023.

THUS DONE AND SIGNED in Broussard, Louisiana, on this the ____ day of _____, 2023.

TINA EMERT
City Clerk, City of Broussard

ORDINANCE NO: 23-785

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BROUSSARD,
LOUISIANA, TO AMEND THE 2023-2024 OPERATING BUDGET OF REVENUES
AND EXPENDITURES TO INCREASE AUTHORIZED
EXPENDITURES FOR THE ST. ETIENNE CROSS DRAIN PROJECT**

The City Council for the City of Broussard, Louisiana, meeting in regular session on the 28th day of November, 2023, with a quorum being present, adopted the following Ordinance.

WHEREAS, the welfare of the citizens of the City of Broussard, Louisiana would best be served by improvement of drainage within the City; and

WHEREAS, the Broussard City Council has authorized an agreement with Offshore Energy Services for a drainage improvement project known as the St. Etienne Cross Drain Project, pursuant to which the City will pay up to One Hundred Seventy-Seven Thousand Four Hundred Eighty-One Dollars and Seventy-Three Cents (\$177,481.73) over two budget years for one-half of the cost of said project; and

WHEREAS, the Broussard City Council desires to amend the 2023/2024 Operating Budget of Revenues and Expenditures to authorize expenditures for one-half of its cost sharing obligations for said project.

THEREFORE, BE IT ORDAINED by the City Council of the City of Broussard, Louisiana, that the 2023/2024 Operating Budget of Revenues and Expenditures be amended to authorize expenditures of Eighty-Eight Thousand Seven Hundred Forty Dollars (\$88,740.00) for the St. Etienne Cross Drain Project in the City of Broussard; and

And this matter was submitted to a vote, and the vote thereon was as follows:

YEAS:

NAYS:

ABSENT:

ABSTENTION:

And this Ordinance was adopted by the City Council for the City of Broussard on this, the _____ of November, 2023.

TINA EMERT, City Clerk

RAY BOURQUE, Mayor