

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, January 23, 2024 AT 6:00 P.M. AT
414 EAST MAIN STREET, COUNCIL CHAMBERS**

**Meetings are streamed live. 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 January 9, 2024 Meeting | |
| 3. FINANCIAL REPORT | Mayor Bourque/
Cristen Thibodeaux
(6:10 pm -- 6:20 pm) |
| 3.1 Approval of the November and December 2023 financial reports | |

4. OTHER BUSINESS

Ben Theriot/Randy McCarthy
(6:20 pm – 6:30 pm)

- 4.1 Randy McCarthy
Request variance for fence permit located at 109 Channel Drive

Mayor Bourque
(6:30 pm – 6:40 pm)

- 4.2 Discussion only regarding the Albertson Villas
Cliff Guidry requesting changes to agreement with the City of Broussard concerning
Albertson Villas

5. RESOLUTIONS

Daniel Hutchinson/Mel Bertrand
(6:40 pm—6:50 pm)

- 5.1 Resolution #774-24
A resolution approving and awarding the bid for Garber Road Outfall Channel
Maintenance

Gerald de Launay/Mayor Bourque
(6:50 pm – 7:00 pm)

- 5.2 Resolution #775-24
A resolution authorizing execution of a contingency agreement with Stag Liussa and
Client First Legal, PLLC for prosecution of claims related to water contamination

6. ORDINANCES FOR INTRODUCTION

Chief Olivier/Mayor Bourque
(7:00 pm – 7:10 pm)

- 6.1 Ordinance #24-789
An ordinance amending the 2023/2024 Operating Budget of Revenues and
Expenditures for the purchase of police equipment in the amount of \$40,000 for
the Police Building at 5801 Highway 90 East

7. ORDINANCES FOR ADOPTION

Mayor Bourque/Gerald deLaunay
(7:10 pm – 7:20 pm)

7.1 Ordinance #24-788

An ordinance amending the Zoning Ordinance of City of Broussard by adding:

- a) Map E-5 - Portions of Garber Road
- b) Map E-13 - Areas known as Cypress Meadows Phase III-C-1 and
Cypress Meadows Phase III-C-2
- c) Map F-13 – Areas known as Cypress Meadows Phase III-C-1
- d) Map D-9 - Areas known as The Sanctuary
- e) Map E-8 – Areas known as The Sanctuary
- f) Map E-9 - Areas known as The Sanctuary

8. ADJOURNMENT

Mayor Bourque
(7:20 pm)

**MINUTES OF THE
REGULAR MEETING OF THE MAYOR AND CITY COUNCIL
OF THE CITY OF BROUSSARD, LA
ON Tuesday, January 9, 2024
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), Councilman Jeff Delahoussaye (At Large)

Staff: Tina Emert (City Clerk/Director of Administrative Services), Cristen Thibodeaux (Finance Manager), Callie Laviolette (Chief Administrative Officer), Susie Richard (Executive Assistant to the Mayor), Millicent Norbert (Director of Tourism), Mel Bertrand (City Manager/Director of Public Works), Ben Theriot (Code Enforcement Officer), Jamison Abshire (Director of Parks and Recreation), Gerald deLaunay (Attorney at Law), Chief Vance Olivier (Police Chief), Tony Ashy (Assistant Police Chief), Walter Comeaux (City Engineer), Daniel Hutchinson (City Engineer), Bryan Champagne (Fire Chief)

1. OPENING

1.1 Pledge of Allegiance

1.2 Invocation done by Pastor Adam Whitney with First Baptist Church

2. MINUTES

2.1 Acceptance of Minutes of the December 12, 2023, Regular Meeting

Motion by Councilwoman Racca

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

3. OTHER BUSINESS

3.1 Approval of the 2022/2023 Audit Report

Motion by Councilman Bonin

Second by Councilwoman Girouard

Discussion: Burton and Brad Kolder presented the audit report. There were no findings in the report. They went over the report as follows:

Utility Fund: For the garbage, we had more expenses than revenues. Karen stated this is because the CPI increased in April, and we could not adjust the rates until July. For the sewer we had a ¼ million dollar increase in expenses. We are trying to get at a cash neutral which we are only falling short by \$120,000. The plan the city has put in place is working, it will just take a little more time. For the water we are cash positive. This is the first year this has happened in the history of the city. The utility fund as a whole revenues were 6.1 million compared to last year's revenues of 5.2 million. Burton referenced the handout which gave the utility income per customer per month for four years. As a whole we, are only experiencing a 2.45% loss. Brad stated if the garbage would have been where it needed to be we would be cash positive. In the history of Broussard, this is the best report given for the utility fund.

Recreation Fund: Sponsorships are down because some large sponsors did not resign. We are operating at a loss in this fund, but we do transfer from the Recreation Sales Tax to fund the operations at the park, which is what it is for.

TOTAL AMENDED BUDGET AND REVENUES vs EXPENDITURES: The Sales Tax is up 15.3 % from 2022. We are the top city of Sales Tax Revenues in the Parish. Right now, we are still above last year's totals. The revenues variance from budget is 0.72%. The expense variance is 1.19%. We ended up with a surplus of \$8,996,078, which is \$731,618 more than budget.

NET OPERATING SURPLUS: The net operating surplus is \$6.7 million for the year. It has been an average of \$3,625,732 for the last 5 years.

FUND BALANCES—RESERVES AVAILABLE: In the General Fund we have 10.8 months of reserve which is 323 days. Last year we had 7.5 months, which is 225 days.

Burton stated we need to keep doing what we are doing. We are on the right track and in incredibly good shape. He thanked the Mayor and Council and the staff for their help with this audit. Councilman Bonin congratulated all department heads and the Mayor and council.

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

3.2 Condemnation of 400 East Third Street.....REPORT ONLY

Janson and Angela Richard

Ben stated Mrs. Richard had previously come to the council. At that time, she requested more time. We gave her till January 2024. She does have a contract to demo the trailer by the end of the month. Ben requested no action be taken at this time and the council agreed.

3.3 Condemnation of 411 Avenue.....REPORT ONLY

Gery Marcombe

Ben stated they have cleaned the property up and the mobile home has been remodeled. An inspection will be done tomorrow because they have a few electrical repairs. Councilwoman Racca stated the door was un-boarded and a new door was put up last week. Ben will keep monitoring this property.

3.4 Cancellation of the Feb. 13th and Feb 27th Meeting and reschedule both meetings for February 20th

Motion by Councilman Regan

Second by Councilman Forbes

Discussion: The meeting is being rescheduled because Feb. 13th is Mardi Gras and Feb. 27th is the LMA Mid-Winter Convention.

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. RESOLUTIONS

4.1 Resolution #773-24

A resolution approving the change of authorized signatures at the city primary banking institutions

Motion by Councilman Regan

Second by Councilwoman Girouard

Discussion: The reason for this resolution is because Karen is being removed as a signer, being she resigned and Cristen is being added as the Accounting Manager.

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 INTRODUCTION

5.1 Ordinance #24-788

An ordinance amending the Zoning Ordinance by adding the following maps:

- a) MAP E-5...Portions of Garber Rd;
- b) MAP E-13...Areas known as Cypress Meadows Ph. III-C-1 & Cypress Meadows Phase III-C-2;
- c) MAP F-13....Areas known as Cypress Meadows Ph. III-C-1;
- d) MAP D-9.....Areas known as The Sanctuary;
- e) MAP E-8.....Areas known as The Sanctuary;
- f) MAP E-9.....Areas known as The Sanctuary;

Motion by Councilman Forbes

Second by Councilwoman Girouard

Discussion: The maps have been supplied in everyone's packets.

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. ORDINANCES FOR ADOPTION

6.1 Ordinance #23-786

An ordinance amending the 2023/2024 Budget of Operating Revenues and Expenditures for the Utility Kiosk

Motion by Councilman Bonin

Second by Councilman Allen

Discussion: Public comment was received from Mr. Robert Singleton. Mr. Singleton was under the impression the Utility Kiosk would be mandatory for all customers to use.

Mayor Bourque stated it will only replace the outside drop box. The drive thru will remain. Singleton questioned what if someone has problems with their debit card and needs help? The Mayor stated there will be a 1-800 number on the Kiosk that can be called 24 hours a day for assistance. Councilman Delahoussaye stated it is not mandatory, it is just an extra way to pay your utility bill.

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

6.2 Ordinance #23-787

An ordinance amending the 2023/2024 Budget of Operating Revenues and Expenditures for Building Renovations at 102, 106 and 110 Bercegeay Drive

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
 District 6 - Kody Allen
 At Large - Jeff Delahoussaye

7. ADJOURNMENT

7.1 Adjourn Meeting

MAYOR RAY BOURQUE

TINA EMERT, CITY CLERK

City of Broussard

Fencing Permit

Residential & Commercial Contractors or Self-Contracting Parties

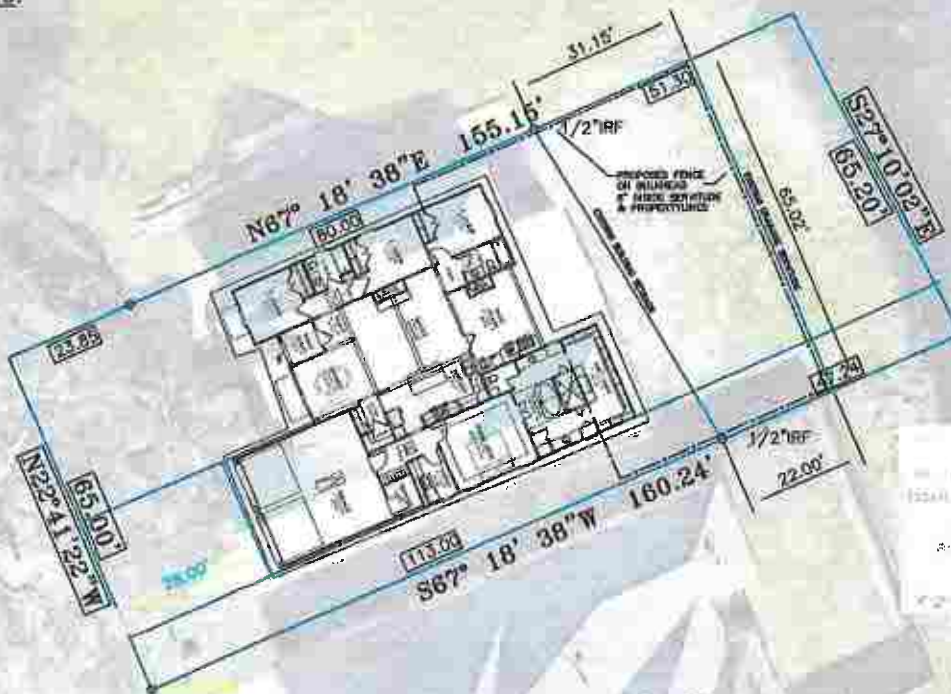
Property Owner Name: Randy McCarthy Date: Jan 3rd 2024

Physical Address: 109 Channel Dr. Phone Number: 337-278-1924

Contractor Name: MARC DUFON JR. Phone Number: 337-344-8864
JOELCO GENERAL CONTRACTORS LLC

Please refer to Ordinance No. 20-625, dated 02/11/2020, for guidance on fence location. Please note that one of the stipulations of this ordinance prohibits the installation of fencing over or through utility or drainage easements.

Please provide a sketch below of your proposed fence location, including distance from back of curb:



By my signature I acknowledge that it is my responsibility to identify my property corners and any easements that are located therein and ensure that the fence is installed at the proper location. I also acknowledge that any relocation of fencing due to improper installation will be my responsibility.

I understand and acknowledge the above on this 3 day of Jan, 2024.

Randy J. McCarthy
Owner

Janice Broussard
Witness

[Signature]
Contractor

Janice Broussard
Witness

Lafayette Parish Recording Page

Albertson Wilkes
Cliff Guidry

Louis J. Perret
Clerk of Court
P.O. Box 2009
Lafayette, LA 70502-2009
(337) 291-6400

First VENDOR

BROUSSARD CITY OF

First VENDEE

BROUSSARD CITY OF

Index Type : CONVEYANCES

File Number : 2023-00019980

Type of Document : AGREEMENT

Recording Pages : 12

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafayette Parish, Louisiana.

Louis J Perret
Clerk of Court

CLERK OF COURT
LOUIS J. PERRET
Parish of Lafayette

I certify that this is a true copy of the attached document that was filed for registry and Recorded 06/27/2023 at 8:50:26 File Number 2023-00019980



Kevia Mison
Deputy Clerk

On (Recorded Date) : 06/27/2023

At (Recorded Time) : 8:50:26AM



Doc ID - 044482530012

STATE OF LOUISIANA

PARISH OF LAFAYETTE

AGREEMENT

BE IT KNOWN, that on the days and dates hereinafter set forth, before the undersigned Notaries Public, duly commissioned and qualified in and for the specified Parish and State, in the presence of the hereinafter undersigned competent witnesses, personally came and appeared:

CITY OF BROUSSARD, a political subdivision of the State of Louisiana, having as its mailing address as 310 East Main Street, Broussard, LA being represented herein by Ray Bourque, its Mayor, duly authorized by (hereinafter, the "**City**"); and

(hereinafter "**Company**"),

(collectively, the "**Parties**"), each of whom declared:

WHEREAS, Company is constructing a market-rate, single-family, built-to-rent development within the corporate limits of the City, being located on the property more particularly described on Exhibit A (the "**Development**");

WHEREAS, the Development is a multi-family development, with units being single-family townhomes rather than apartments within a building; and

WHEREAS, the Development will be served by private streets; and

WHEREAS, as required by the City, Company submitted a preliminary subdivision plat for approval; and

WHEREAS, on, the City's Planning Commission conditionally granted preliminary subdivision plat approval for the Development, subject to the conditions set forth herein; and

WHEREAS, the City Council took up the matter of preliminary subdivision plat approval for the Development at its meeting subject to certain conditions; and

WHEREAS, because the Development will be served by private streets, but will be owned by a single owner and managed as a multi-family development, and therefore will not be subject to a homeowners association with responsibility for the private streets, the City Council voted to approve the preliminary subdivision plat for the Development subject to the condition that the entire Development shall be continuously owned by a single owner and that no portion comprising less than the entirety of the Development shall be sold without approval by the City; and

WHEREAS, as a condition of approval of the Development, the City has imposed other requirements as hereafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and for the public benefits to be derived therefrom, the adequacy of which is hereby acknowledged, the Parties do hereby stipulate and agree, as follows:

SECTION 1 – ADOPTION OF WHEREAS CLAUSES. All of the aforesaid “WHEREAS” clauses are hereby adopted by the Parties as part of this Agreement.

SECTION 2 – SINGLE OWNERSHIP OF DEVELOPMENT. Developer hereby agrees, on behalf of itself and its successors and assigns, as a condition to the granting of preliminary subdivision plat approval by the City, that, unless the City agrees in writing prior to any transfer of any property within the Development, the entire Development shall at all times be owned by a single owner and no property within the development shall be sold independently of the remainder of the Development, all as if the Development had been platted as a single lot of record. Nothing herein shall be construed as prohibiting a transfer of the entirety of the Development or as requiring City approval for the same.

SECTION 3 – PROPERTY RESTRICTION.

This agreement is intended to create a property restriction and covenant running with the property described on Exhibit A in favor of The City of Broussard and all its citizens.

SECTION 4 – RESPONSIBILITY FOR INFRASTRUCTURE.

Except as hereafter noted, Company shall be solely responsible for the construction, maintenance, and repair of infrastructure improvements within the Development, including streets, sidewalks, plantings, and any other improvements that may be constructed (the “**Infrastructure**”). Without limiting the forgoing, the Company will contribute the sum of One Hundred Twenty-Five Thousand dollars (\$125,000.00) to the City for construction of a sewer lift station and will donate a location acceptable to the City along Albertsons Parkway for installation of the lift station.

It is understood and agreed that the City shall own and operate the water and sewer lift station (the sewer collection system shall remain under private ownership) improvements (the “**Public Utilities**”), and that the City is hereby granted a right of access as reasonably necessary for maintenance and repair of the Public Utilities. It is specifically understood and agreed that in the event it becomes necessary for the City to perform maintenance or repair to the Public Utilities, it shall be the responsibility of the Company to make any repairs to the Infrastructure made necessary as a result of the City’s work.

SECTION 5 – TRAFFIC.

Developer agrees to pay for a traffic study to assess the impact of the Development on traffic in the area, and further agrees to be responsible for all matters relating to traffic within the Development as may be required by the City based on recommendations of its consultants. Without limiting the forgoing, the Company agrees pay the full cost for construction of a third lane along Albertson’s Parkway from Morgan Street to St. Depores Street as recommended by the City’s traffic engineer.

SECTION 6 – DRAINAGE.

Company's Development includes stormwater drainage facilities. Company agrees to be responsible for maintenance of the stormwater drainage facilities constructed by it in connection with the Development, and to maintain the drainage facilities in a manner that ensures functionality and prevents conditions which annoy, injure, or endanger the comfort, health, repose, or safety of the residents of the Development or the general public.

SECTION 7 – INDEMNITY

Company agrees to hold harmless and indemnify the City, City officials and City employees from any loss, liability, or damage, including attorney fees, arising out of any claim, occurrence or event relating to the failure to abide by any of the provisions of this agreement. Additionally, Company acknowledges that any variance from the ten (10') foot minimum front building setback may result in buildings within the Development being in close proximity to the Public Utilities. Company further acknowledges that settlement and/or erosion may occur within the vicinity of the Public Utilities. Company agrees to hold harmless and indemnify the City, City officials, and City employees from any loss, liability, or damage, including attorney fees, arising out of any claim, occurrence or event relating to damage to any building within the Development as a result of such settlement or erosion, or otherwise resulting from the location of the Public Utilities.

SECTION 8 – MISCELLANEOUS.

(a) Plat Recordation. In order to allow Company to apply for and receive individual building permits for each unit within the Development, Company will be allowed to record the final plat of subdivision prior to completion of all necessary Infrastructure improvements, but it is agreed that no certificate of occupancy will be granted until such time as all Infrastructure improvements required by the City are completed and approved by the City.

(b) Entire Agreement. This Agreement contains the complete understanding and agreement of the Parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

(c) Future Regulations. Company recognizes that insofar as the City is empowered to enact generally applicable ordinances governing or regulating the lease of residential property and/or the ownership and operation of multifamily residential developments, the Development will be subject to any such ordinances enacted by the City; provided, however, that nothing herein shall be construed as a waiver of any right vested in the Development or Company, its successors and assigns, by virtue of the granting of any permit or approval (including, without limitation, subdivision plat approval) by the City or other any governmental authority. The sole purpose of this subsection 5(b) is to acknowledge that the Development is subject to the general police power of the City and the City's authority to enact ordinances in accordance therewith.

(d) No Waiver. No delay or omission by either Party in exercising any right occurring upon any noncompliance or default by the other Party with respect to any of the terms and

conditions hereof shall impair any such right or be construed to be a waiver thereof. A waiver by either Party of any of the covenants and agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenants or agreements herein contained.

(e) Amendment. The Parties hereto agree that the provisions of this Agreement may be modified or amended, in whole or in part, only by written agreement signed by the Parties.

(f) Governing Law. This Agreement shall be governed by the laws of the State of Louisiana without giving effect to its conflict of law principles, regardless of where this Agreement is executed.

(g) Successors and Assigns. This Agreement shall inure to the benefit of the successors and assigns of the respective Parties. In addition, Company agrees that in the event of a sale or other transfer of the Development, it shall specifically require the transferee to acknowledge and agree to the provisions of this agreement.

(h) Construction. Each of the Parties has had an opportunity to obtain legal advice and negotiate the language of this Agreement. No presumption shall arise, or adverse inference be drawn by virtue of authorship, and each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Agreement, including but not limited to any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the Party whose counsel drafted that provision.

(i) Headings. Descriptive headings in this Agreement are for convenience only and shall not affect the construction of this contract or meaning of contractual language.

(j) Severability. If any term or condition of this Agreement or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are declared severable.

[Signatures of Parties located on following pages.]

[Remainder of current page left intentionally blank.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date set forth hereinbelow.

WITNESSES

Tina Emert

Print: Tina Emert

Cristen Monte

Print: Cristen Monte

CITY OF BROUSSARD

By: Ray Bourque Mayor
Ray Bourque, Mayor

Date: 6/14/2023

Sarah Ann Helbert
NOTARY PUBLIC
90648 Lifetime

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date set forth hereinbelow.

WITNESSES

VILLAS AT ALBERTSONS, LLC

[Signature]

Print: Cristen Monte

[Signature]

Print: Benjamen Theist

By: [Signature]

Print: ELIPTON D. GILBERT

Title: MANAGING MEMBER

Date: JUNE 15, 2023

[Signature]
NOTARY PUBLIC
90648 Lifetime

EXHIBIT "A"

THAT CERTAIN TRACT OF LAND SITUATED IN SECTION 28, TOWNSHIP 10 SOUTH, RANGE 4 EAST, CITY OF BROUSSARD, LAFAYETTE PARISH, LOUISIANA, CONTAINING 10.79 ACRES AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF PROPERTY AND SOUTHERLY R/W LINE OF ALBERTSON PARKWAY; SAID POINT BEING KNOWN AS BOTH THE POINT OF COMMENCEMENT (POC) AND THE POINT OF BEGINNING (POB).

THENCE PROCEED ALONG THE SOUTHERLY R/W LINE OF ALBERTSON PARKWAY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 5,697.37, AN ARC DISTANCE OF 85.39, CHORD BEARING OF SOUTH 89°32'45" EAST, A CHORD DISTANCE OF 85.39 FEET; THENCE PROCEED ALONG THE SOUTHERLY R/W LINE OF ALBERTSON PARKWAY SOUTH 89°07'00" EAST A DISTANCE OF 526.99 FEET; THENCE PROCEED ALONG THE SOUTHERLY R/W LINE OF ALBERTSON PARKWAY SOUTH 86°15'14" EAST A DISTANCE OF 100.13 FEET; THENCE PROCEED ALONG THE SOUTHERLY R/W LINE OF ALBERTSON PARKWAY SOUTH 89°06'59" EAST A DISTANCE OF 137.09 FEET TO A FND 5/8" IRON ROD; THENCE PROCEED SOUTH 00°53'01" WEST A DISTANCE OF 10.00 FEET TO A FND 5/8" IRON ROD; THENCE PROCEED SOUTH 00°48'28" WEST DISTANCE OF 537.19 FEET TO A FND 1" IRON PIPE; THENCE PROCEED NORTH 89°40'46" WEST A DISTANCE OF 254.03 FEET TO A FND 3/8" IRON ROD; THENCE PROCEED NORTH 89°41'37" WEST A DISTANCE OF 590.57 FEET TO A FND 1/2" IRON ROD; THENCE PROCEED NORTH 00°18'30" EAST A DISTANCE OF 560.03 FEET TO THE POINT OF BEGINNING (POB).

STATE OF LOUISIANA

PARISH OF LAFAYETTE

**TRANSFER AND ASSIGNMENT OF MEMBERSHIP INTEREST IN
VILLAS AT ALBERTSONS, L.L.C.**

BE IT KNOWN, that before me, the undersigned Notary Public, in and for the said Parish and State, duly commissioned and qualified as such, personally came and appeared:

GUIDRY LAND DEVELOPMENT, LLC, a Louisiana limited liability company, represented herein by its Manager, Clifton D. Guidry;

who declared that it does by these present, transfer and deliver to:

ACTP RENTALS, LLC, a Louisiana limited liability company, represented herein by its Manager, Clifton D. Guidry;

All of its right, title, and membership interest in the limited liability company known as VILLAS AT ALBERTSONS, L.L.C.

And to these present appeared ACTP RENTALS, LLC to accept the transfer and who hereby agrees to assume any and all liabilities of Transferor in connection with the company.

Thus done and signed on the ____ day of October, 2022, in the presence of the undersigned witnesses and Notary Public.

WITNESSES:

GUIDRY LAND DEVELOPMENT, LLC




By: CLIFTON D. GUIDRY, Manager

ACTP RENTALS, LLC




By: CLIFTON D. GUIDRY, Manager



NOTARY PUBLIC

R. Kyle Ardoin
SECRETARY OF STATE

State of Louisiana
Secretary of State



COMMERCIAL DIVISION
225.925.4704

07/18/2022

Administrative Services
225.932.5317 Fax
Corporations
225.932.5314 Fax
Uniform Commercial Code
225.932.5318 Fax

ONLINE FILING
Tim@guidrylanddevelopment.com

VILLAS AT ALBERTSONS, L.L.C.

It has been a pleasure to approve and place on file your articles of organization. The appropriate evidence is attached for your files.

Payment of the filing fee is acknowledged by this letter.

In addition to email and text notifications, business owners now have the option to enroll in our secured business filings (SBF) service. This service is available online, at no charge, by filing a notarized affidavit. Upon enrollment, an amendment cannot be made to your entity without approval using your personal identification number. This is another way to protect your business from fraud and identity theft.

Please note that as of January 1, 2018, business owners in the following parishes will be required to file all available business documents online through [geauxBIZ](http://geauxBIZ.com): Ascension, Bossier, Caddo, Calcasieu, East Baton Rouge, Jefferson, Lafayette, Livingston, Orleans, Ouachita, Rapides, St. Tammany, Tangipahoa and Terrebonne.

Online filing options are available if changes are necessary to your registration or if you need to file an annual report. Please visit our website at GeauxBiz.com for your future business needs.

Sincerely,

The Commercial Division
WEB



R. Kyle Ardoin
SECRETARY OF STATE

As Secretary of State of the State of Louisiana I do hereby Certify that

a copy of the Articles of Organization and Initial Report of

VILLAS AT ALBERTSONS, L.L.C.

Domiciled at BROUSSARD, LOUISIANA,

Was filed and recorded In this Office on July 14, 2022,

And all fees having been paid as required by law, the limited liability company is authorized to transact business in this State, subject to the restrictions imposed by law, including the provisions of R.S. Title 12, Chapter 22.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

July 18, 2022

Secretary of State

WEB 45018792K



Certificate ID: 11599764#Q8Q83

To validate this certificate, visit the following web site, go to **Business Services**, **Search for Louisiana Business Filings**, **Validate a Certificate**, then follow the instructions displayed.
www.sos.la.gov

R. Kyle Ardoin
SECRETARY OF STATE

State of Louisiana
Secretary of State



COMMERCIAL DIVISION
225.925.4704

July 18, 2022

Administrative Services
225.932.5317 Fax
Corporations
225.932.5314 Fax
Uniform Commercial Code
225.932.5318 Fax

The attached document of VILLAS AT ALBERTSONS, L.L.C. was received and filed on July 14, 2022.

WEB 45018792K

RESOLUTION NO.: 774-24

A RESOLUTION OF THE CITY COUNCIL ACCEPTING THE LOWEST RESPONSIVE BID OF ONE MILLION TWO HUNDRED NINETEEN THOUSAND SIX HUNDRED FIFTY-SEVEN DOLLARS (\$1,219,657.00) FROM MERRICK, LLC FOR THE GARBER ROAD OUTFALL CHANNEL MAINTENANCE PROJECT

WHEREAS, the City of Broussard, Louisiana requested bids for the Garber Road Outfall Channel Maintenance Project; and

WHEREAS, the Project 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 s Merrick, LLC with a bid of One Million Two Hundred Nineteen Thousand Six Hundred Fifty-Seven (\$1,219,657.00) from Merrick, 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 23rd day of January, 2024, and the vote thereon was as follows:

YEAS:

NAYS:

ABSENT:

ABSTENTION:

And this Resolution was declared adopted this, the 23rd day of January, 2024.

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 23rd day of January, 2024.

THUS DONE AND SIGNED in Broussard, Louisiana, on this the ____ day of _____, 2024.

TINA EMERT
City Clerk, City of Broussard



COMEAX
ENGINEERING & CONSULTING

CELEBRATING 20 YEARS

P.O. Box 452
601 East Second Street
Broussard, Louisiana 70518

Phone: (337) 837-2210
Fax: (337) 837-2217

Email: walt@comeauxengineering.com
Walter S. Comeaux, III, P.E., P.L.S.
Daniel R. Hutchinson, P.E.
Mallory Comeaux Hutchinson, P.E.
Walter S. Comeaux, IV, P.E., L.S.I.

#774-24

January 11, 2024

Hon. Ray Bourque, Mayor
City of Broussard
310 E. Main Street
Broussard, Louisiana 70518

Re: Bid Award Recommendation
Garber Road Outfall Channel Maintenance
2022076

Dear Mayor Bourque:

On January 10, 2024 bids were opened for the above referenced project with five companies responding to the Advertisement for Bids.

Our office has examined the bids (refer to the attached Bid Tabulation) and determined that the lowest responsible bidder is Merrick, LLC with a bid of \$1,219,657.00.

It is our recommendation that the project be awarded to Merrick, LLC in accordance with State Bid Law.

Should you have any questions regarding this matter please do not hesitate to contact our office.

Sincerely,

Walter S. Comeaux IV, P.E., L.S.I.
Comeaux Engineering & Consulting, APC

RESOLUTION NO.: 775-24

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING EXECUTION OF A
CONTINGENCY FEE AGREEMENT WITH STAG LIUZZA AND CLIENT FIRST
LEGAL, PLLC FOR PROSECUTION OF CLAIMS
RELATED TO WATER CONTAMINATION**

WHEREAS, one or more settlements (the Settlements) have been reached in certain national class action litigation relating to water contamination, which settlements allow for the assertion of claims for damages for qualifying water system operators; and

WHEREAS, it is in the best interest of the City of Broussard to retain special counsel to pursue said claims and for the City Attorney to provide support to said special counsel under terms pursuant to which the City Attorney is compensated by the said special counsel;

WHEREAS the City Attorney for the City of Broussard has recommended retention Stag Liuzza LLC and Client First Legal PLLC for the purpose of providing legal services on a contingency basis related to the filing and litigation of a civil action for damages due to soil and water contamination against Defendants who manufactured, marketed, distributed, and/or sold products containing per-and polyfluoroalkyl substances ("PFAS"), including but not limited to aqueous film-forming foam ("AFFF"), a firefighting product used to control and extinguish aviation, marine, fuel, and other flammable liquid fires and contains perfluorooctanoic acid ("PFOA") and/or perfluorooctane sulfonic acid ("PFOS"). (the Claims").

THEREFORE, BE IT RESOLVED by the City Council of the City of Broussard, Louisiana that the City of Broussard enter into a contract for legal services on a contingency basis (the Legal Services Contract) with Stag Liuzza LLC and Client First Legal PLLC for the prosecution of the Claims; and

BE IT FURTHER RESOLVED that the Mayor is authorized to negotiate and execute said contract which shall contain such terms and conditions as he deems appropriate, including provision

for compensation of the City Attorney.

And this Resolution was submitted to a vote on the 23rd day of January, 2024, and the vote thereon was as follows:

YEAS:

NAYS:

ABSENT:

ABSTENTION:

And this Resolution was declared adopted this, the 23rd day of January, 2024.

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 23rd day of January, 2024.

THUS DONE AND SIGNED in Broussard, Louisiana, on this the ___ day of _____,
2024.

TINA EMERT
City Clerk, City of Broussard

ORDINANCE NO: 24-789

**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 PURCHASE OF POLICE EQUIPMENT**

The City Council for the City of Broussard, Louisiana, meeting in regular session on the 20th day of February, 2024 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 the purchase of certain equipment for the new police department building at 5801 Highway 90 East; and

WHEREAS, the Broussard City Council desires to amend the 2023/2024 Operating Budget of Revenues and Expenditures to authorize expenditures for the cost of the said equipment.

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 up to Forty Thousand Dollars (\$40,000.00) for equipment for the police department building at 5801 Highway 90 East; and

BE IT FURTHER ORDAINED that the Mayor is hereby authorized to proceed with the purchase of the said equipment.

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 20th of February, 2024.

TINA EMERT, City Clerk

RAY BOURQUE, Mayor

ORDINANCE NO.: 24-788

**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 9th day of January, 2024, 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 E-5

of property to be zoned NC - Neighborhood Commercial.
Portions of Garber Rd;

MAP E-13

of property to be rezoned from NC – Neighborhood Commercial to R1 – Single Family Residential & RA – Residential Accessory.
Areas known as Cypress Meadows Ph. III-C-1 & Cypress Meadows Ph. III-C-2;

MAP F-13

of property to be rezoned from NC – Neighborhood Commercial to R1 – Single Family Residential.
Areas known as Cypress Meadows Ph. III-C-1;

MAP D-9

of property to be rezoned from CC – Community Commercial to R1 – Single Family Residential.
Areas known as The Sanctuary;

MAP E-8

of property to be rezoned from CC – Community Commercial to R1 – Single Family Residential & RA – Residential Accessory.
Areas known as The Sanctuary;

MAP E-9

of property to be rezoned from CC – Community Commercial to R1 – Single Family Residential & RA – Residential Accessory.
Areas known as The Sanctuary;

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:

ABSTENTION:

And this Ordinance was adopted by the City Council for the City of Broussard on this, the 9th day of January, 2024.

TINA EMERT, City Clerk

RAY BOURQUE, Mayor

MAP E-5

of property to be zoned NC - Neighborhood Commercial.
Portions of Garber Rd;

MAP E-13

of property to be rezoned from NC – Neighborhood Commercial to R1 – Single Family Residential
& RA – Residential Accessory.
Areas known as Cypress Meadows Ph. III-C-1 & Cypress Meadows Ph. III-C-2;

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of property to be rezoned from NC – Neighborhood Commercial to R1 – Single Family
Residential.
Areas known as Cypress Meadows Ph. III-C-1;

MAP D-9

of property to be rezoned from CC – Community Commercial to R1 – Single Family Residential.
Areas known as The Sanctuary;

MAP E-8

of property to be rezoned from CC – Community Commercial to R1 – Single Family Residential
& RA – Residential Accessory.
Areas known as The Sanctuary;

MAP E-9

of property to be rezoned from CC – Community Commercial to R1 – Single Family Residential
& RA – Residential Accessory.
Areas known as The Sanctuary;





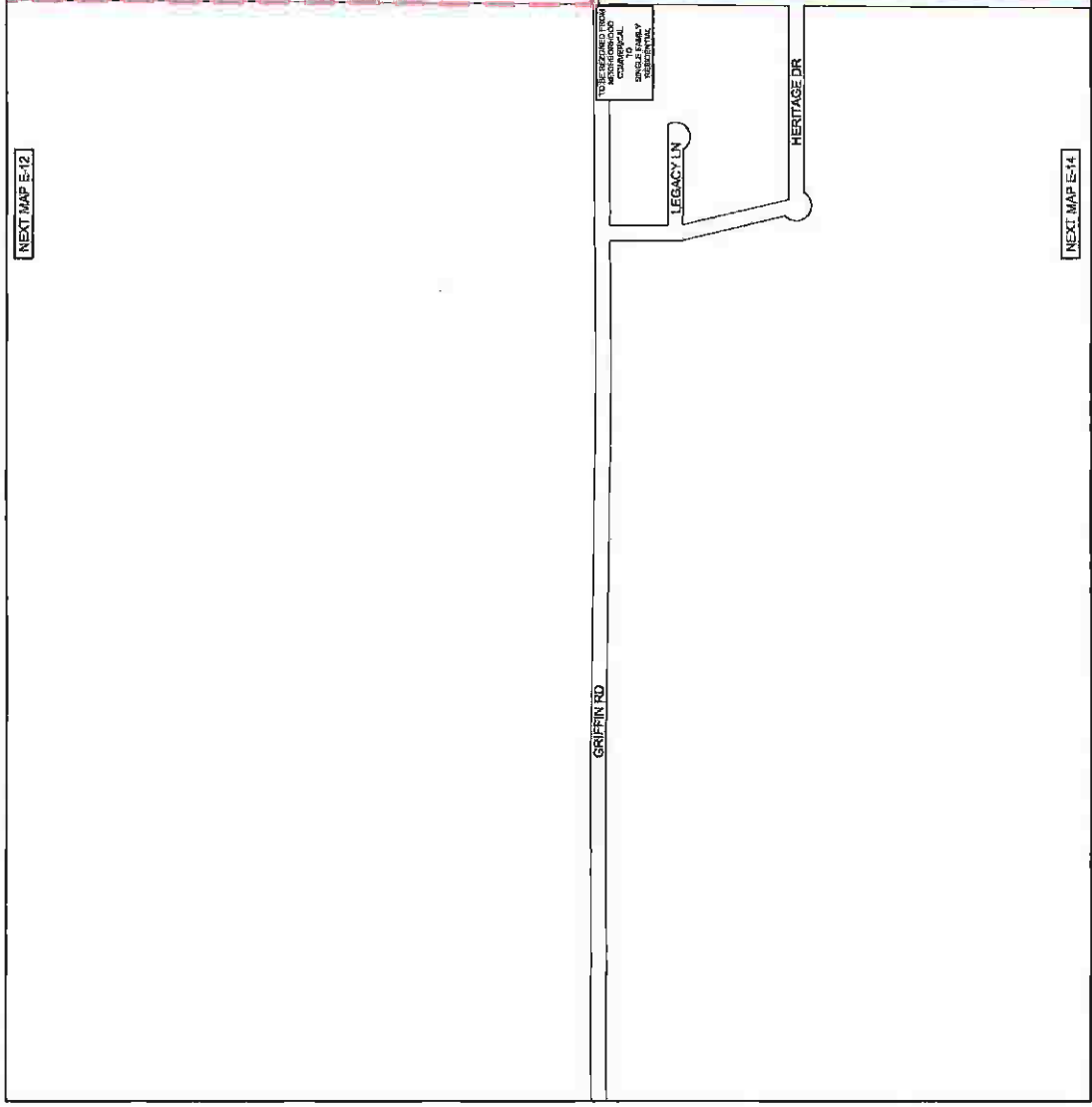
ZONING MAP OF THE
CITY OF BRUUSSARD
MAP E-13



SCALE 1"=400'

TO BE REZONED FROM
COMMERCIAL
RESIDENTIAL
ACCESSORY

NEIGHBORHOOD
COMMERCIAL



NEXT MAP E-12

NEXT MAP E-14

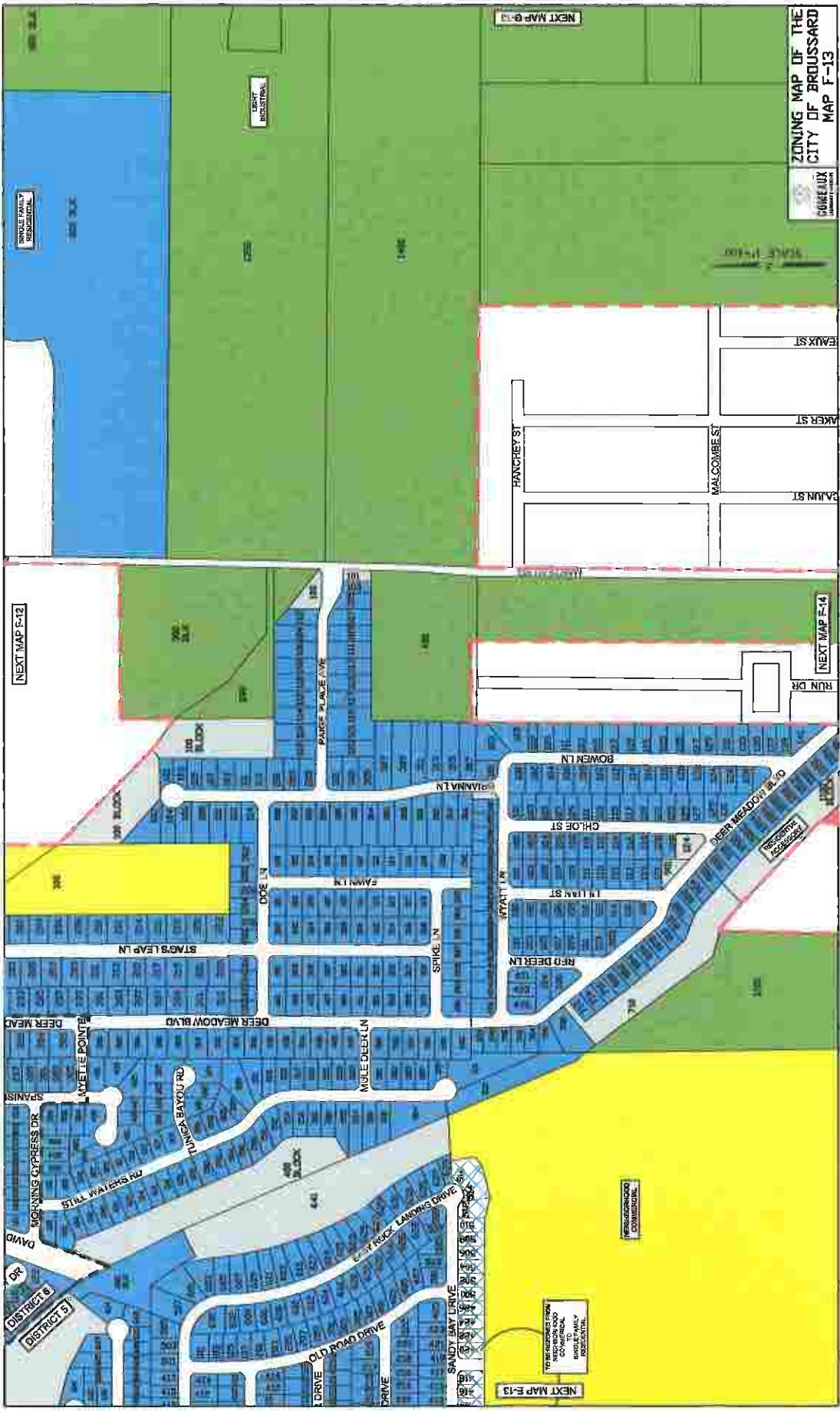
GRIFFIN RD

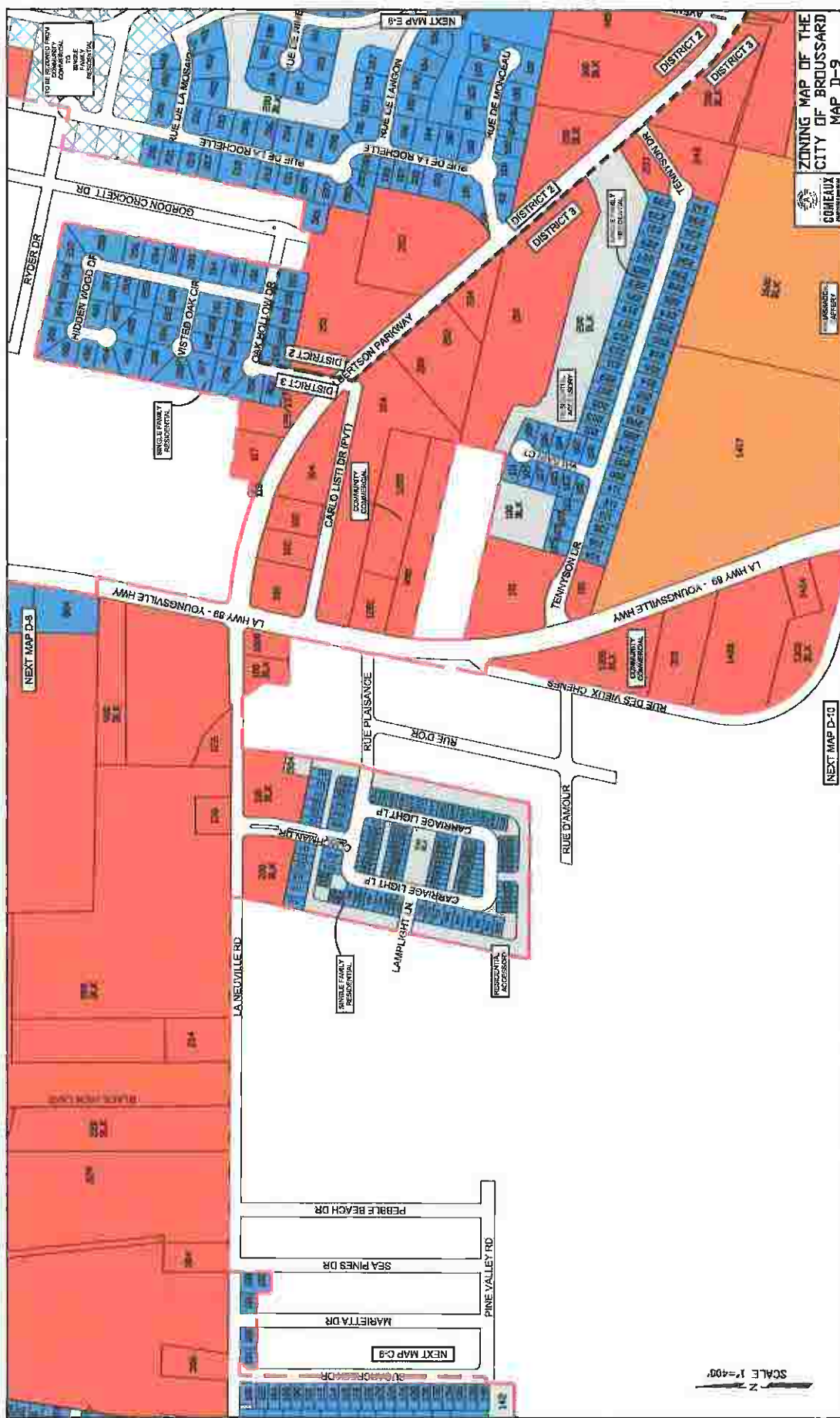
LEGACY LN

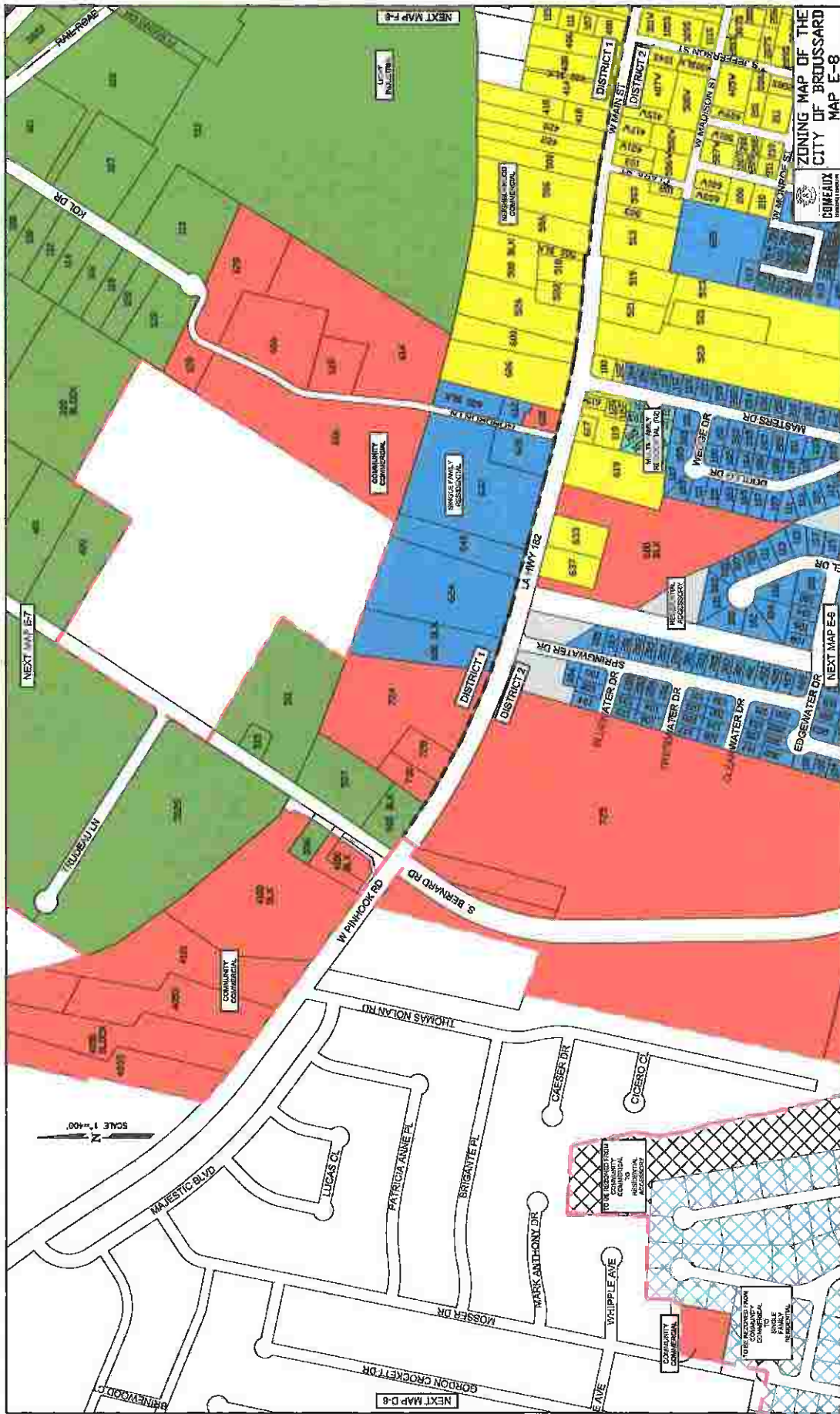
HERITAGE DR

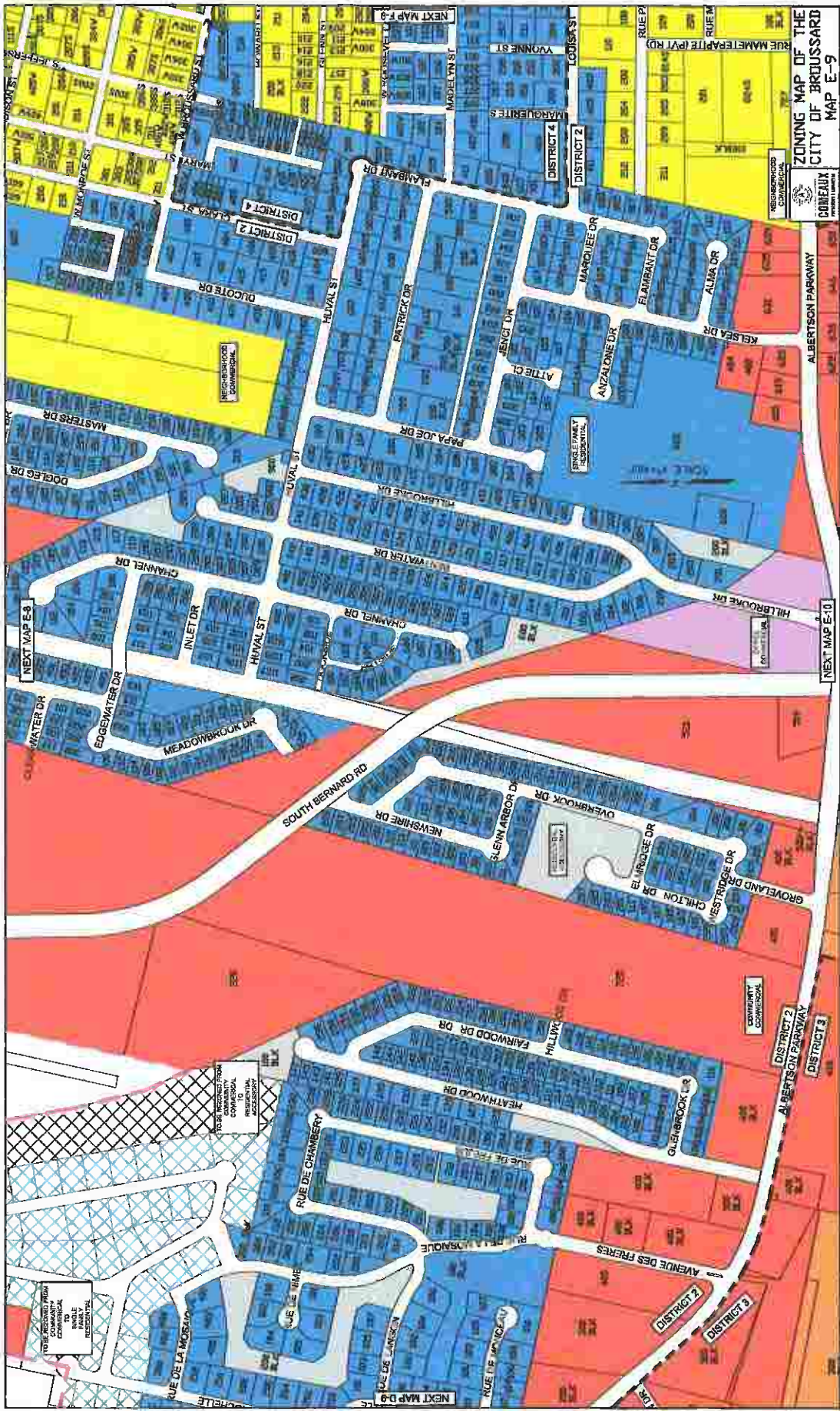
TO BE REZONED FROM
COMMERCIAL
RESIDENTIAL
ACCESSORY

NEIGHBORHOOD
COMMERCIAL





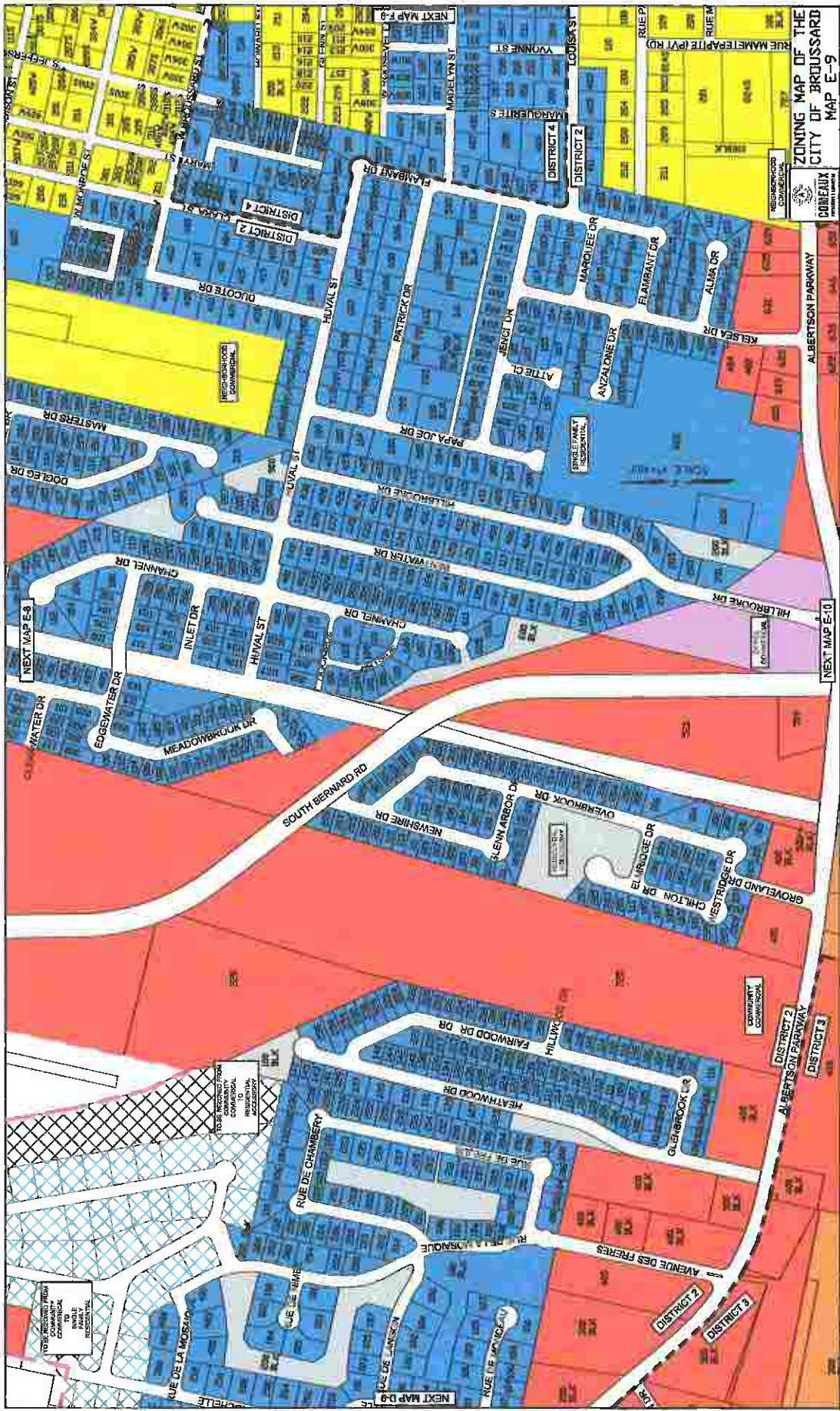




ZONING MAP OF THE
CITY OF BROUSSARD
TEXAS

MAP E-9

GOREAUX
CONSULTANTS



ZONING MAP OF THE
CITY OF BROUSSARD
TEXAS

MAP E-9

GOREAUX
CONSULTANTS