

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 August 11, 2026 AT 6:00 P.M. AT
416 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

- 1.1 Pledge of Allegiance
- 1.2 Invocation done by Pastor Gabe Smith with Our Saviors Church

2. MINUTES

Mayor Bourque

- 2.1 Acceptance of the Minutes of July 14, 2026 Regular Meeting

3. FINANCIAL REPORT

Mayor Bourque

- 3.1 Approval of the June 2026 financial report

4. OTHER BUSINESS

- 4.1 Candidate for District Judge Will Keaty **Attorney Will Keaty**
- 4.2 Approve the recommendation from the Planning and Zoning Commission that the proposed Washateria/Laundromat to be located at 202 Albertson Parkway is compliant with the Community Commercial zoning district **Blake Saul/Mike Hebert**
- 4.3 Condemnation update on 506 Ave B-Property owner Brian K. Breaux **Ben Theriot**

5. RESOLUTIONS

- 5.1 **Resolution #910-26** **Mayor Bourque/Grasyon Simon**
A resolution accepting the bid for Phase 2 of the Street Improvements Project
- 5.2 **Resolution #911-26** **Mayor Bourque/Chief Vance Olivier**
A resolution amending the 2026/2027 Operating Budget of Revenues and Expenditures for the Police Camera expense affiliated with the Opioid Agreement with LCG
- 5.3 **Resolution #912-26** **Mayor Bourque/Daniel Hutchinson**
A resolution declaring the contract for the North Saint Jean Bridge Replacement project to be substantially complete
- 5.4 **Resolution #913-26** **Mayor Bourque/Bailey Bergeron**
A resolution authorizing the mayor to execute a Cooperative Endeavor Agreement for the modification of State Highway PA030030 Between the State of Louisiana through the Department of Transportation and Development and the City of Broussard
- 5.5 **Resolution #914-26** **Mayor Bourque/Grayson Simon**
A resolution declaring the contract for the Right Turn Lane Addition to West Pinhook Road onto South Bernard Road Project to be substantially complete

6. ORDINANCES FOR ADOPTION

- 6.1 **Ordinance #26-847** **Mayor Bourque**
An ordinance authorizing the issuance of the City of Broussard, State of Louisiana, of its Taxable Public Improvement Sales Tax Revenue Bond (DEQ), Series 2026, and providing for other matters in connection therewith

6.2 **Ordinance #26-848**

Mayor Bourque/Gerald deLaunay

An ordinance approving and authorizing execution of Act of Exchange with IMN, LLC

7. ADJOURNMENT

In accordance with Louisiana Revised Statute (R.S.) 42:14, persons with an ADA recognized disability who needs accommodations to participate in this meeting must submit a request online at www.cityofbroussard.com via "Address the Council" form or contact the City Clerk by phone at 337-837-6681 before 8:00 a.m. of the designated day of the meeting.

**MINUTES OF THE
REGULAR MEETING OF THE MAYOR AND CITY COUNCIL
OF THE CITY OF BROUSSARD, LA
on Tuesday, July 14, 2026
AT 6:00 P.M. AT 416 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)

Staff: Kelli Migues (Deputy City Clerk/Administrator of Utility Operations), Cristen Thibodeaux (Accounting Manager), April Aguilar (Manager to the Mayor's office), Graham Beduze (Director of Economic Development), Mark Rigsby (Communications Coordinator), Millicent Norbert (Director of Tourism), Jamison Abshire (Director of Parks and Recreation), Randy Lasseigne (City Attorney), Walter Comeaux (Engineer), Daniel Hutchinson (Engineer), Chief Vance Olivier (Police Chief), Tony Ashy (Assistant Police Chief), Bryan Champagne (Fire Chief), Ben Theriot (Code Enforcement Officer)

Absent: Councilman Jeff Delahoussay (At Large), Gerald deLaunay (City Attorney), Tina Emert (City Clerk/Director of Administrative Services) Mel Bertrand (City Manager/Director of Public Works)

1. OPENING

- 1.1 Pledge of Allegiance
- 1.2 Invocation done by Pastor Weldon Moak with First Baptist Church

2. MINUTES

- 2.1 Acceptance of the Minutes of the June 17, 2026 Budget Hearing
 - Motion by Councilman Regan
 - Second by Councilman Allen
 - Discussion: No public comment
 - 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
 - ABSENT: At Large - Jeff Delahoussaye

2.2 Acceptance of the Minutes of the June 17, 2026 Regular Meeting

Motion by Councilman Bonin

Second by Councilman Regan

Discussion: No public comment

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
ABSENT: At Large - Jeff Delahoussaye

3. FINANCIAL REPORT

3.1 Approval of the May 2026 Financial Report

Motion by Councilman Regan

Second by Councilwoman Girouard

Discussion: Mayor Bourque highlighted that May was 3 percent higher than 2025 but 1 percent below which leaves us at 2 percent below budget for the year.

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
ABSENT: At Large - Jeff Delahoussaye

4. NEW BUSINESS

4.1 Lafayette Parish Tax Assessor's office update

Assessor Justin Centanni addressed the Council explaining that he is working to make assessment information more accessible to residents. He explained that his office will be hosting outreach events at city halls throughout the parish so residents can meet with his staff closer to home, rather than traveling to Lafayette. He noted that this will be especially helpful for elderly residents and others who may find travel difficult. Mr. Centanni said his team is working with local city officials to provide space for these meetings and will offer both morning and afternoon sessions at each location. In Broussard, the Assessor's Office will be available at City Hall on: August 4, 2026, from 8:00 a.m. to 11:30 a.m. August 6, 2026, from 1:00 p.m. to 4:30 p.m. Mr. Centanni also shared that, as his office is working this year's tax roll, he noticed that Broussard's assessed real estate value has increased by 3.1%. He stated that the increase is due to new construction and the sale of existing homes. He congratulated the City on its continued growth and strong real estate market. After thanking the Mayor and Council, Mr. Centanni asked if there were any questions. Mayor Bourque stated that the city staff has coordinated with the Assessor's Office to provide space for the outreach events. He also

requested information on the dates and times be shared with us so the City of Broussard can help advertise the events on its social media platforms. The Mayor and Council thanked Mr. Centanni for his presentation.

- 4.2 Condemnation of 506 Ave B property owner is Brian K Breaux
Ben Theriot gave the Council an update on this item. He stated that the homeowner has recently been in contact with him and is willing to obtain the necessary permits. The owner has also started purchasing materials to make repairs to the home. Mayor Bourque said the property should continue to be monitored closely and remain on future agendas so the Council can receive updates on the owner's progress. He noted that the City has a responsibility to ensure public safety and wants to make sure the repairs continue moving forward. Councilwoman Racca requested that Mr. Theriot give the owner a clear timeline and deadline for completing the required work. Mayor Bourque confirmed that no one was present to represent Mr. Breaux at the meeting. He asked Councilwoman Racca if she was comfortable with the proposed plan, and she agreed that the Council should continue monitoring the property and stay in contact with the owner regarding repair progress.

5. RESOLUTIONS

5.1 Resolution #907-26

A resolution giving preliminary approval to the issuance of Taxable Public Improvement Sales Tax Revenue Bonds (DEQ) of the City of Broussard, State of Louisiana and providing for other matters in connection therewith

Motion by Councilman Regan

Second by Councilman Bonin

Discussion: Mayor Bourque stated that the City applied for grant funding for sewer improvements but was not awarded the grant. Instead, the Louisiana Department of Environmental Quality (DEQ) approved a low-interest loan for the project. Mr. Brennan Black explained that the City was approved for a \$4.963 million loan to extend sewer service to certain areas of the City. The loan carries an interest rate of 0.95%, and the City will only pay interest on the funds as they get used. He also explained that DEQ requires the City to issue bonds to secure the loan, so the Council was asked to approve the preliminary issuance of Sales Tax Revenue Bonds backed by the City's 1992 sales tax. This approval will allow the City to seek Bond Commission approval on August 20, 2026, with the loan expected to close in late September 2026. Mr. Walter Comeaux and Mr. Daniel Hutchinson of Comeaux Engineering explained that the funding will be used to expand sewer service to areas that currently do not have city sewer but are expected to need it because of future development.

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
ABSENT:	At Large -	Jeff Delahoussaye

5.2 Resolution #908-26

A resolution declaring certain items in exhibit A and currently in the possession of the city as salvage and no longer useful to the city and authorizing the disposition of said items by the Administration of the City of Broussard

Motion by Councilman Regan

Second by Councilman Allen

Discussion: Mayor Bourque reviewed the items listed to be declared as salvage and asked the council for approval to move forward. There was no public comment on this item.

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
ABSENT:	At Large -	Jeff Delahoussaye

5.3 Resolution #909-26

A resolution authorizing the City of Broussard to apply for the Delta Regional Authority award

Motion by Councilman Bonin

Second by Councilman Forbes

Discussion: Mayor Bourque explained that the Delta Regional Authority offers grant opportunities that are not available in Lafayette Parish but can be applied for in St. Martin Parish. He stated that the City would like to apply for a grant to fund improvements to the bridge on N. Cruse Avenue, which provides access to businesses in the industrial area. The bridge frequently floods during heavy rain events and would need to be raised, along with the apron and roadway, to improve safety and accessibility. Mayor Bourque noted that this would be an excellent project for grant funding and requested the Council's support in applying for the grant. Walter added that the bridge is approximately two feet below the 100-year flood elevation and has flooded in the past, preventing people from accessing the industrial area.

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
ABSENT:	At Large -	Jeff Delahoussaye

6. ORDINANCES FOR INTRODUCTION

6.1 Ordinance #26-847

An ordinance authorizing the issuance of the City of Broussard, State of Louisiana, of its Taxable Public Improvement Sales Tax Revenue Bond (DEQ), Series 2026 and providing for other matters in connection therewith

Motion by Councilman Bonin

Second by Councilman Forbes

Discussion: No public comment

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
ABSENT: At Large - Jeff Delahoussaye

6.2 Ordinance #26-848

An ordinance approving and authorizing execution of an Act of Exchange with IMN, LLC

Motion by Councilman Bonin

Second by Councilman Forbes

Discussion: Mayor Bourque explained that, as work continues on the new water well site, there are plans to extend Fezzo's Road from Ambassador Caffery Parkway to Albertsons Parkway. To move the project forward, the City needs to obtain a servitude from one property owner, IMN, LLC. He stated that the property owner has requested a property exchange instead. Attorney Randy Lasseigne confirmed that the necessary documents show the properties are of equal value and recommended that the City proceed with the exchange. Mayor Bourque then asked the Council for approval to move forward with the agreement.

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
ABSENT: At Large - Jeff Delahoussaye

7. ORDINANCES FOR ADOPTION

7.1 Ordinance #26-845

An ordinance to De-Annex a portion along North Eola Rd

Motion by Councilwoman Racca

Second by Councilman Allen

Discussion: Walter explained that nearly the entire subdivision is located outside the city limits, with only a small strip of land remaining within the city. He stated that the property owners are working to correct this issue and clean up the boundary lines. Walter noted that if someone were to build a house on that portion of the property, it would be unclear which jurisdiction would be responsible for issuing permits. For this reason, he recommended that the property be de-annexed to eliminate confusion and ensure clear permitting authority.

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
ABSENT:	At Large -	Jeff Delahoussaye

7.2 Ordinance #26-846

An ordinance approving and authorizing execution of an Act of Exchange with Comeaux Planting

Motion by Councilman Regan

Second by Councilwoman Girouard

Discussion: No public comment

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
ABSENT:	At Large -	Jeff Delahoussaye

8. OTHER BUSINESS

8.1 Water System Master Plan update

Mayor Bourque explained that the City of Broussard provides an annual update on its Water System Master Plan during budget season because many of the projects are funded through state capital outlay programs. Once state funding approvals are known, the city can determine which projects will move forward each year. He expressed pride in the unanimous support the City Council has provided in developing and advancing the plan over the past several years and thanked the Acadiana legislative delegation for securing substantial state funding. He noted that capital outlay funding serves as a multiplier for the city's investment, with the city providing matching funds while the state supplies much of the funding necessary to support the series of water system improvements. The mayor stated that the overall goal of the Water System Master Plan is to strengthen the city's water infrastructure, increase water production, expand water storage capacity, and implement advanced filtration and treatment throughout the system. Current projects include the North Girouard Road water line extension, backup generators and booster pumps on Regal Drive, backup generators at the Highway 90 well, water line loops along Ambassador Caffery Parkway and Sugarland Drive, improvements to the Garber Road water well, and a water line extension from Freeman Road to Smede Highway. Completed projects include the rehabilitation of the city's two water towers, which significantly increased water storage capacity. Mayor Bourque explained that the city hired a hydrologist to model the aquifer and identify the best locations for future wells, with the Garber Road water well serving as the first priority project, followed by the Albertson Parkway well. He emphasized the importance of increased water storage, noting that Broussard successfully maintained water service during a severe winter storm while many neighboring systems experienced failures. He credited the city's Public Works Department and the water production and storage capabilities at the Garber well for helping the city withstand the storm. The planned improvements, including additional storage tanks and wells, are intended to strengthen the system's ability to handle future emergencies such as hurricanes, ice storms, droughts, and continued population growth. The mayor also reviewed the Garber Road Water System project, which consists of two phases and is being advanced through state water sector grants and capital outlay funding. He noted that advanced water treatment systems are being pursued for the Garber Road and Marteau sites and that all existing wells are being evaluated for treatment upgrades to ensure they work together as a unified system. He stressed that the city is not implementing temporary fixes but is undertaking a multi-million-dollar, multi-year investment designed to improve and expand the water system for decades to come. Given Broussard's continued growth, the objective is to establish a reliable, modern water system capable of meeting future demand while providing the highest quality water possible to residents. He added that the city recently secured additional state capital outlay funding, with the City Council approving the required matching funds to keep projects moving forward through the engineering phases. Walter Comeaux added that approximately 60 percent of the city's fire protection rating is tied to the water system, making adequate water storage critical during emergency events such as fires. He noted that seasonal demands, including lawn irrigation during drought conditions and dripping faucets during hard freezes, place significant stress on the system. He stated that the planned projects will help Broussard become more self-sufficient, improve system reliability, increase storage and production capacity, and enhance the overall quality of the city's water supply.

9. ANNOUNCEMENTS

- 9.1 Mayor Bourque invited everyone to attend the upcoming Coffee with the Mayor and Chiefs event, which will be held at Starbucks in Broussard on Friday, July 24, 2026, from 7:00 am to 8:30 am.

10. ADJOURNMENT


MAYOR RAY BOURQUE


KELLI MIGUES, DEPUTY CITY CLERK

Item 4.2

400 E. Madison St. Bldg. A • Broussard, Louisiana 70518

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



(337) 837-6681 • Fax (337) 839-9810

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

Wednesday, June 10, 2026

TO: The Property Owners around 202 Albertson Parkway
RE: Zoning Map D9

The Broussard Planning / Zoning Commission dictate that the property owners are notified when a property is being considered for zoning.

The Broussard Planning / Zoning Commission will review the request to allow for a Washateria/Laundromat be built on the property known as 202 Alberston Parkway Road on Map D9 on Thursday, July 9, 2026, in the City Council Chambers, located at 416 East Main Street, Broussard, LA 70518, at 6:00 p.m. The Current Zoning is Community Commercial, and the Owner and possible buyer is requesting approval for a Washateria/ Laundromat be built on the property.

If you should have any questions, please do not hesitate to contact me at, 337-837-6681 ext. 5.

Sincerely,

Sarah Hebert
Broussard Planning / Zoning Commission

enclosure(s)

**Broussard Planning Commission
Application For Plat Approval**

Map Name	Final Plat of Survey showing Tracts
Location (Sec, Township, Range)	Section 60, Township 10 South Range 30 East
Nearest Intersecting Street (& Distance To)	Albertson Parkway
Proposed Number of Lots	one (1)
Lot Acreage (Three Decimal Places)	1.381
Proposed Use	Washateria/Laundromat
Owner/Developer	Richard & Gonsoulin Investments, LLC / Village (P)
Address	8803 Hwy 14 / PMB #604 New Iberia LA 70560 / 139 B. James
Phone	614-746-5043
Fax	
Authorized Agent	Chad J. Richard / Blake Saul (owner) (Buyer/Developer)
Address	8803 Hwy 14 / PMB #604 New Iberia, LA 70560 / 139 B. James
Phone	614-746-5043
Fax	
Registered Engineer / Land Surveyor	Comeaux Engineering & Consulting
Address	601 E. 2nd street, Broussard, LA 70518
Phone	337-837-2210
Fax	

I hereby certify that all information contained herein is true and correct to the best of my knowledge.

I further certify that I either own the property described above or have legal power of attorney to request subdivision approval.

Furthermore, by signing this I acknowledge that NO type of Construction, Dirt Work, ETC may begin on subdivision until final review by City's appointed Engineer and Final Approval by Broussard Planning as been granted

06/06/25
Chad Richard
Owner/Developer

Signature of Owner/Developer

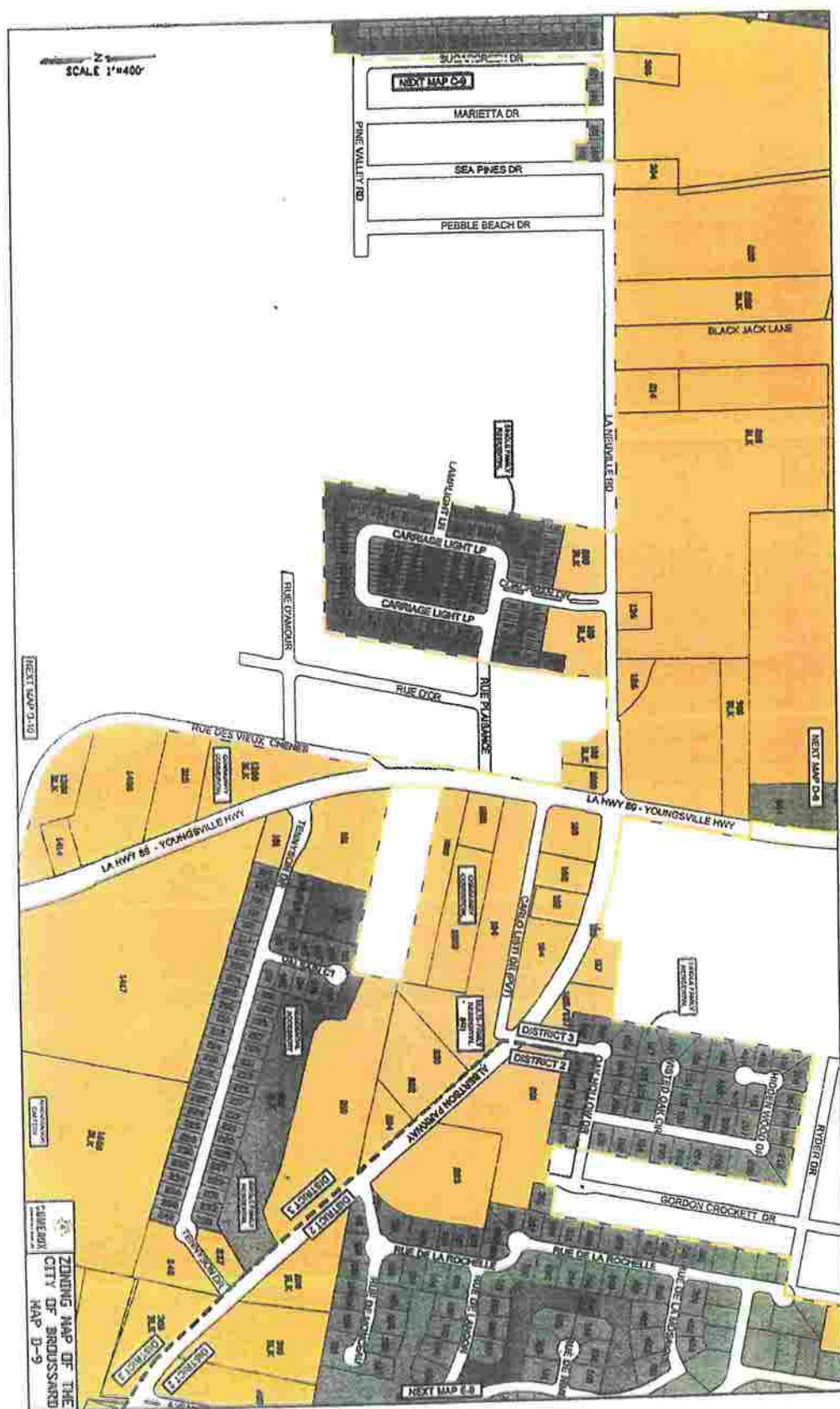
Date

6/8/26

Signature of

Blake Saul

Shannon Gonsoulin



Second by Russell Trahan

Question: Keith Rousseau

Roll Call:

Russell Trahan, Yea- Craig Kimball, Yea – Teddy Eastin, Yea- David Anderson, Yea- Keith Rousseau, Yea

3. Chad Richard- Zoning Map D9 Sec 60, T10S, R5E Owner Requesting a washateria/laundromat can be placed in this Zone of Community Commercial – 202 Albertson Parkway
Craig Kimball moved to recommend to the Broussard City Council that this washateria/laundromat can be placed in this Zone of Community Commercial

Second by David Anderson

Question: Keith Rousseau

Roll Call:

Russell Trahan, Yea- Craig Kimball, Yea – Teddy Eastin, Yea- David Anderson, Yea- Keith Rousseau, Yea

4. Developer – Stillwater Development – Map G10 Tract A & Tract B, Sec35, T10S, R5E, Requesting a change in Zoning from Light Industrial LI to Single Family Residential R1.

This rezone was recommended by the City Engineers to be denied as the adjoining properties are zoned as Light Industrial.

Moved by Russell Trahan to recommend to the Broussard City Council to deny this request to rezone this property from Light Industrial to Single Family Residential.

Second by David Anderson

Question: Keith Rousseau

Roll Call:

Russell Trahan, Yea- Craig Kimball, Yea – Teddy Eastin, Yea- David Anderson, Yea- Keith Rousseau, Yea

Adjourn

Chairman Keith Rousseau adjourned this meeting.

Rodney L. Richard
Building Code Inspection Service L.L.C.
ICC Certified Building Official
Certification Number 5253431-CB
Louisiana State Uniform Construction Code
Certified Third Party Provider
Registration Number U00437
Rodney@bcisla.com
337-886-6069

To: Mayor Ray Bourque
Broussard City Council

CC: Mr. Oscar Reed, Attorney Att. Law
Tina Emert, City Clerk

DATE: July 29, 2020 and June 23, 2026

Re: Inspection of Property at 506 Ave. B Broussard, La 70518
Property owner: Brian K. Breaux

Pursuant to my appointment as inspector of properties for potential condemnation and demolition, I made a personal inspection of the property stated above on July 29, 2020 and June 23, 2026 after having received a number of complaints from the citizens of the City of Broussard Community. The property is in need of major repair and has been found to be in a dilapidated and dangerous condition, which endangers the public welfare. Based on these observations, I recommend that this property be condemned and demolished.

On July 29, 2020, I recommended this to be structure be renovated, but no progress has been made in the last six years. For this reason, I am recommending this property be condemned.

Sincerely,



Rodney L. Richard, C.B.O.
Building Code Inspection Service L.L.C.

Rodney L. Richard
Certified Building Official
ICC Certificate #5253431-CB
Building Plans Examiner
ICC Certificate #5253431-B3
Louisiana Registered Third Party Inspector

100 Sis Lane Carencro, LA 70520 E-mail: Rodney@bcisla.com
Phone: (337)886-6069 Mobile: (337)288-4835

Date Inspected: July 29, 2020

Owner: Brian K. Breaux

Location of Inspection: 506 Ave B Broussard, La 70518

Type of Inspection: General

BUILDING INFORMATION:

Group- Single family

Type of Construction- VB

Using the 2021 International Property Maintenance Code Book, I find the following conditions exist:

102.3 Application of other codes. Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the International Building Code, International Existing Building Code, International Energy Conservation Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Residential Code, International Plumbing Code and NFPA 70. Nothing in this code shall be construed to cancel, modify or set aside any provision of the International Zoning Code.

102.5 Workmanship. Repairs, maintenance work, alterations or installations which are caused directly or indirectly by the enforcement of this code shall be executed and installed in a workmanlike manner and installed in accordance with the manufacturer's instructions.

UNSAFE STRUCTURES AND EQUIPMENT

108.1 General.

When a structure or equipment is found by the code official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of this code.

108.1.3 Structure unfit for human occupancy. A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

108.1.5 Dangerous structure or premises. For the purpose of this code, any structure or premises that has any or all of the conditions or defects described below shall be considered dangerous:

1. Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.
2. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.
3. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.
4. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

DEMOLITION

110.1 General. The code official shall order the owner or owner's authorized agent of any premises upon which is located any structure, which in the code official's or owner's authorized agent's judgment after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure.

GENERAL REQUIREMENTS

301.2 Responsibility. The owner of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy premises that are not in a sanitary and safe condition and that do not comply with the requirements of this chapter.

EXTERIOR PROPERTY AREAS

302.1 Sanitation. All exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition.

302.5 Rodent harborage. All structures and exterior property shall be kept free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved processes which will not be injurious to human health. After pest elimination, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation.

302.8 Motor vehicles. Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

EXTERIOR STRUCTURES

304.1 General. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

304.1.1 Unsafe conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings:

1. Siding and masonry joints including joints between the building envelope and the perimeter of windows and doors are not maintained, weather resistant or water tight;
2. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects;
3. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects;

304.2 Protective treatment. All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints, as well as those between the building envelope and the perimeter of windows and doors shall be maintained weather resistant and water tight.

304.6 Exterior walls. All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.

304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure.

304.9 Overhang extensions. All overhang extensions shall be maintained in good repair and be properly anchored so as to be kept in a sound condition.

304.13 Window, door frames. Every window, door and frame shall be kept in sound condition, good repair and weather tight.

304.13.2 Openable windows. Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

RUBBISH AND GARBAGE

308.1 Accumulation of rubbish or garbage. All exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish or garbage.

308.2 Disposal of rubbish. Every occupant of a structure shall dispose of all rubbish in a clean and sanitary manner by placing such rubbish in approved containers.

308.2.1 Rubbish storage facilities. The owner of every occupied premises shall supply approved covered containers for rubbish, and the owner of the premises shall be responsible for the removal of rubbish.

308.3 Disposal of garbage. Every occupant of a structure shall dispose of garbage in a clean and sanitary manner by placing such garbage in an approved garbage disposal facility or approved garbage containers.

308.3.1 Garbage facilities. The owner of every dwelling shall supply one of the following: an approved mechanical food waste grinder in each dwelling unit; an approved incinerator unit in the structure available to the occupants in each dwelling unit; or an approved leakproof, covered, outside garbage container.

308.3.2 Containers. The operator of every establishment producing garbage shall provide, and at all times cause to be utilized, approved leakproof containers provided with close-fitting covers for the storage of such materials until removed from the premises for disposal.

ELECTRICAL FACILITIES

604.3 Electrical system hazards. Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

604.3.1.1 Electrical equipment. Electrical distribution equipment, motor circuits, power equipment, transformers, wire, cable, flexible cords, wiring devices, ground fault circuit interrupters, surge protectors, molded case circuit breakers, low-voltage fuses, luminaires, ballasts, motors and electronic control, signaling and communication equipment that have been exposed to water shall be replaced in accordance with the provisions of the International Building Code.

FIRE SAFETY REQUIREMENTS

[F] 702.4 Emergency escape openings. Required emergency escape openings shall be maintained in accordance with the code in effect at the time of construction, and the following. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with the code that was in effect at the time of construction and such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the escape and rescue opening.

ADDITIONAL REQUIREMENTS

Purchase of proper permits from the City of Broussard, La. is required.

If there are any further questions or we can be of further assistance, please contact this office at your earliest convenience.

Sincerely,



Rodney L. Richard, C.B. O.

RESOLUTION NO. 910-26

A RESOLUTION OF THE CITY COUNCIL
ACCEPTING THE LOWEST RESPONSIVE BID ON THE FY 2025-2026 STREET
IMPROVEMENTS PHASE 2 PROJECTS

WHEREAS, the City of Broussard, Louisiana requested bids for construction of the FY 2025-2026 Street Improvements Phase 2 project; and

WHEREAS, the project engineer for the City of Broussard, Louisiana, has recommended that the lowest responsive bid be accepted; and

THEREFORE, BE IT RESOLVED that the lowest responsive bid of Material Resources, Inc., in the amount of Four Hundred Ninety Thousand, Three Hundred Sixty-six dollars and Fifty cents (\$490,366.50) be and is hereby approved for acceptance; and

BE IT FURTHER RESOLVED that the Mayor of the City of Broussard, or his designee is authorized to approve such additions or deletions as he deems appropriate and is further authorized to take further necessary action to proceed with the project, including negotiation and execution of contracts, agreements, and other documents for the completion of said project.

And this Resolution was submitted to a vote on the 11th day of August 2026, and the vote thereon was as follows:

YEAS:

NAYS:

ABSENT:

ABSTENTION:

And this Resolution was declared adopted on the 11th day of August 2026.

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 11th day of August, 2026.

THUS DONE AND SIGNED in Broussard, Louisiana, on this the 11th day of August 2026.

TINA EMERT
City Clerk, City of Broussard



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

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

Email: cec@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., P.L.S.
Trevor Evans P.L.S.
Grayson Simon, E.I.

July 15, 2026

Hon. Ray Bourque, Mayor
City of Broussard
406 East Madison Street
Broussard, Louisiana 70518

Re: City of Broussard
FY 2025-2026 Street Improvements – Phase 2
2025076B

Dear Mayor Bourque:

On July 15, 2026, bids were opened for the above referenced project with One (1) company 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 Material Resources, Inc. with a bid of \$490,366.50

It is our recommendation that the project be awarded to Material Resources, Inc. in accordance with State Bid Law.

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

Sincerely,

Daniel Hutchinson, PE
Comeaux Engineering & Consulting, APC

BID TABULATION					CITY OF BROUSSARD	
FY 2025-2026 STREET IMPROVEMENTS - PHASE 2					PROJECT NUMBER 2025076B	
					Material Resources, Inc 1382 Safe Energy Dr Port Allen, LA 70767 License # 37294	
ITEM NUMBER	DESCRIPTION	QUANTITY	BID UNIT	UNIT PRICE	EXTENSION	
1	Cleaning and Sealing Existing Cracks in Asphalt Pavement	21435 LF	/ LF	\$0.93	\$19,934.55	
2	Single Application Textured Bituminous Surface Treatment (TBS-T)	64517 SY	/ SY	\$3.65	\$235,487.05	
3	Double Application Textured Bituminous Surface Treatment (TBS-T)	29741 SY	/ SY	\$5.00	\$1,487,050.00	
4	Asphalt Rejuvenator Surface Treatment	35662 SY	/ SY	\$1.45	\$51,709.90	
5	Furnish and install thermoplastic pavement markings to match existing (4" double solid yellow line with dual markers @ 6' O.C.)	3500 LF	/ LF	\$4.50	\$15,750.00	
6	Furnish and install thermoplastic pavement markings to match existing (4" solid white line)	5350 LF	/ LF	\$1.50	\$8,025.00	
7	Furnish and install thermoplastic pavement markings to match existing (4" Broken Yellow w/ 2-Way Yellow RPM)	1420 LF	/ LF	\$2.50	\$3,550.00	
8	Furnish and install thermoplastic pavement markings to match existing (4" Solid Yellow w/ 4" Broken Yellow w/ 2-Way Yellow RPM)	630 LF	/ LF	\$3.50	\$2,205.00	
9	Furnish and install thermoplastic pavement markings to match existing (24" solid white line)	100 LF	/ LF	\$20.00	\$2,000.00	
10	Furnish and install thermoplastic pavement markings to match existing (Railroad Xing Symbols)	2 EA	/ EA	\$1,500.00	\$3,000.00	
BID FORM TOTALS					\$490,366.50	

RESOLUTION NO: 911-26

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BROUSSARD,
LOUISIANA TO AMEND THE 2026-2027 OPERATING BUDGET OF REVENUES
AND EXPENDITURES TO PURCHASE POLICE CAMERAS**

WHEREAS, Broussard City Council finds that it is in the best interest and welfare of the citizens of Broussard that the City of Broussard purchase police cameras affiliated with the Opioid Intergovernmental Agreement with Lafayette City-Parish Consolidated Government; and

WHEREAS, the purchase price of the police cameras is Eighty Three Thousand Three Hundred Fifty Two and no/100 (\$83,352.00) Dollars and, in accordance with the Opioid Intergovernmental Agreement, Lafayette City-Parish Consolidated Government will reimburse the City of Broussard Fifty Thousand and no/100 (\$50,000.00) Dollars towards the cost of the police cameras; and

WHEREAS, the City administration has recommended that the City expend funds to purchase said police cameras; and

WHEREAS, Broussard City Council has determined that request should be granted and that the 2026/2027 Operating Budget of Revenues and Expenditures should be amended to provide for same.

THEREFORE, BE IT RESOLVED by the City Council of the City of Broussard, Louisiana that the 2026/2027 Operating Budget of Revenues and Expenditures be amended to increase authorized expenditures by Eighty Three Thousand Three Hundred Fifty Two and no/100 (\$83,352.00) Dollars for the purchase of police cameras affiliated with the Opioid Intergovernmental Agreement with Lafayette City-Parish Consolidated Government; and

BE IT FURTHER RESOLVED by the City Council of the City of Broussard, Louisiana, that the Mayor is authorized to allocate funds for the purchase of police cameras and to execute such documents as he deems appropriate to carry out the foregoing.

And this Resolution was submitted to a vote on the 11th day of August 2026, and the vote thereon was as follows:

YEAS:

NAYS:

ABSENT:

ABSTENTION:

And this Resolution was declared adopted this 11th day of August, 2026.

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 this, the 11th day of August 2026.

TINA EMERT
City Clerk, City of Broussard

**LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT
OPIOID ABATEMENT BUDGET SUMMARY**

Please remove any Detailed Budget Schedules that are blank

AGENCY NAME: City of Broussard

Expenditure Category	Budget Total
01 Salaries	
02 Employee Benefits	
Total Personnel Expenses	
03 Transportation	
04 Supplies and Materials	\$50,000.00
05 Telephone	
06 Utilities	
07 Postage	
08 Travel and Meetings	
09 Rent	
10 Contractual Services	
11 Printing and Binding	
12 Equipment/Maintenance	
13 Insurance	
14 Other Goods and Services	
15 Other Expenses	
GRAND TOTAL	\$50,000.00


Mayor


Chief of Police


LCG Dir. of Comm. Dev.

6-1-26
Date Approved

05-27-2026
Date Approved

6/5/26
Date Approved

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE LAFAYETTE CITY-PARISH CONSOLIDATED
GOVERNMENT AND CITY OF BROUSSARD

THIS INTERGOVERNMENTAL AGREEMENT, (hereinafter referred to as "Agreement,") is made and entered into by and between LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT, (hereinafter referred to as "GRANTOR"), represented herein by Monique B. Boulet, its duly authorized Mayor-President, pursuant to Parish Ordinance No. PO-010-2026, adopted by the Parish Council on the 24th day of February, 2026, and CITY OF BROUSSARD (hereinafter referred to as "RECIPIENT"), domiciled in the Parish of Lafayette, Louisiana, represented herein by Ray Bourque, its duly authorized Mayor, pursuant to Resolution of the RECIPIENT.

WHEREAS, Article VII, Section 14 of the 1974 Louisiana Constitution and La. R.S. 33:1324 authorize a political subdivision, such as GRANTOR, to engage in an Intergovernmental Agreement with external agencies for public purposes; and

WHEREAS, GRANTOR has a legal obligation to expend public funds for certain public purposes and functions which aid in enhancing the economic, social, educational, and cultural welfare of the citizens of the City and Parish of Lafayette; and

WHEREAS, the State of Louisiana (hereinafter sometimes simply referred to as the "State") has entered settlement agreements with various pharmaceutical producers and distributors as part of the National Opioid Settlement (NOS); and

WHEREAS, the State of Louisiana has created the Opioid Abatement Task Force, which is charged with disbursing of NOS funds to participating parishes and tracking the proper use of funds by parish governments; and

WHEREAS, Lafayette Parish is the recipient of NOS funds through the Opioid Abatement Task Force and is charged with expending of NOS funds on allowable opioid abatement activities as defined by the Opioid Abatement Task Force and reporting such use to the State; and

WHEREAS, RECIPIENT has been selected for funding to enter into an Agreement with GRANTOR as appropriated by Ordinance PO-010-2026 and, furthermore, that this Agreement is evidence for the public purposes herein set forth and is authorized by the 1974 Louisiana Constitution;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, GRANTOR and RECIPIENT agree as follows:

I. Grant Allocation

GRANTOR shall provide RECIPIENT with a total amount up to and not to exceed FIFTY THOUSAND DOLLARS (\$50,000) for the NDAA-compliant crime cameras. Said funds shall be received from Opioid Abatement Funding Award and shall be made available to RECIPIENT. This Agreement does not imply ongoing or future funding for this activity.

II. Scope of Service

A. Project Description

RECIPIENT shall purchase the NDAA-compliant crime cameras to aid law enforcement and expand its street surveillance. The cameras will help to deter criminal activity in areas of concern.

B. Levels of Accomplishments

The purchase of the cameras will enable officers to identify and track offenders and monitor areas of concern.

III. Time of Performance

RECIPIENT shall commence activities upon execution of this Agreement and shall be reimbursed only for eligible expenses incurred through April 30, 2027. RECIPIENT shall not be reimbursed for expenses incurred prior to execution of this Agreement by RECIPIENT and GRANTOR.

Requests for amendments to this Agreement must be submitted to GRANTOR, Community Development and Planning Department at least one (1) month prior to the end of the Time of Performance.

IV. Budget

RECIPIENT shall adhere to the Approved Budget Summary (Attachment A) and as approved by the CDP Director. GRANTOR may require a more detailed budget breakdown than the one contained herein.

V. Performance Monitoring

RECIPIENT shall permit GRANTOR, its auditors, and other authorized agencies reasonable access to its books, documents, papers, program files, or other records which are pertinent to this Agreement for inspection purposes during normal business hours upon reasonable notice. RECIPIENT shall be monitored upon completion of the program activity, and may also be monitored prior to completion of the program activity, if deemed necessary by GRANTOR.

GRANTOR shall monitor the performance of RECIPIENT against the goals and performance standards described herein. Substandard performance as determined by GRANTOR will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by RECIPIENT within thirty (30) days of notification of non-compliance, GRANTOR shall begin contract suspension or termination procedures.

The RECIPIENT's performance in this Agreement shall be used in determining future capacity and/or ability for new or additional funding from GRANTOR. Non-compliance and/or substandard performance by RECIPIENT may disqualify future funding eligibility.

VI. Reporting Requirements

RECIPIENT agrees to maintain sufficient records in order to provide the following reports to the CDP Director:

1. Financial and Operating Status Reports shall be submitted on a quarterly basis, not later than ten (10) days after the reporting period. The report should include:
 - i. The amount of funding spent and number of persons served for the quarter
 - ii. An estimate of progress for the entire project
 1. Did the quarter go as expected, or did it over or underperform?
 2. Will the quarter's performance affect the timeline of the project?
2. Performance Reports shall be submitted on an annual basis, not later than ten (10) days after the completion of the program year. Information to be included:
 - i. The actual accomplishments and expenditure of funds as they relate to goals

<u>Report Name</u>	<u>START OF REPORTING PERIOD</u>	<u>END OF REPORTING PERIOD</u>	<u>REPORT DUE DATE</u>
Interim Report	4/30/2026 (Start of Reimbursement Period)	Fifty percent (50%) grant funds expended, or 180 days from the start of the Reimbursement Period; whichever comes first	Ten (10) days after the Reporting Period ends
Final Report		4/30/2027 (End of Reimbursement Period)	5/10/2027 Ten (10) days after Reimbursement Period ends

VII. Payment Procedures

Upon RECIPIENT's written request and evidence of expenditure, the GRANTOR shall disburse funds on a reimbursable letter of credit basis (in order to minimize the time elapsing between the transfer of funds and disbursement of such funds by RECIPIENT). However, disbursement of funds shall be in accordance with the budget as approved by GRANTOR and shall be contingent upon RECIPIENT's compliance with all terms of this Agreement. Requests for reimbursement shall include copies of all contracts, agreements, leases, job descriptions, invoices, receipts, employee pay stubs and timesheets, photographs, and related documentation clearly identifying RECIPIENT as the buyer of such services; and copies of canceled checks, bank statements, and/or credit card statements evidencing payment of eligible expenses by RECIPIENT. GRANTOR shall withhold disbursement of all eligible

obligations if RECIPIENT is delinquent in the submission of any required reports or RECIPIENT has not adequately addressed all monitoring and audit findings. RECIPIENT shall not receive disbursement for obligations incurred prior to execution of this Agreement by RECIPIENT and GRANTOR.

RECIPIENT shall request disbursement of funds within ninety (90) days of incurring obligations. Eligible obligations submitted for disbursement after ninety (90) days of incurring the obligation shall not be disbursed. RECIPIENT shall receive disbursement for eligible obligations incurred by April 30, 2027; however, RECIPIENT shall not receive disbursement for eligible obligations submitted to GRANTOR for disbursement after May 30, 2027. Only original, fully executed requests for disbursement documents will be accepted for processing. RECIPIENT is responsible for ensuring that requests for disbursement are received by the GRANTOR.

VIII. Notices

Communication and details concerning this Agreement shall be directed to the following contract representatives:

Lafayette Consolidated Government

Shane B. Rougeau
CDP Grants Manager
705 West University Avenue
Post Office Box 4017-C
Lafayette, LA 70502
337-291-8435

City of Broussard

Ray Bourque, Mayor
58801 Hwy 90 East
Broussard, LA 70518
337-837-6259

IX. General Conditions

RECIPIENT agrees and obligates itself to use any funds provided by the GRANTOR under the terms of this Agreement solely for the public purposes set forth herein and all in accordance with Article VII, Section 14 of the Louisiana State Constitution of 1974 and/or La. R. S. 33:1236(11) and/or any applicable law. RECIPIENT further agrees that this Agreement may be terminated immediately by the GRANTOR if it is determined that any of the funds provided herein are being used for a purpose other than the public purposes set forth herein.

RECIPIENT agrees that its Board of Directors shall establish and maintain appropriate policies and guidelines pertaining to program activities described under this Agreement. RECIPIENT also agrees to utilize funds provided herein to supplement rather than supplant funds otherwise available.

RECIPIENT shall immediately notify GRANTOR of any of the following: contemplated material change(s) in its organization such as, but not limited to, resignation of management personnel, mergers or consolidations, changes of name or corporate charter, etc.; any voluntary or involuntary proceedings which might result in bankruptcy, reorganization, dissolution, liquidation, the appointment of a trustee or receiver, assignment for the benefit of creditor, or being placed on probation or having activities restricted in any manner whatsoever by any governmental agency; and all cases of embezzlement, fraud, criminal or dishonest acts of any employee, officer or agent, or of the cancellation or non-renewal of fidelity bond coverage.

A. General Compliance

RECIPIENT agrees to comply with all federal and state laws as well as local ordinances and regulations governing funds provided under this Agreement. RECIPIENT is responsible for ensuring its compliance with all of the terms of this Agreement.

B. Hold Harmless

RECIPIENT agrees to indemnify and hold GRANTOR harmless from and against any loss, liability, claim, demand, or suit caused by, due to, or arising out of this Agreement or RECIPIENT's performance under this Agreement or for any act or omission of RECIPIENT or any of its agents, officers or employees. No employee of GRANTOR shall be considered an employee, agent, or officer of RECIPIENT.

C. Contract Amendments

This Agreement may be amended at any time provided that such amendments make specific reference to this Agreement and are executed in writing, signed by duly authorized representatives of both GRANTOR and RECIPIENT. Such amendments shall not invalidate this Agreement, nor relieve or release GRANTOR or RECIPIENT from any obligations under this Agreement.

D. Suspension or Termination

GRANTOR may suspend or terminate this Agreement if RECIPIENT materially fails to comply with any term of this Agreement or with any of the rules, regulations, or provisions referred to herein. Default on the part of RECIPIENT shall occur when RECIPIENT fails or is unable to perform in accordance with provisions stated under this Agreement. If RECIPIENT is declared in default of the terms and conditions stated herein, GRANTOR may declare RECIPIENT ineligible for any further participation in GRANTOR contracts through the Community Development & Planning Department, in addition to other remedies as provided by law. Additionally, GRANTOR shall withhold payment to RECIPIENT under this Agreement if RECIPIENT is declared in default of the terms and conditions of any other contract with GRANTOR.

This Agreement may also be terminated, in whole or in part, for convenience upon mutual agreement between RECIPIENT and GRANTOR to terminate this Agreement.

E. Independent Contractor

The relationship between RECIPIENT and GRANTOR pursuant to the terms of this Agreement shall be that of an independent contractor. It is expressly understood and agreed by the parties hereto that neither RECIPIENT, nor any of its employees, agents and/or representatives, shall be deemed in any way to be an employee of GRANTOR at any time. No employee of GRANTOR shall be considered an employee, agent and/or officer of RECIPIENT.

X. Administrative Requirements

A. Financial Management

RECIPIENT shall keep complete, accurate, and current books, records, and accounts of all financial transactions relating to funds received from GRANTOR pursuant to this Agreement. RECIPIENT agrees to utilize adequate internal controls and maintain the necessary source documentation for all costs incurred.

RECIPIENT shall comply with Article VII, Section 14(C) of the 1974 Constitution of the State of Louisiana and La. R.S. 33:1324, *et seq.*

RECIPIENT shall request drawdowns for payment of eligible expenses on a reimbursable basis at such time as incurred and upon submission of an invoice and proof of payment evidencing the expenditure.

B. Documentation and Record-keeping

1. Records to be maintained

RECIPIENT shall maintain all records pertinent to activities funded under this Agreement required in accordance with La. R.S. 44:36. Such records may include, but are not limited to:

- a. Records concerning RECIPIENT's capacity
- b. A full description of the project
- c. The source and application of all funds used in this project, including source documentation
- d. Documentation of all acquisition, improvements, use, or disposition of real property acquired or improved, as applicable
- e. Financial records as required by La. R.S. 44:36

2. Retention

Notwithstanding anything contained herein to the contrary, RECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years after the conclusion of this agreement. However, if any litigation, claims, or audit is started before the expiration of the three (3) years, all records shall be retained for three (3) years after all litigation, claims, or audit findings involving the records have been resolved and final action taken. Records for non-expendable property acquired with funds provided herein shall be retained for three (3) years after final disposition of such property. RECIPIENT shall request written authorization from GRANTOR prior to the destruction of any records pertinent to expenditures incurred under this Agreement.

3. Disclosure

RECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of GRANTOR's or RECIPIENT's responsibilities with respect to services provided under this Agreement, is prohibited by law unless written consent is obtained from such person receiving the service and, in the case of a minor, that of a responsible parent/guardian.

4. Closeouts

RECIPIENT's obligation to GRANTOR shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including return of all unused materials, equipment, program income balances, and accounts receivable to GRANTOR), and determining the custodianship of records.

5. Audits and Inspections

RECIPIENT shall retain the services of an independent auditor to perform an annual audit of financial statements and programmatic activities in accordance with R.S. 24:513-559, as applicable. A copy of any audit shall be provided to GRANTOR for inspection within fifteen (15) days of submittal to RECIPIENT's Board of Directors.

RECIPIENT acknowledges that it may be subject to audit and the reporting requirements as required by La. R.S. 24:513-514. Accordingly, GRANTOR does hereby notify RECIPIENT that La. R.S. 24:513 requires RECIPIENT to designate an individual who shall be responsible for filing annual financial reports with the Louisiana 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
PO Box 94397
Baton Rouge, LA 70804-9397

If applicable, RECIPIENT does hereby agree to provide the Notice to the Louisiana Legislative Auditor and to provide a copy of such Notice to the Community Development & Planning Department of GRANTOR.

If requested, RECIPIENT shall also provide Internal Revenue Form 990. If requested, RECIPIENT shall also provide financial statements compiled by a Certified Public Accountant in accordance with "Statements on Standards for Accounting and Review Services" issued by the American Institute of Certified Public Accountants.

C. Procurement

RECIPIENT shall procure supplies, materials, and services in accordance with GRANTOR's policies as well as La. R.S. 38:2212.

RECIPIENT financial management systems must provide complete and accurate records that identify the source and use of funds for GRANTOR-financed purchases and activities. Purchase records must include a description of the equipment, the manufacturer's serial number and model number, the purchase price, the purchase date, and the source of funds. RECIPIENT must have written procurement procedures that comply with applicable laws. GRANTOR-financed purchases of \$30,000 or more require three (3) written quotes or bids.

D. Program Income

Program income includes any funds that are directly generated by the investment of funding provided by this Agreement (FUNDING). Program income includes, but is not limited to 1) the proceeds from the disposition by sale or long-term lease of real property acquired, rehabilitated, or constructed with FUNDING; 2) payments of principal and interest on loans made using FUNDING; and 3) proceeds from the sale of loans made with FUNDING.

RECIPIENT shall return to GRANTOR, any proceeds which may be generated from the use of FUNDING, including any program income on hand when the Agreement expires.

RECIPIENT shall provide GRANTOR with yearly reports as to the approved NOS eligible activities for which any proceeds have been used.

E. Equipment

RECIPIENT shall use equipment purchased with GRANTOR funds for the purpose for which it was acquired, and in the project or program for which it was acquired, as long as such equipment is needed. RECIPIENT shall maintain an inventory of equipment purchased with GRANTOR funds. RECIPIENT shall notify GRANTOR in writing when said equipment is no longer used for its original purpose. RECIPIENT shall request in writing permission to sell any equipment purchased with GRANTOR funds under this Agreement. GRANTOR has the right to claim any funds received from the sale as program income. GRANTOR has the right to claim and take possession of such equipment if the equipment is no longer used for its original purpose, RECIPIENT fails to perform in accordance with any term or condition of this Agreement, or this Agreement is terminated under Section IX. D. of this Agreement. No individual, for-profit business, employee, or board member shall profit from the use of equipment purchased with GRANTOR funds.

F. Sale of Property

All property, movable or immovable, purchased with funds under this agreement shall be retained and maintained by RECIPIENT for no less than three (3) years. Thereafter, RECIPIENT shall receive written permission from GRANTOR prior to disposal of property. Property disposal shall be at fair market value. The proceeds from the disposal may be subject to recapture by GRANTOR.

G. Insurance

All property purchased with funds under this agreement shall be insured for full replacement value. Movable property shall be insured with comprehensive, collision, liability, and uninsured motorist coverage minimums as required by State law. Immovable property shall be insured for fire hazard insurance at the full replacement value of the property. RECIPIENT shall purchase flood insurance for all property located in high-risk areas (such as but not limited to: zones AE, AH, AO, and V II).

XI. PERSONNEL & PARTICIPANT CONDITIONS

A. Employment Restrictions

1. Prohibited Activity

RECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

B. Conduct

1. Assignability

RECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of GRANTOR; however, claims for money due or to become due to RECIPIENT from GRANTOR under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to GRANTOR.

2. Subcontracts

a. Approvals

RECIPIENT shall not enter into any contracts or subcontracts with any agency or individual in the performance of this contract without the notification of GRANTOR prior to the execution of such agreement.

b. Monitoring

RECIPIENT shall monitor all contracted or subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

RECIPIENT shall cause all of the provisions of this contract in its entirety to be included in and made a part of any contract or subcontract executed in the performance of this Agreement.

d. Selection Process

RECIPIENT shall undertake to ensure that all contracts and subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all contracts or subcontracts shall be forwarded to GRANTOR along with documentation concerning the selection process.

3. Conflict of Interest

a. RECIPIENT shall maintain a written code of standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by NOS funds.

b. No employee, officer, or agent of RECIPIENT shall participate in the selection, or in the award, or administration of a contract supported by NOS funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to NOS activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the NOS activity, or with respect to the proceeds from the NOS activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of two (2) years thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of GRANTOR, RECIPIENT, or any designated public agency.

4. Copyright

If this contract results in any copyrightable material or inventions, GRANTOR and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work or materials for governmental purposes.

XII. Other Provisions

A. Severability Clause

The provisions of this Agreement are severable if, for any reason, a clause, sentence, paragraph, or other part of this Agreement shall be determined to be invalid by any court, federal or state agency, board, or commission having jurisdiction over the subject matter thereof. Such invalidity shall not affect other provisions which can be given effect without the invalid provision.

B. 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 GRANTOR to fulfill the requirements of the Agreement. If the GRANTOR, after a diligent and good faith effort, fails to appropriate sufficient monies to

provide for payment 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.

C. Budgeted Funds

Notwithstanding anything to the contrary in the Agreement, the parties agree that the maximum amount payable by the GRANTOR under the Agreement shall be that which is the amount budgeted by the GRANTOR 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 GRANTOR shall not be liable for the amount of such increase until and unless said budget is amended as provided for by Lafayette City-Parish's Home Rule Charter to allow for such an increased amount.

D. 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.

E. Venue

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

F. Counterparts

This Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same agreement.

~~-----This section was left intentionally blank-----~~

THUS, DONE AND SIGNED in the Parish of Lafayette, Louisiana, this 19 day of
June, 2026.

Witnesses:

**Lafayette City-Parish
Consolidated Government**

Ellen Buter

Signature

Ellen Butler

Printed Name

Monique B. Boulet

ABA283230F098F2E795E1D0A5F4EDFA0 CONTRACT WORKS

Monique B. Boulet,
Lafayette Mayor-President

Lexie Girouard

Signature

Lexie Girouard

Printed Name

06/19/2026

Date

Witnesses:

City of Broussard

Kelli Migués

Signature

Kelli Migués

Printed Name

Ray Bourque

Ray Bourque,
Mayor

6/11/26

Date

Anthony Ashy

Signature

Anthony Ashy

Printed Name

Vance Olivier

Vance Olivier,
Chief of Police

5/27/2026

Date

RESOLUTION NO 912-26

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BROUSSARD,
LOUISIANA, DECLARING THE CONTRACT FOR
NORTH SAINT JEAN STREET BRIDGE REPLACEMENT PROJECT
TO BE SUBSTANTIALLY COMPLETE**

WHEREAS, the City of Broussard, Louisiana awarded a contract to Durable Piling Restoration, LLC for the North Saint Jean Street Bridge Replacement Project; and

WHEREAS the project engineer for said project has recommended that the contract be declared substantially complete as of July 28, 2026.

THEREFORE, BE IT RESOLVED by the City Council of the City of Broussard, Louisiana that the contract for North Saint Jean Street Bridge Replacement Project be and is hereby declared to be substantially complete, subject to completion of punch list items, and the Certificate of Substantial Completion issued by the project engineer be and is hereby approved.

And this Resolution was submitted to a vote on the 11th day of August 2026, and the vote thereon was as follows:

YEAS:

NAYS:

ABSENT:

ABSTENTION:

And this Resolution was declared adopted on the 11th day of August 2026.

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 11th day of August 2026.

THUS, DONE AND SIGNED on this the 11th day of August 2026.

TINA EMERT
City Clerk, City of Broussard

CERTIFICATE OF SUBSTANTIAL COMPLETION

DATE OF ISSUANCE _____

OWNER City of Broussard

CONTRACTOR: Durable Piling Restoration, LLC.

Contract: Bridge Replacement North St. Jean Street for the City of Broussard

Project: Bridge Replacement North Saint Jean St

OWNER's Contract No. N/A

ENGINEER's Project No. 2024058

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

To City of Broussard

OWNER

And To Durable Piling Restoration, LLC.

CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

July 28, 2026

DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within 30 days of the above date of Substantial Completion.

EJCDC No. 1910-8-D (1996 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

OWNER: _____

CONTRACTOR: _____

The following documents are attached to and made a part of this Certificate:

One (1) Report of Final Inspection Dated 7-28-2026

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on _____
Date

Comeaux Engineering & Consulting, APC
ENGINEER

By: _____
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on _____
Date

Durable Piling Restoration, LLC.
CONTRACTOR

By: _____
(Authorized Signature)

OWNER accepts this Certificate of Substantial Completion on _____
Date

City of Broussard
OWNER

By: _____
(Authorized Signature)

RESOLUTION NO. 913-26

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A COOPERATIVE
ENDEAVOR AGREEMENT FOR THE MODIFICATION OF STATE HIGHWAY
PA030030 BETWEEN THE STATE OF LOUISIANA THROUGH THE
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT AND
THE CITY OF BROUSSARD**

The City Council of the City of Broussard, Louisiana, meeting in regular session on the 11th day of August 2026, and after due deliberation and discussion, and finding that it would be in the best interest of the City of Broussard, Louisiana, and its citizens, adopted the following Resolution:

WHEREAS, the City of Broussard entered into a Cooperative Endeavor Agreement between the State of Louisiana, Department of Transportation and Development and the City of Broussard; and

WHEREAS, the City Council finds that it is in the best interest of the citizens of Broussard to adopt and confirm all provisions of the Cooperative Endeavor Agreement between the State of Louisiana, Department of Transportation and Development and the City of Broussard effective upon signing.

BE IT RESOLVED that Ray Bourque, Mayor of the City of Broussard, be and he is hereby authorized and directed to approve and execute the Cooperative Endeavor Agreement between the State of Louisiana, Department of Transportation and Development and the City of Broussard, a copy of which is attached and made a part hereof;

And this Resolution was submitted to a vote on the 11th day of August 2026, and the vote thereon was as follows:

YEAS

NAYS

ABSENT

ABSTENTION:

And this Resolution was declared adopted this, the 11th day of August 2026.

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 11th day of August 2026.

THUS DONE AND SIGNED in Broussard, Louisiana on this 11th day of August 2026.

TINA EMERT
City Clerk, City of Broussard

**COOPERATIVE ENDEAVOR AGREEMENT
FOR THE MODIFICATION OF STATE HIGHWAY PA030030
between the
STATE OF LOUISIANA
through the
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
and
City of Broussard**

THIS AGREEMENT, for the public purpose(s) stated herein, is made and entered on this _____ day of _____, _____ by and between the State of Louisiana, Department of Transportation and Development ("DOTD") and City of Broussard ("the Developer").

WITNESS:

WHEREAS, Article VII, Section 14(C) of the Louisiana Constitution provides that "for a public purpose, the State and its political subdivisions or political corporations 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";

WHEREAS, Louisiana State Route Highway LA 89-1 is part of the Louisiana State Highway System, which is under the authority and control of the DOTD;

WHEREAS, the DOTD owns Louisiana State Route Highway LA 89-1, located in Lafayette Parish, Louisiana;

WHEREAS, the Developer desires to finance and construct the Project described in Section 1.4 of this Agreement and agrees to construct the Project in accordance with the Plans and Specifications for the Project, which in their entirety are made a part of this Agreement;

WHEREAS, the DOTD desires to cooperate with the Developer by allowing the Developer to construct the Project in accordance with the terms and conditions provided in this Agreement;

WHEREAS, upon completion of the Project, the Developer shall donate ownership of the Project and all necessary right-of-way to the DOTD;

WHEREAS, the DOTD and the Developer have determined that the Project serves a public purpose because the DOTD's allowing the Developer to complete the Project will result in improved safety/improved efficiency/improved safety and efficiency to Louisiana State Route Highway LA 89-1 and/or mitigate traffic issues and/or the effects the Developer's improvements or whatever will have upon the DOTD's roads, all at no cost to the DOTD; and

WHEREAS, the DOTD and the Developer hereby acknowledge that there is a reasonable expectation that the Project will result in economic benefit to the State and the DOTD that will exceed the value of the DOTD's obligations as set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereby agree to the following:

ARTICLE I SCOPE

1.1 The recitals set forth above are incorporated herein and expressly made a part of this Agreement.

1.2 For purposes of identification and record keeping, project agreement number PA030030 has been assigned to the Project. All correspondence, other documents pertaining to the Project, and costs associated with the Project, shall be identified by this assigned project number.

1.3 The Project shall be developed and constructed in accordance with the "Plans and Specifications."

1.4 The Developer agrees to Widening of LA 89 from Ambassador Caffery Pkwy to W. Pinhook Road , Broussard, LA on LA 89-1 in Lafayette Parish, Louisiana, to include the acquisition of all required right-of-way and utility relocation (the "Project").

ARTICLE II DUTIES AND RESPONSIBILITIES OF THE PARTIES

2.1 The Developer shall be solely responsible for performing all aspects and paying all costs of, and associated with, the Project including, but not limited to, design, right-of-way acquisition, utility relocation, engineering, and construction. The Developer shall be responsible for any costs attributable to the errors or omissions of its consultants or subconsultants.

2.2 The development of the Plans and Specifications for the Project and all work on the Project shall be performed in accordance with DOTD requirements and specifications, including but not limited to, the current edition of "*Louisiana Standard Specifications for Roads and Bridges*," as amended, and the Developer shall provide construction administration and inspection services during construction in accordance with normal DOTD procedures.

2.3 All Plans and Specifications for the Project shall be subject to the DOTD's written approval. Any and all subsequent changes or modifications to the original Plans and Specifications, if any, must be approved by DOTD in writing prior to being incorporated into the Plans and Specifications.

2.4 Prior to beginning construction on the Project, the Developer shall:

2.4.1 Provide documentation acceptable to the DOTD to evidence that all portions of the Project constructed on a state route comply with DOTD policies and procedures and meet or exceed DOTD guidelines, requirements, and specifications.

2.4.2 Provide documentation acceptable to the DOTD to evidence that all environmental aspects associated with the Project comply with all applicable state and federal laws, rules, and regulations.

2.4.3 Furnish to the DOTD a valid resolution adopted by the Developer acting as the governing authority for the Developer approving the donation of the completed Project improvements and right-of-way to the DOTD, as an addition to the State's highway system. A valid resolution authorizing the Developer's execution of this Agreement shall be deemed sufficient to comply with this requirement.

2.4.4 Execute a Certification for Modifications of State Highways.

2.4.5 Send a request for authorization to begin work to the District Construction Coordinator and receive said authorization from DOTD in writing.

2.5 Upon completion of the Project, the Developer shall provide, within 60 days of the final inspection date, a copy of the final estimate package, including the as-built plans, audit of testing and material, and field records, to the District Construction Coordinator for approval. Once the final estimate package is received the final acceptance will be issued within 60 days.

2.6 Upon completion of the Project and final acceptance by the DOTD, the Developer shall donate to the DOTD any and all portions of the Project comprising or affecting the state highway, including any and all drainage improvements and all required right-of-way associated with the Project, and the DOTD shall accept the donation of the Project. The Developer shall execute any documents deemed necessary by the DOTD to effect said donation to the DOTD.

ARTICLE III ENGINEERING

3.1 The Developer shall engage a qualified consultant for the performance of all engineering services, which services shall include, but are not limited to, the pre-construction engineering services necessary for the preparation of completed plans, specifications, and cost estimates for the Project. The Developer shall be responsible for all fees and costs associated with the performance of these services.

3.2 The Developer acknowledges and confirms the following:

3.2.1 The DOTD has not participated in and will not participate in the drafting or other preparation of the Plans and Specifications;

3.2.2 The DOTD is not otherwise the author of the Plans and Specifications;

3.2.3 The Developer undertakes sole responsibility for the sufficiency, constructability, validity, and accuracy of the Plans and Specifications; and

3.2.4 The Developer shall hold the DOTD harmless for any liability resulting from any defect or insufficiency in the Plans and Specifications.

ARTICLE IV PROPERTY ACQUISITION, RIGHT-OF-WAY, UTILITY RELOCATION

4.1 The Developer shall acquire all property and right-of-way required for the Project.

4.2 The Developer shall be responsible for any utility relocations that are necessary for the completion of the Project.

4.3 All real property acquisitions shall be made in accordance with all applicable state and federal laws, the DOTD Right of Way Operations Manual, the Code of Federal Regulations (particularly 23 CFR Part 710 entitled "Right-of-way and Real Estate" and 49 CFR Part 24 entitled "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs"), as amended, and any other applicable laws or regulations and/or instructions given by the DOTD.

4.4 Property acquisitions, appraisals, appraisal reviews, and other specialty valuation reports must be reviewed and certified by the DOTD Right of Way Section.

4.5 Utility relocations must be reviewed and certified by the District Utility Specialist in the District where the Project is located.

4.6 The Developer shall ensure that the design surveys, right-of-way surveys, and preparation of right-of-way maps comply with all of the requirements specified in the current edition of the DOTD "Location & Survey Manual."

ARTICLE V CONSTRUCTION ADMINISTRATION AND INSPECTION

5.1 The Developer shall provide contract administration and construction engineering and inspection during the construction of the Project. All inspectors assigned to the Project, at a minimum, must possess the same certifications and fulfill the same requirements that the DOTD requires of its own construction inspectors. Construction engineering inspectors shall operate independently of the construction contractors and subcontractors for the Project.

5.2 The Developer shall not select or approve any consultant, subconsultant, contractor, or subcontractor that is on the DOTD's Disqualified List or that has been debarred from consideration for DOTD contracts pursuant to La. R.S. 48:295.1, *et seq.*

5.3 The Developer shall be responsible for any contract costs attributable to the errors and omissions of its consultants or subconsultants.

5.4 The DOTD shall assign an engineer from its District office to serve as a Construction Coordinator for the DOTD during the construction of the Project. The Construction Coordinator shall make adequate site visits/trips to the construction site and shall advise the Developer's Project Engineer of any discrepancies noted. The Developer's Project Engineer shall ensure that any such discrepancies are promptly corrected. The Construction Coordinator shall review and may approve change orders and honor requests for information to ensure that the work is performed in a manner acceptable to the DOTD.

5.5 Except where both the DOTD and the Developer have mutually agreed to a deviation in writing, the following specific requirements shall apply:

5.5.1 When the current edition of "*Louisiana Standard Specifications for Roads and Bridges*" requires approval by the Project Engineer or the DOTD for equipment and/or construction procedures, such approval shall be obtained from the Developer's Project Engineer. All DOTD policies and procedures for obtaining approval shall apply.

5.5.2 All construction inspection personnel utilized by the Developer on the Project shall meet the same qualifications required of the DOTD construction inspection personnel. Where certification in a specific area is required, personnel shall meet the DOTD's certification requirements.

5.5.3 All contract administration procedures shall comply with the DOTD guidelines and policies established by the DOTD Construction Contract Administration Manual (latest edition), the DOTD Engineering Directive and Standard Manual (EDSM), and any applicable memoranda. The DOTD shall make these documents available to the Developer.

5.5.4 All materials to be tested shall be sampled in accordance with the DOTD's Sampling Manual.

5.5.5 The Developer shall use a private laboratory for material testing and shall be responsible for all costs associated with the material testing.

5.5.6 All private laboratory personnel utilized by the Developer shall meet or exceed the qualifications required of the DOTD's laboratory personnel. Where certification in a specific area is required, such personnel shall meet or exceed the certification requirements of the DOTD.

5.5.7 The Developer shall require all of its consultants and subconsultants to comply with all parts and subparts of Section 5.5 of this Agreement while performing duties as Project Engineer for the Project.

5.6 In the event that the construction of the Project experiences any delay, and/or unwarranted interruption in the construction of the Project that is attributable to the acts or omissions of Developer or unreasonable disruption of traffic on LA 89-1 at the project area for a period of thirty (30) consecutive days or greater and such interruption or disruption is not attributable to (a) Weather Conditions (as defined below), (b) Acts of God (as defined below), (c) governmental laws, orders, or regulations, (d) actions of governmental authorities, (e) widespread riots of the local population, or (f) insurrection or war, which is not due to the fault or negligence of the Developer, then the State of Louisiana or the DOTD may: (1) provide written notice to the Developer that it must resolve the conditions that created the interruption or disruption to traffic on LA 89-1 at the project area, as applicable, within thirty (30) days of the Developer's receipt of said notice, and (2) if the interruption or disruption of traffic on LA 89-1 at the project area, as applicable, is not resolved within thirty (30) days of the Developer's receipt of the notice, the DOTD may enter the site of the property and, at the Developer's cost, restore or reconstruct LA 89-1 at the project area, as applicable, to the road design specifications and condition it was in immediately prior to the commencement of construction of the Project. Within thirty (30) days of receipt from the State of Louisiana and/or the DOTD of a detailed invoice or record of the final payment amount to an independent contractor used to restore or reconstruct LA 89-1 at the project area, as applicable, the Developer shall reimburse the State of Louisiana and/or the DOTD for the actual expenses including, but not limited to, all administrative and legal expenses, including reasonable attorney's fees, incurred in the restoration or reconstruction of LA 89-1 at the project area, as applicable.

5.7 All lane closures shall be submitted to and approved by the DOTD District Office. The Developer shall provide notice a minimum of seven (7) calendar days in advance.

5.8 In the event that the Developer discontinues construction of the Project for a period of thirty (30) consecutive days, such discontinuation shall be deemed an unwarranted interruption or disruption to traffic on LA 89-1 at the project area, as applicable.

ARTICLE VI TERM AND TERMINATION

6.1 This Agreement shall commence on the date written above. The terms and conditions of this Agreement shall be binding upon the Parties and shall remain in effect until all work on the Project has been completed and accepted and all obligations and conditions contained herein have been satisfied. However, this Agreement may be terminated under any or all of the following conditions:

6.1.1 By mutual consent which has been reduced to writing and executed by the Parties; or

6.1.2 By the Developer, should it desire to cancel the Project. The Developer shall restore LA 89-1 within the project limits to the condition it was in prior to entering into this Agreement; or

6.1.3 By either party for cause based upon the failure of the other party to comply with the terms and conditions of the Agreement. The party wishing to terminate the Agreement shall give the other party written notice specifying the other party's failure. If, within thirty (30) days after receipt of such notice, the other party has not either corrected the failure or proceeded diligently to complete the correction, the party wishing to terminate the Agreement may, at its option, place the other party in default, and the Agreement shall terminate on the date specified in the notice of default, provided the date is not sooner than thirty (30) days after delivery of the notice. Upon termination by either party pursuant to this provision, the Developer shall restore LA 89-1 within the project limits to the condition it was in prior to entering into this Agreement.

6.1.4 By the DOTD due to failure of the Developer to progress the Project forward or follow the applicable laws, rules, regulations, or guidelines. The DOTD will provide the Developer with written notice specifying the failure. If, within sixty (60) days after receipt of such notice the Developer has not either corrected the failure, or, in the event it cannot be corrected within sixty (60) days, begun in good faith to correct the failure and thereafter proceeded diligently to complete the correction, then the DOTD shall terminate the Agreement on the date specified in such notice.

ARTICLE VII INDEMNIFICATION

7.1 The Developer agrees it shall indemnify and save harmless the DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of, resulting from, or by reason of any act or omission of the Developer, its agents, servants, independent contractors, employees, contractors, or consultants, while engaged in, about, or in connection with the services required or performed by the Developer pursuant to this Agreement. The Developer agrees it shall indemnify and save harmless the DOTD from and against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of, resulting from, or by reason of any act or omission of the Developer, its agents, servants, independent contractors, employees, contractors, subcontractors, consultants, or subconsultants for any defects or deficiencies in the Project. Such indemnification shall include reasonable attorney's fees and court costs. The Developer shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

7.2 Nothing herein is intended, nor shall be deemed, to create a third-party beneficiary to or for any obligation by either party hereto or to authorize any third person to have any action against either party arising out of this Agreement.

ARTICLE VIII FINAL INSPECTION AND TRANSFER

8.1 Upon completion of the Project, the DOTD shall take reasonable measures, within thirty (30) calendar days of receiving written notice of completion from the Developer, to inspect the Project for compliance with the Plans and Specifications. If the DOTD determines that any portion of the Project does not comply with the Plans and Specifications and/or with all other applicable DOTD standards, specifications, and requirements, the DOTD shall provide the Developer with a list of the deficiencies, and at such time, the Developer shall correct the deficiencies at its own cost. The DOTD shall re-inspect the Project within fifteen (15) calendar days, or other time period as may be mutually agreed between the Parties, of receiving notice from the Developer that the deficiencies have been corrected. If the Project is in compliance with the Plans and Specifications and all other applicable DOTD standards, specifications, and requirements, then the DOTD's Chief Engineer shall issue a final acceptance of the Project in the standard form provided by the DOTD in connection with the construction of a roadway. If the Developer fails to correct the deficiencies identified by the DOTD within ninety (90) calendar days after the receipt of the notice of deficiencies, the DOTD may correct the deficiencies, either directly or through a contractor, at the Developer's sole cost.

8.2 Upon completion and final acceptance of the Project, a copy of which shall be furnished by the DOTD to the Developer, the DOTD shall assume the maintenance of the Project at its own expense. Notwithstanding the foregoing, for a period of time compliant with section 104.05 of the DOTD Standard Specifications for Roads and Bridges following final acceptance, the Developer shall assume the maintenance and repair of the Project for all defects in materials and workmanship, normal wear and tear excluded. The DOTD shall record the final acceptance in the conveyance records maintained by the clerk of court in the parish where the Project is located.

8.3 Upon completion and Final Acceptance of the Project, the Developer shall donate any and all of its rights to all property acquired by the Developer in connection with the Project, including all improvements thereto, to the DOTD and the DOTD shall accept the same. The donation shall be documented in recordable form, including maps, identifying the required right-of-way associated with the Project, and such responsive document(s) shall be recorded in the Conveyance Records of the Parish of Lafayette, State of Louisiana. The DOTD shall prepare all documents related to and necessary for the effectuation of the donation of the Project. The Developer shall execute any documents deemed necessary by the DOTD to effect and record the donation in the public records contemplated herein.

ARTICLE IX RECORD RETENTION AND AUDITS

9.1 It is hereby agreed that upon request and as required by law, the Legislative Auditor of the State of Louisiana, the Office of the Governor, Division of Administration's auditors and/or the DOTD's auditors, shall have the option to inspect and audit such data, records, and accounts of the Developer that relate to this Agreement.

9.2 The Developer shall maintain all books and records, reports, and documentation pertaining to this Agreement for a period of five (5) years after the date of final acceptance of the Project by the DOTD. These records shall be made available in connection with an audit as previously described in Section 9.1. Nothing in this Agreement shall be construed as a waiver by the Developer or the DOTD of any privilege or defense to the production of or admissibility in any judicial proceeding of any document, statement, records, or communication unless such waiver is stated in express and unequivocal terms.

9.3 At all times, the DOTD shall have access to all documents necessary to construct the Project or inspect the construction of the Project. The DOTD shall have access to invoices or other documents regarding prices paid for services and/or materials related to the Project.

ARTICLE X SEVERABILITY

10.1 If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the supplementation of such term, covenant, condition, or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE XI ASSIGNMENT

11.1 The Developer shall not assign any interest in this Agreement and shall not transfer any interest in it (whether by assignment or novation), without the prior written consent of the DOTD.

ARTICLE XII MODIFICATIONS AND AMENDMENTS

12.1 The Parties may modify, amend, or supplement this Agreement at any time upon their mutual consent, in accordance with applicable law. However, any modification, amendment,

alteration, variation, supplement, or waiver of any provision of this Agreement shall be valid only when it has been reduced to writing and executed by the Parties.

ARTICLE XIII RELATIONSHIP BETWEEN THE PARTIES

13.1 The DOTD and the Developer are engaged with one another solely for the public purposes set forth in this Agreement. The DOTD shall not be deemed in any way or for any purpose to have become, by the execution of this Agreement or any action taken under this Agreement, a partner, agent, or employee of the Developer, in the Developer's business or otherwise, or a member of any joint enterprise with the Developer.

ARTICLE XIV CONTROLLING LAW, LEGAL COMPLIANCE, AND VENUE

14.1 The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.

14.2 The DOTD and the Developer shall comply with all applicable federal, state, and local laws and regulations, specifically including, but not limited to, the Louisiana Code of Governmental Ethics (La. R.S. 42:1101, *et seq.*).

14.3 The exclusive venue for any suit arising out of this Agreement shall be in the 15th Judicial District Court for the Parish of Lafayette, State of Louisiana.

ARTICLE XV CIVIL RIGHTS COMPLIANCE

15.1 The Parties agree to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; Federal Executive Order Number 11246, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; the Americans with Disabilities Act of 1990, as amended; and Title II of the Genetic Information Nondiscrimination Act of 2008.

15.2 The Parties agree not to discriminate in their employment practices and shall render services under this Agreement without regard to race, color, age, religion, sex, national origin, veteran status, genetic information, political affiliation, or disability.

15.3 Any act of discrimination committed by either party or failure to comply with these statutory requirements shall be grounds for termination of this Agreement.

ARTICLE XVI NOTICES

16.1 All notices and other communications pertaining to this Agreement shall be made to the following Party representatives:

Mayor Ray Bourque
City of Broussard
406 E. Madison St., Bldg. A
Broussard, LA 70518
337-837-6681 (Phone)

Lea Smith
Louisiana Department of Transportation and Development
228 Rue des Voyages
Lafayette, LA 70508
337-262-6104 (Phone)
337-262-6260 (Facsimile)

ARTICLE XVII DEFINITIONS

The following words, when used in this Agreement, shall have the following meanings, unless the context in which they appear clearly reflects otherwise:

17.1 "Act of God" means a cataclysmic phenomenon of nature such as earthquake, tidal wave, tornado, hurricane (but not a hurricane that is classified as a Category 1 or 2 hurricane on the Saffir-Simpson Scale), flood (but not a twenty-five (25) year or less flood), or any catastrophe that generates a disaster declaration for the specific parish that includes the site of the Project.

17.2 "Agreement" means this document, which is a cooperative endeavor agreement/contract that wholly and accurately reflects the Parties' meeting of the minds.

17.3 "Contractor" means consultants selected pursuant to R.S. 48:285, *et seq.* Contractor shall also include bidders or contractors on projects let pursuant to R.S. 48:251, *et seq.* Contractor shall also include participation as a joint venturer or subcontractor.

17.4 "Debarred" means any person, whether natural or juridical, any unincorporated entity, partnership, or joint venture, that has been disqualified to receive invitations for bids or requests for proposals or the award of any contract by the DOTD. This shall be applicable to the selection of consultants and contractors by the Developer.

17.5 "Developer" means the party to this Agreement that is not the State of Louisiana, Department of Transportation and Development, as described in this Agreement. "Developer," to the extent consistent with the laws of the State of Louisiana and the United States, shall include that Party's agents, servants, independent contractors, or employees, as well as its subcontractors, consultants, subconsultants, joint ventures, partnerships, or other persons or entities hired or contracted by the Developer.

17.6 "Parties" means the State of Louisiana, Department of Transportation and Development and the Developer as listed and/or described in this Agreement.

17.7 "Plans and Specifications" means the final stamped design plans and specifications for the Project which have been prepared or procured by the Developer and approved by the DOTD. Plans and Specifications shall include, but not be limited to, requirements contained in the current edition of the "*Louisiana Standard Specifications for Roads and Bridges*," as amended.

17.8 "Project" means the design and construction endeavor that is the object of this Agreement.

17.9 "Weather conditions" means weather or weather-related circumstances that do not permit the Developer from proceeding with construction of the Project. Weather conditions shall not be used to excuse the Developer when weather or other conditions not under control of the Developer will permit construction operations to proceed for at least five (5) continuous hours of the day or sixty-five percent (65%) of a normal work day, whichever is greater, on such work as may be scheduled for that day.

(Remainder of this page left intentionally blank.)

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the day and year written above.

City of Broussard

BY: _____
Ray Bourque
Mayor

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

BY: _____
Secretary

RECOMMENDED FOR APPROVAL

BY: _____
Division Head

RESOLUTION NO 914-26

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BROUSSARD,
LOUISIANA, DECLARING THE CONTRACT FOR RIGHT TURN LANE ADDITION
TO WEST PINHOOK RD ONTO SOUTH BERNARD RD PROJECT
TO BE SUBSTANTIALLY COMPLETE**

WHEREAS, the City of Broussard, Louisiana awarded a contract to Glenn Lege Construction, LLC for the Right Turn Lane Addition to West Pinhook Road onto South Bernard Road Project; and

WHEREAS the project engineer for said project has recommended that the contract be declared substantially complete as of August 5, 2026.

THEREFORE, BE IT RESOLVED by the City Council of the City of Broussard, Louisiana that the contract for the Right Turn Lane Addition to West Pinhook Road onto South Bernard Road Project be and is hereby declared to be substantially complete, subject to completion of punch list items, and the Certificate of Substantial Completion issued by the project engineer be and is hereby approved.

And this Resolution was submitted to a vote on the 11th day of August 2026, and the vote thereon was as follows:

YEAS:

NAYS:

ABSENT:

ABSTENTION:

And this Resolution was declared adopted on the 11th day of August 2026.

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 11th day of August 2026.

THUS, DONE AND SIGNED on this the 11th day of August 2026.

TINA EMERT
City Clerk, City of Broussard

CERTIFICATE OF SUBSTANTIAL COMPLETION

DATE OF ISSUANCE _____

OWNER City of Broussard

CONTRACTOR Glenn Lege Construction, LLC.

Contract: Right Turn Lane Addition to West Pinhook Road onto South Bernard Road for the City of Broussard

Project: Right Turn Lane Addition to West Pinhook Road onto South Bernard Road

OWNER's Contract No. N/A

ENGINEER's Project No. 2025048

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

To City of Broussard

OWNER

And To Glenn Lege Construction, LLC.

CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

August 5, 2025

DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within 30 days of the above date of Substantial Completion.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

OWNER: _____

CONTRACTOR: _____

The following documents are attached to and made a part of this Certificate:

One (1) Report of Final Inspection Dated 8-5-2026

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on _____
Date

Comeaux Engineering & Consulting, APC
ENGINEER

By: _____
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on _____
Date

Glenn Lege Construction, LLC.
CONTRACTOR

By: _____
(Authorized Signature)

OWNER accepts this Certificate of Substantial Completion on _____
Date

City of Broussard
OWNER

By: _____
(Authorized Signature)



COMEAX
ENGINEERING & CONSULTING

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

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

Email: cec@comeauxengineering.com

Walter S. Comeaux, III, P.E., P.L.S.
Mallory Comeaux Hutchinson, P.E.
Daniel Hutchinson, P.E.
Walter S. Comeaux, IV, P.E.
Trevor Evans, P.L.S.

REPORT OF (PARTIAL) FINAL INSPECTION

DATE: August 5, 2026

TIME: 8:30 AM

PROJECT NAME: RIGHT TURN LANE ADDITION TO WEST PINHOOK ROAD ONTO SOUTH BERNARD ROAD

PROJECT NUMBER: 2025048

ATTENDEES:

NAME	AFFILIATION
Daniel Hutchinson	Comeaux Engineering & Consulting, APC
Grayson Simon	Comeaux Engineering & Consulting, APC
Chene Resweber	City of Broussard
Cale Neville	Glenn Lege Construction, LLC.
Dru Dupont	Comeaux Engineering & Consulting, APC

PUNCH LIST ITEMS:

1. Remove and/ or utilize R.A.P. Pile
2. Final dress-up of site.
3. Grade swale along curbing.
4. Final grading up to edge of asphalt and concrete.

Report by: Daniel Hutchinson

The following ordinance was offered for final adoption by _____ and seconded by _____:

ORDINANCE NO. 26-847

An ordinance authorizing the issuance by the City of Broussard, State of Louisiana, of its Taxable Public Improvement Sales Tax Revenue Bonds (DEQ), Series 2026, in an amount not to exceed Four Million Nine Hundred Sixty-Three Thousand Dollars (\$4,963,000); and providing for other matters in connection therewith.

WHEREAS, the City of Broussard, State of Louisiana (the "**City**"), is now levying and collecting a special one percent (1%) sales and use tax (the "**Tax**") pursuant to elections held within the City on November 16, 1991, and May 2, 1998 (collectively, the "**Elections**"); and

WHEREAS, in accordance with the provisions of the propositions presented at the Elections, the net avails or proceeds of the Tax (after provision has been made for the payment therefrom of all reasonable and necessary costs and expenses of collection and administration of the Tax) (the "**Net Revenues of the Tax**") shall be available for appropriation and expenditure by the City for the purposes designated in the propositions, which includes the payment of bonds authorized to be issued in accordance with Louisiana law; and

WHEREAS, the City now desires to issue its Taxable Public Improvement Sales Tax Revenue Bonds (DEQ), Series 2026 (the "**Bonds**"), to be payable solely from and secured by an irrevocable pledge and dedication of the Net Revenues of the Tax, all in accordance with Part II of Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority (collectively, the "**Act**"), for the purposes of (i) constructing and improving sewers and sewerage disposal works of the City, including equipment and fixtures therefor (the "**Project**"), and (ii) paying the costs of issuance of the Bonds; and

WHEREAS, the City has no outstanding bonds or other obligations of any kind or nature payable from or enjoying a lien on the Net Revenues of the Tax, EXCEPT its: (i) Sales Tax Revenue Bonds, Series 2012, (ii) Public Improvement Sales Tax Revenue Refunding Bonds, Series 2015, (iii) Public Improvement Sales Tax Revenue Refunding Bonds, Series 2016, and (iv) Public Improvement Sales Tax Revenue Bonds, Series 2024 (collectively, the "**Outstanding Parity Bonds**"); and

WHEREAS, under the terms and conditions of the ordinances authorizing the issuance of the Outstanding Parity Bonds (the "**Parity Bond Ordinances**"), the City has authority to issue additional bonds payable from the Net Revenues of the Tax on a complete parity with the Outstanding Parity Bonds under the terms and conditions provided therein; and

WHEREAS, the City has determined that all the terms and conditions specified in the Parity Bond Ordinances have been or will be complied with prior to the delivery of the Bonds, and it is the express desire and intention of the City that the Bonds be issued on a complete parity with the Outstanding Parity Bonds; and

WHEREAS, the United States of America, pursuant to the Clean Water Act of 1972, as amended by the Water Quality Act of 1987, specifically Subchapter VI, Chapter 26 of Title 33 of the United States Code (the "**Federal Act**"), is authorized to make capitalization grants to states to be used for the purpose of establishing a water pollution control revolving fund for providing assistance (i) for construction of treatment works (as defined in Section 1292 of the Federal Act) which are publicly owned, (ii) for implementing a management program under Section 1329 of the Federal Act and (iii) for developing and implementing a conservation and management plan under Section 1330 of the Federal Act; and

WHEREAS, the State of Louisiana (the "**State**"), pursuant to Subtitle II, Chapter 14 of Title 30 of the Louisiana Revised Statutes of 1950, as amended, specifically La. R.S. 30:2301, et seq.) (the "**State Act**"), has established a Clean Water State Revolving Fund (the "**State Revolving Fund**") in the custody of the Department of Environmental Quality (the "**Department**") to be used for the purpose of providing financial assistance for the improvement of wastewater treatment facilities in the State, as more fully described in Section 2302 of the State Act, and has authorized the Department to administer the State Revolving Fund in accordance with applicable federal and state law; and

WHEREAS, the City has made application to the Department for a loan from the State Revolving Fund to finance a portion of the costs of the Project and the Department has approved the City's application for such loan; and

WHEREAS, the Bonds will be issued to represent the City's obligation to repay the loan from the State Revolving Fund; and

WHEREAS, the City desires to fix the details necessary with respect to the issuance, sale and delivery of the Bonds, and to provide for the authorization and issuance thereof, as hereinafter provided;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Broussard, State of Louisiana, acting as the governing authority of the City, that:

SECTION 1. **Definitions.** As used herein, the following terms shall have the following meanings, unless the context otherwise requires:

"**Act**" means Part II of Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority supplemental thereto.

"**Additional Parity Bonds**" means any *pari passu* additional bonds that may hereafter be issued pursuant to Section 19 hereof on a parity with the Bonds and the Outstanding Parity Bonds.

"**Administrative Fee**" means the annual fee equal to one-half of one percent (0.50%) per annum of the outstanding principal amount of the Bonds, or such lesser amount as the Department may approve from time to time, which shall be payable each year in two equal semi-annual installments on each Interest Payment Date.

"Authorized Officers" means collectively the Mayor and City Clerk of the City, or such other person or persons authorized pursuant to a resolution or ordinance of the Governing Authority to act as an authorized officer of the City to perform any act or execute any document relating to the Loan, the Bonds or the Loan Agreement.

"Bond" or "Bonds" means the City's Taxable Public Improvement Sales Tax Revenue Bonds (DEQ), Series 2026, authorized by this Bond Ordinance in the total aggregate principal amount of not exceeding Four Million Nine Hundred Sixty-Three Thousand Dollars (\$4,963,000), and any bond of any said issue, whether initially delivered or issued in exchange for, upon transfer of, or *in lieu* of any previously issued Bond.

"Bond Ordinance" means this ordinance authorizing the issuance of the Bonds.

"Bond Register" means the registration books of the Paying Agent (initially the City Clerk of the City), in which registration of the Bonds and transfers of the Bonds shall be made as provided herein.

"Bond Year" means the one-year period ending on each Principal Payment Date.

"Business Day" means a day of the year on which banks located in the City of New Orleans are not required or authorized to remain closed and on which the New York Stock Exchange is not closed.

"City" means the City of Broussard, State of Louisiana, a political subdivision of the State, and its successors or assigns.

"Completion Date" means the earlier of (i) the date of the final disbursement of the purchase price of the Bonds to the City, or (ii) the date the operation of the Project is initiated or capable of being initiated, as certified by an Authorized Officer in accordance with the Loan Agreement.

"Date of Delivery" means the first date on which any of the Bonds are delivered to the Department in exchange for payment therefor.

"Defeasance Obligations" means (i) cash, or (ii) non-callable Government Securities.

"Department" means the Louisiana Department of Environmental Quality, an executive department and agency of the State, and any successor to the duties and functions thereof.

"Elections" means, collectively, the elections held within the corporate boundaries of the City on November 16, 1991, and May 2, 1998, which authorized the Tax.

"Fiscal Year" means the twelve-month accounting period commencing on the first day of July or any other twelve-month accounting period determined by the Governing Authority as the fiscal year of the City.

"Governing Authority" means the City Council of the City of Broussard, State of Louisiana.

"Government Securities" means direct obligations of, or obligations the timely payment of the principal of and interest on which are fully and unconditionally guaranteed by the United States of America, which are non-callable prior to their maturity and may be United States Treasury Obligations such as the State and Local Government Series and may be in book entry form.

"Interest Payment Date" means each May 1 and November 1, commencing as set forth in the Bond.

"Loan" means the loan made by the Department from the Clean Water State Revolving Fund to the City pursuant to the Loan Agreement, the obligation to repay which Loan is evidenced by the Bonds.

"Loan Agreement" means the Loan and Pledge Agreement to be entered into by and between the Department and the City prior to the delivery of the Bonds, in substantially the form presented at this meeting, which will contain certain additional agreements relating to the Bonds and the Project, as it may be supplemented or amended from time to time in accordance with the provisions thereof.

"Net Revenues of the Tax" means the avails or proceeds of the Tax received by the City, subject only to the payment of the reasonable and necessary costs and expenses of collection and administration of the Tax.

"Outstanding" when used with respect to the Bonds means, as of the date of determination, all Bonds or portions thereof theretofore issued and delivered under this Bond Ordinance, except:

- (a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Bonds for the payment or redemption of which sufficient Defeasance Obligations have been deposited with the Paying Agent or an escrow agent in trust for the Owners of such Bonds with the effect specified in Section 24 hereof, provided that if such Bonds are to be redeemed, irrevocable notice of such redemption has been duly given or provided for pursuant to this Bond Ordinance, to the satisfaction of the Paying Agent, or waived;
- (c) Bonds in exchange for or in lieu of which other Bonds have been registered and delivered pursuant to this Bond Ordinance; and
- (d) Bonds alleged to have been mutilated, destroyed, lost, or stolen which have been paid as provided in this Bond Ordinance or by law.

"Outstanding Parity Bonds" shall have the meaning given such term in the preambles hereto.

"Owner" or **"Owners"** when used with respect to any Bond means the Person in whose name such Bond is registered in the Bond Register.

"Parity Bond Ordinances" means, collectively, (i) Ordinance No. 11-383, adopted May 24, 2011, authorizing the issuance of the Sales Tax Revenue Bonds, Series 2012; (ii) Ordinance No. 15-477, adopted June 23, 2015, authorizing the issuance of the Public Improvement Sales Tax Revenue Refunding Bonds, Series 2015; (iii) Ordinance No. 16-497, adopted March 22, 2016, authorizing the issuance of the Public Improvement Sales Tax Revenue Refunding Bonds, Series 2016; and (iv) Ordinance No. 24-811, adopted October 7, 2024, authorizing the issuance of the Public Improvement Sales Tax Revenue Bonds, Series 2024.

"Paying Agent" means the City Clerk of the City, unless and until a successor Paying Agent shall have become such pursuant to the applicable provisions of this Bond Ordinance, and thereafter "Paying Agent" shall mean such successor Paying Agent.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

"Principal Payment Date" means each May 1, commencing not later than one year after the completion of the Project and the final payment date to fall not exceeding nineteen years from the first principal payment date thereafter for a total of twenty (20) consecutive annual payment dates, providing that in no event shall the final maturity of the Bonds be more than twenty-two (22) years from the date of the Bonds.

"Project" means the construction and improvement of sewers and sewerage disposal works of the City, including equipment and fixtures therefor, which are being financed through the issuance of the Bonds and existing funds of the City, as described more specifically in the Loan Agreement.

"Qualified Investments" means any investments which are at the time legal for investment of the City's funds.

"Record Date" for the interest payable on any Interest Payment Date means the 15th calendar day of the month next preceding such Interest Payment Date, whether or not such day is a Business Day.

"Reserve Account" means, as applicable, the Series 2026 Bonds Reserve Account or the applicable Reserve Account designated in the ordinance(s) authorizing the issuance of any Reserve Secured Bonds.

"Reserve Account Alternative Investment" means a surety bond or insurance policy issued by an insurance company or an irrevocable letter of credit issued by a bank to be deposited in the Reserve Fund.

"Reserve Fund Requirement" means, with respect to the Bonds, as of any date of calculation, a sum equal to one-half of the maximum principal and interest requirements for any succeeding Bond Year on the Bonds. With respect to any Additional Parity Bonds, **"Reserve Fund Requirement"** shall mean the amount, if any, set forth in the applicable ordinance authorizing the issuance of such Additional Parity Bonds.

"Reserve Secured Bonds" means the Bonds and any of the Outstanding Parity Bonds or any future issue of Additional Parity Bonds which are secured by the Reserve Fund.

"Sales Tax Ordinance" means the ordinance adopted by the governing authority of the City on December 10, 1991, as amended and supplemented, providing for the levy and collection of the Tax.

"Series 2026 Bonds Reserve Account" means the Reserve Account established and maintained pursuant to Section 16 of this Bond Ordinance.

"State" means the State of Louisiana.

"Tax" means the one percent (1%) sales and use tax now being levied and collected by the City pursuant to the Elections and the Sales Tax Ordinance.

SECTION 2. **Authorization of Bonds.** In compliance with and under the authority of the Act, there is hereby authorized the incurring of an indebtedness of not exceeding Four Million Nine Hundred Sixty-Three Thousand Dollars (\$4,963,000) for, on behalf of and in the name of the City, for the purpose of financing the Project and paying costs of issuance of the Bonds. To represent the said indebtedness, the City does hereby authorize the issuance of its "Taxable Public Improvement Sales Tax Revenue Bonds (DEQ), Series 2026," in an amount not to exceed Four Million Nine Hundred Sixty-Three Thousand Dollars (\$4,963,000). The Bonds shall be initially issued in the form of a single fully registered Bond numbered R-1, shall be dated the Date of Delivery thereof and shall be in substantially the form attached hereto as **Exhibit A**.

The Authorized Officers may approve a different series designation if the Bonds are delivered after the end of 2026 or if it is in their sole judgment preferable to do so.

The Bonds shall mature in twenty (20) installments of principal, payable annually on each Principal Payment Date, and each annual installment shall be as set forth in the Loan Agreement and the Bond.

The unpaid principal of the Bonds shall bear interest from the date thereof, or the most recent Interest Payment Date to which interest has been paid or duly provided for, at the rate of forty-five hundredths of one percent (0.45%) per annum, said interest to be calculated on the basis of a 360-day year consisting of twelve 30-day months and payable on each Interest Payment Date. Interest on the Bonds on any Interest Payment Date shall be payable only on the aggregate amount

of the purchase price which shall have been paid theretofore to the City and is outstanding and shall accrue with respect to each purchase price installment only from the date of payment of such installment.

In addition to interest at the rate set forth above, at any time that the Department owns the Bonds the City will pay the Administrative Fee to the Department on each Interest Payment Date. In the event (i) the Department owns any Bonds or the Department has pledged or assigned any Bonds in connection with its Clean Water State Revolving Fund and (ii) the Administrative Fee payable by the City to the Department under the terms of the Loan Agreement is declared illegal or unenforceable by a court or an administrative body of competent jurisdiction, the interest rate borne by the Bonds shall be increased by one-half of one percent (0.50%) per annum, effective as of the date declared to be the date from which the Administrative Fee is no longer owed because of such illegality or unenforceability. The Administrative Fee shall be calculated in the same manner as interest on the Bonds.

SECTION 3. **Manner of Payment.** The principal and interest on the Bonds will be payable by check mailed by the Paying Agent to the Owner (determined as of the Record Date) at the address shown on the registration books kept by the Paying Agent for such purpose, provided that payment of the final installment of principal on the Bonds shall be made only upon presentation and surrender of the Bonds to the Paying Agent.

SECTION 4. **Prepayment.** The principal installments of the Bonds are subject to prepayment at the option of the City at any time, in whole or in part, at a prepayment price of par plus accrued interest and accrued Administrative Fee, if any, to the prepayment date and in such case the remaining principal of the Bonds shall continue to mature in installments calculated using the percentages shown in the Loan Agreement and the Bond. Official notice of such call for prepayment shall be given by means of first class mail, postage prepaid by notice deposited in the United States Mail not less than thirty (30) days prior to the prepayment date addressed to the Owner of each Bond to be prepaid at his address as shown on the registration records of the Paying Agent. In the event a portion of the Bonds is to be prepaid, such Bonds shall be surrendered to the Paying Agent, who shall note the date and amount of such prepayment in the space provided therefor on the Bonds.

SECTION 5. **Registration, Transfer and Exchange of Bonds.** The City shall cause the Bond Register to be kept at the principal office of the Paying Agent in which registration of the Bonds and transfers of the Bonds shall be made as provided herein. The Bonds may be transferred, registered and assigned only on the Bond Register, and such registration shall be at the expense of the City. The Bonds may be assigned by the execution of an assignment form on the Bonds or by other instruments of transfer and assignment acceptable to the Paying Agent. A new Bond will be delivered by the Paying Agent to the last assignee (the new Owner) in exchange for such transferred and assigned Bond after receipt of the Bond to be transferred in proper form.

SECTION 6. **Sale of Bonds.** The Bonds are hereby awarded to and sold to the Department at a price of par plus accrued interest, if any, under the terms and conditions set forth in the Loan Agreement, and after their execution the Bonds shall be delivered to the Department or its agents or assigns, upon receipt by the City of the agreed first advance of the purchase price of the Bonds. Pursuant to R.S. 39:505(B), the City has determined to sell the Bonds at a private

sale without necessity of publication of a notice of sale. It is understood that the purchase price of the Bonds will be paid by the Department to the City in installments, in the manner and under the terms and conditions set forth in the Loan Agreement.

SECTION 7. **Execution of Documents.** The Authorized Officers are each hereby empowered, authorized and directed to do any and all things necessary and incidental to carry out all of the provisions of this Bond Ordinance, to execute and deliver the Loan Agreement, and to cause the Bonds to be prepared and/or printed, to issue, execute and seal the Bonds and to effect delivery thereof as hereinafter provided. If facsimile signatures are used on the Bonds, then such signatures shall be registered with the Louisiana Secretary of State in the manner required by La. R.S. 39:244, provided that at least one signature on each Bond shall be a manual signature.

In connection with the issuance and sale of the Bonds, the Authorized Officers are each authorized, empowered and directed to execute on behalf of the City such additional documents, certificates and instruments as they may deem necessary, upon the advice of counsel, to effect the transactions contemplated by this Bond Ordinance, including a Commitment Agreement with the Department. The signatures of said officers on such documents, certificates and instruments shall be conclusive evidence of the due exercise of the authority granted hereunder.

SECTION 8. **Recital of Regularity.** This Governing Authority, having investigated the regularity of the proceedings had in connection with this issue of Bonds, and having determined the same to be regular, the Bonds shall contain the following recital authorized by and having the effect set forth in R.S. 39:507, to wit:

"It is certified that this indebtedness is authorized by and is issued in conformity with the requirements of the Constitution and statutes of Louisiana."

SECTION 9. **Pledge of Net Revenues of the Tax.** The Bonds, equally with the Outstanding Parity Bonds, shall be secured by and payable in principal and interest solely from an irrevocable pledge and dedication of the Net Revenues of the Tax, which are hereby irrevocably and irrepealably pledged and dedicated in an amount sufficient for the payment of the Bonds, the Outstanding Parity Bonds, and any Additional Parity Bonds in principal and interest as they shall respectively become due and payable, and for the other purposes hereinafter set forth in this Bond Ordinance. In compliance with the Sales Tax Ordinance, all of the Net Revenues of the Tax shall be set aside in a separate fund, as provided in the Parity Bond Ordinances and as herein provided, and shall be and remain pledged for the security and payment of the Bonds, the Outstanding Parity Bonds and any Additional Parity Bonds in principal and interest and for all other payments provided for in this Bond Ordinance and the Parity Bond Ordinances until the Bonds and the Outstanding Parity Bonds shall have been fully paid and discharged.

SECTION 10. **City Obligated to Collect Tax.** In compliance with the laws of the State and this Bond Ordinance, the City through its Governing Authority, by proper resolutions and/or ordinances, is obligated to cause the Tax to continue to be levied and collected until all of the Bonds have been retired as to both principal and interest, and further shall not discontinue or decrease or permit to be discontinued or decreased the Tax in anticipation of the collection of which the Bonds have been issued, nor in any way make any change which would diminish the amount of the revenues of the Tax to be received by the City until all of the Bonds have been

retired as to both principal and interest. Nothing herein contained shall be construed to prevent the Governing Authority of the City from altering, amending or repealing from time to time as may be necessary the Sales Tax Ordinance or any subsequent ordinance providing with respect to the Tax, said alterations, amendments or repeals to be conditioned upon the continued preservation of the rights of the Owners with respect to the Net Revenues of the Tax. The Sales Tax Ordinance pursuant to which the Tax is being levied, collected and allocated, and the obligations to continue to levy, collect and allocate the Tax and to apply the Net Revenues of the Tax in accordance with the provisions of this Bond Ordinance, shall be irrevocable until the Bonds and the Outstanding Parity Bonds have been paid in full as to both principal and interest, and shall not be subject to amendment in any manner which would impair the rights of the Owners from time to time of the Bonds or which would in any way jeopardize the prompt payment of principal thereof and interest thereon.

The Owner of any of the Bonds may, either at law or in equity, by suit, action, mandamus or other proceedings, enforce and compel performance of all duties required to be performed as a result of issuing the Bonds, and may similarly enforce the provisions of any resolution or ordinance imposing the Tax and ordinance and proceedings authorizing the issuance of the Bonds..

SECTION 11. Statutory Lien. As provided in R.S. 39:504, the Bonds shall be secured debt entitled to the highest possible protection and priority afforded by the bankruptcy laws of the United States and the State, and the Owners shall have a statutory lien on and a security interest in the Net Revenues of the Tax pledged to the payment of the Bonds in this Bond Ordinance, to the fullest extent and in the manner stated in the Act and this Bond Ordinance, and any pledge or grant of a lien or security interest in such Net Revenues of the Tax made by the City in connection with the issuance of the Bonds shall be valid, binding and perfected from the time when the pledge or grant of lien or security interest is made. The Net Revenues of the Tax shall immediately be subject to the lien of such pledge and security interest without any physical delivery therefor or further act and the lien of such pledge and security interest shall be first priority and valid and binding as against all parties having claims of any kind in tort, contract, bankruptcy or otherwise against the City, whether or not such parties have notice thereof. The Owner or Owners shall be secured creditors with respect to such Net Revenues of the Tax. As provided by R.S. 39:504(D), the statutory lien provided in the Act shall also apply to and secure the Administrative Fee.

SECTION 12. Bond Ordinance a Contract. The provisions of this Bond Ordinance shall constitute a contract between the City and the Owner or Owners from time to time of the Bonds, and any such Owner may by suit, action, mandamus or other proceedings, enforce the statutory lien provided by the Act as well as the security for the Bonds provided in this Bond Ordinance, and may by suit, action, mandamus, or other proceedings enforce and compel performance of all of the duties required to be performed by the Governing Authority as may be provided for in this Bond Ordinance.

Notwithstanding the foregoing, no member of the Governing Authority or any officer or employee of the City, or any person executing the Bonds shall be personally liable on the Bonds.

SECTION 13. Effect of Registration. The City, the Paying Agent, and any agent of either of them may treat the Owner in whose name any Bond is registered as the Owner of such Bond for the purpose of receiving payment of the principal (and prepayment price) of and interest on

such Bond and for all other purposes whatsoever, and to the extent permitted by law, neither the City, the Paying Agent, nor any agent of either of them shall be affected by notice to the contrary.

SECTION 14. **Deposit of Bond Proceeds.** The proceeds derived from the sale of the Bonds shall constitute a trust fund to be used exclusively for the purposes for which the Bonds are herein authorized to be issued, but the purchaser of the Bonds shall not be obliged to see to the application thereof. All of the proceeds derived from the sale of the Bonds, which shall be paid in installments by the Department in the manner set forth in the Loan Agreement, shall be deposited by the City in the Construction Fund (the "***Construction Fund***"). The funds in the Construction Fund shall be used solely for the purpose of paying costs of the Project, in the manner set forth in the Loan Agreement, and costs of issuance, as defined in the Act.

SECTION 15. **Davis-Bacon Wage Rate Requirements.** The City agrees that all laborers and mechanics employed by contractors and subcontractors on the portion of the project that is funded in whole or in part with the Bonds purchased by the Department shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality of the City as determined by the Clerk of the United States Department of Labor ("***DOL***") in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code. DOL provides all pertinent information related to compliance with the foregoing requirements, including prevailing wage rates and instructions for reporting. The City will ensure that all construction contracts relating to the portion of the Project that is funded in whole or in part with Bonds purchased by the Department will require that the contractor comply with the aforesaid wage and reporting requirements. This section shall not apply to situations where the City may perform construction work using its own employees rather than any contractor or subcontractor.

SECTION 16. **Flow of Funds.** In order that the principal of and the interest on the Bonds will be paid in accordance with their terms and for the other objects and purposes hereinafter provided, the City further covenants as follows:

That, in compliance with the Sales Tax Ordinance, all of the avails or proceeds of the Tax shall continue to be deposited daily as the same may be collected in a separate and special fund heretofore established and designated as the "1992 Sales Tax Fund" (hereinafter called the "***Sales Tax Fund***"), and shall be maintained and administered in the following order of priority and for the purposes set out below. The Sales Tax Fund shall constitute a dedicated fund of the City, from which appropriations and expenditures by the City shall be made solely for the purposes designated in the propositions authorizing the levy of the Tax, including the payment of the Bonds, the Outstanding Parity Bonds and any Additional Parity Bonds.

Out of the funds on deposit in the Sales Tax Fund, the City shall first pay all reasonable and necessary expenses of collection and administration of the Tax. After payment of such expenses, the remaining balance of the Tax proceeds shall be used in the following order of priority and for the following express purposes:

(a) The establishment and maintenance of the "Public Improvement Sales Tax Bond Sinking Fund" (hereinafter called the "***Sinking Fund***") for the Bonds and any Additional Parity Bonds, and the maintenance of the sinking funds heretofore established by the Parity Bond Ordinances for as long as the Outstanding Parity Bonds are outstanding, sufficient in amount to

pay promptly and fully the principal of and the interest on the Bonds, the Outstanding Parity Bonds and any Additional Parity Bonds hereafter issued in the manner provided by this Bond Ordinance, as they severally become due and payable, by transferring from the Sales Tax Fund to the Sinking Fund, monthly in advance, on or before the 20th day of each month of each year in addition to the amounts required by the Parity Bond Ordinances, a fractional amount of the interest on the Bonds falling due on the next Interest Payment Date and a fractional amount of the principal of the Bonds falling due on the next principal payment date, whether by maturity or mandatory call, such fractions being equal to the number 1 divided by the number of months preceding such Interest Payment Date or principal payment date, as the case may be, since the last interest or principal payment date, as the case may be, so that by making equal monthly payments, the City will always provide the necessary sums required to be on hand on each interest and principal payment date, together with such additional proportionate sum as may be required so that sufficient moneys will be available in the Sinking Fund and the sinking funds established by the Parity Bond Ordinances to pay said principal and interest as the same respectively become due. The fiscal agent shall transfer from the Sinking Fund to the paying agent bank or banks for all bonds payable from the Sinking Fund, at least three (3) days in advance of each Interest Payment Date, funds fully sufficient to pay promptly the principal and interest so falling due on such date.

(b) The establishment and maintenance of the "Public Improvement Sales Tax Bond Reserve Fund" (hereinafter called the "**Reserve Fund**") with the regularly designated fiscal agent of the City and which will be used to satisfy the Reserve Fund Requirement with respect to the Bonds and each series of Reserve Secured Bonds. The Reserve Fund will be segregated into one or more accounts as may be established in this Bond Ordinance and in any ordinance authorizing the issuance of Reserve Secured Bonds in the future. The City shall maintain the respective reserve funds established pursuant to the Parity Bond Ordinances for as long as any Outstanding Parity Bonds remain outstanding.

There is hereby established and shall be maintained the "**Series 2026 Bonds Reserve Account**" as a separate account in the Reserve Fund, which shall secure the Bonds; provided, however, that if the Bonds are delivered after the end of 2026, the Series 2026 Bonds Reserve Account shall be renamed to properly identify such Reserve Account. The City shall make monthly deposits into the Series 2026 Bonds Reserve Account such that an amount equal to the Reserve Fund Requirement is on deposit in the Series 2026 Bonds Reserve Account within a period not exceeding five (5) years from the Date of Delivery of the Bonds, and thereafter there shall be maintained in the Series 2026 Bonds Reserve Account an amount equal to the Reserve Fund Requirement.

Amounts on deposit in the Series 2026 Bonds Reserve Account may be used solely for the purpose of curing deficiencies in the Sinking Fund for the payment when due of the principal of and interest on the Bonds. Except as set forth in any Additional Parity Bond ordinances, amounts on deposit in other Reserve Accounts established in the future may be used solely for the purpose of curing deficiencies in the Sinking Fund for the payment when due of the principal of, premium, if any, and interest on the Reserve Secured Bonds for which such account may be created. If funds on deposit in any Reserve Account exceed the Reserve Fund Requirement for that Reserve Account, the excess cash shall be deposited into the Sales Tax Fund and used as set forth herein.

Each Reserve Account may be funded, in whole or in part, with cash, Qualified Investments, one or more Reserve Account Alternative Investments, or a combination thereof. Any Reserve Account Alternative Investment must provide for payment on any interest or principal payment date (provided adequate notice is given) on which a deficiency exists (or is expected to exist) in moneys held hereunder for payment of the principal of or premium or interest due on the Reserve Secured Bonds secured by such Reserve Account on such date.

If a disbursement is made from a Reserve Account, including a draw on a Reserve Account Alternative Investment as provided above, the City shall be obligated to reinstate such Reserve Account(s) to the applicable Reserve Fund Requirement(s) from the first revenues available pursuant to this Section after making the deposits required into the Sinking Fund. For purposes of this Section, amounts necessary to satisfy such reimbursement obligations of the City to the provider of a Reserve Account Alternative Investment shall be deemed to be required deposits to the applicable Reserve Account and shall be applied to satisfy the obligations to the provider. If draws are made from more than one Reserve Account, the City shall make payments required by this paragraph on a pro rata basis.

All moneys remaining in the Sales Tax Fund on the 20th day of each month in excess of all reasonable and necessary expenses of collection and administration of the Tax and after making the required payments into the Sinking Fund and the Reserve Fund for the current month and for prior months during which the required payments may not have been made (including any amounts owed a provider of a Reserve Account Alternative Investment), shall be considered as surplus. Such surplus may be used by the City for any of the purposes for which the imposition of the Tax is authorized or for the purpose of retiring bonds payable from the Tax in advance of their maturities, either by purchase of bonds then outstanding at prices not greater than the redemption prices of said bonds or by retiring such bonds at the prices and in the manner set forth in the ordinances issuing such bonds.

SECTION 17. **Notification of Deficiencies**. As required by La. R.S. 39:510, the City will notify the State Bond Commission in writing, whenever (i) any required deposit to the Debt Service Fund has not been made within five business days of when due or (ii) the principal, interest, premium, or any other payment due on the Bonds (including the Administrative Fee) has not been made within five business days of when due.

SECTION 18. **Investments**. All or any part of the moneys in the Sales Tax Fund, the Sinking Fund or the Reserve Fund shall at the written request of the Governing Authority be invested in Qualified Investments maturing in five (5) years or less, in which event all income derived from such investments shall be added to the Sales Tax Fund, with the exception that any interest earnings from invested funds of the Reserve Fund shall be retained in the applicable Reserve Account until an amount equal to the Reserve Fund Requirement is on deposit therein, and such investments shall, to the extent at any time necessary, be liquidated and the proceeds thereof applied to the purposes for which the Sales Tax Fund has been created.

SECTION 19. **Issuance of Refunding and Additional Parity Bonds**. The Bonds shall enjoy complete parity of lien on the Net Revenues of the Tax despite the fact that any of the Bonds may be delivered at an earlier date than any other of the Bonds. The City shall issue no other bonds or obligations of any kind or nature payable from or enjoying a lien on the Net Revenues of the

Tax having priority over or parity with the Bonds and the Outstanding Parity Bonds, except that Additional Parity Bonds may hereafter be issued on a parity with the Bonds and the Outstanding Parity Bonds under the following conditions:

- (a) The Bonds or any part thereof, including interest thereon, may be refunded in accordance with the terms hereof, and the refunding bonds so issued shall enjoy complete equality of lien with the portion of the Bonds which is not refunded, if there be any, and the refunding bonds shall continue to enjoy whatever priority of lien over subsequent issues that may have been enjoyed by the Bonds refunded, provided, however, that if only a portion of Bonds outstanding is so refunded and the refunding bonds require total principal and interest payments during any Fiscal Year in excess of the principal and interest which would have been required in such Fiscal Year to pay the Bonds refunded thereby, then such Bonds may not be refunded without the consent of the Owners of the unrefunded portion of the Bonds issued hereunder (provided such consent shall not be required if such refunding bonds meet the requirements set forth in (b) below).
- (b) Additional Parity Bonds may also be issued, and such Additional Parity Bonds shall be on a parity with the Bonds herein authorized and the Outstanding Parity Bonds if all of the following conditions are met:

- (i) The average annual Net Revenues of the Tax, when computed for the two (2) completed Fiscal Years immediately preceding the issuance of the Additional Parity Bonds, must have been not less than 1.35 times the highest combined principal and interest requirements for any succeeding Fiscal Year period on the Bonds, all Outstanding Parity Bonds then outstanding, including any Additional Parity Bonds theretofore issued and then outstanding, and any other bonds or other obligations whatsoever then outstanding which are payable from the Net Revenues of the Tax (but not including bonds which have been refunded or provision otherwise made for their full payment and redemption) and the Additional Parity Bonds so proposed to be issued;

- (ii) The payments to be made into the various funds provided for in Section 16 hereof must be current;

- (iii) The existence of the facts required by paragraphs (i) and (ii) above must be determined and certified to by the Chief Financial Officer or other Executive Officer of the City; and

- (iv) For as long as any Outstanding Parity Bonds remain outstanding, the City shall comply with the corresponding parity requirements of the Parity Bond Ordinances.

SECTION 20. **Covenants of the City.** In providing for the issuance of the Bonds, the City does hereby covenant that it has a legal right to levy and collect the Tax, to issue the Bonds and to pledge the Net Revenues of the Tax as herein provided, and that the Bonds will have a lien and

privilege on the Net Revenues of the Tax on a parity with the Outstanding Parity Bonds subject only to the prior payment of the reasonable and necessary costs and expenses of collecting and administering the Tax.

SECTION 21. Records and Accounts; Audit Requirements. The City will establish and maintain adequate financial records as required by the laws of the State governing financial record-keeping by political subdivisions and in accordance with generally accepted accounting principles and will make these and the following records and reports available to the Owners or their authorized representatives upon request.

The City will cause an audit of its financial statements to be made by an independent firm of certified public accountants in accordance with the requirements of Chapter 8 of Title 24 of the Louisiana Revised Statutes of 1950, as amended, and for so long as the Department owns the Bonds, or any part thereof, and to the extent required, in accordance with the requirements of the Single Audit Act Amendments of 1996 and OMB's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR 200, Subpart F), and Section 66.458 of the Catalog of Federal Domestic Assistance (CFDA #66.458 - Capitalization Grants for State Revolving Funds), if applicable. Upon completion the City shall file a copy of such audited financial statements with any Owner requesting same.

SECTION 22. Fidelity Bonds for Officers and Employees. So long as any of the Bonds are outstanding and unpaid, the City shall require all of its officers and employees who may be in a position of authority or in possession of money derived from the collection of the Net Revenues of the Tax to obtain or be covered by a blanket fidelity or faithful performance bond, or independent fidelity bonds written by a responsible indemnity company in amounts adequate to protect the City from loss.

SECTION 23. Discharge of Bond Ordinance. If the City shall pay or cause to be paid, or there shall be paid to the Owners, the principal of and interest on the Bonds, at the times and in the manner stipulated in this Bond Ordinance are paid in full for all amounts due and owing, then the pledge of the Net Revenues of the Tax or any other money, securities, and funds pledged under this Bond Ordinance and all covenants, agreements, and other obligations of the City to the Owners shall thereupon cease, terminate, and become void and be discharged and satisfied.

SECTION 24. Defeasance. Bonds or interest installments for the payment or redemption of which money or Government Securities shall have been set aside and shall be held in trust (through deposit by the City of funds for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section, if they have been defeased pursuant to Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, or any successor provisions thereto.

SECTION 25. Cancellation of Bonds. All Bonds paid or prepaid either at or before maturity, together with all bonds purchased by the City, shall thereupon be promptly cancelled by the Paying Agent. The Paying Agent shall thereupon promptly furnish to the Chief Financial Officer of the City an appropriate certificate of cancellation.

SECTION 26. **Lost, Destroyed or Improperly Cancelled Bonds.** Lost, destroyed or improperly cancelled Bonds may be replaced in the manner set forth in La. R.S. 39:515. In case any such lost, destroyed or improperly cancelled Bond has become or is about to become due and payable, the City in its discretion may, instead of issuing a new Bond, pay such Bond.

SECTION 27. **Successor Paying Agent; Paying Agent Agreement.** The City will at all times maintain a Paying Agent for the performance of the duties hereunder for the Bonds. The designation of the initial Paying Agent in this Bond Ordinance is hereby confirmed and approved. The City reserves the right to appoint a successor Paying Agent by (a) filing with the Person then performing such function a certified copy of a resolution or ordinance giving notice of the termination and appointing a successor and (b) causing notice to be given to each Owner. Every successor Paying Agent appointed hereunder shall at all times be an officer of the City or a bank or trust company organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers, and subject to supervision or examination by Federal or State authority. The Authorized Officers are hereby authorized and directed to execute an appropriate agreement with the Paying Agent for and on behalf of the City in such form as may be satisfactory to said officers, the signatures of said officers on such Agreement to be conclusive evidence of the due exercise of the authority granted hereunder. No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of Paying Agent.

SECTION 28. **Notices to Owners.** Wherever this Bond Ordinance provides for notice to Owners of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first class postage prepaid, to each Owner of such Bonds, at the address of such Owner as it appears in the Bond Register. In any case where notice to Owners is given by mail, neither the failure to mail such notice to any particular Owner, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Bond Ordinance provides for notice in any manner, such notice may be waived in writing by the Owner entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Owners shall be filed with the Paying Agent, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 29. **Amendments to Bond Ordinance.** No material modification or amendment of this Bond Ordinance, or of any ordinance amendatory hereof or supplemental hereto, may be made without the consent in writing of the Owners of two-thirds (2/3) of the aggregate principal amount of the Bonds then outstanding; provided, however, that no such modification or amendment shall permit a change in the maturity of the Bonds or the redemption provisions thereof, or a reduction in the rate of interest thereon, or the promise of the City to pay the principal of and the interest on the Bonds as the same shall come due from the Net Revenues of the Tax, or reduce the percentage of owners required to consent to any material modification or amendment of this Bond Ordinance, without the consent of the Owner or Owners of the Bonds.

SECTION 30. **Events of Default.** If one or more of the following events (in this Bond Ordinance called "*Events of Default*") shall happen, that is to say, (i) if default shall be made in the due and punctual payment of the principal of any Bond when and as the same shall become due and payable, whether at maturity or otherwise; or (ii) if default shall be made in the due and

punctual payment of any installment of interest on any Bond when and as such interest installment shall become due and payable; or (iii) if default shall be made by the City in the performance or observance of any other of the covenants, agreements or conditions on its part in this Bond Ordinance, any supplemental ordinance or in the Bonds contained and such default shall continue for a period of forty-five (45) days after written notice thereof to the City by the Owners of not less than 25% of the principal amount of the Outstanding Bonds; or (iv) if the City shall file a petition or otherwise seek relief under any Federal or State bankruptcy law or similar law; then, upon the happening and continuance of any Event of Default the Owners of the Bonds shall be entitled to exercise all rights and powers for which provision is made under Louisiana law.

SECTION 31. **Publication; Peremption.** This Bond Ordinance shall be published at least once in the official journal of the City, or in a newspaper having general circulation in the City. Exhibits to this Bond Ordinance need not be published if the exhibits are enumerated in the publication and it is stated in the publication that such exhibits are available for public inspection at the office of the Governing Authority during regular business hours. For thirty days after the date of publication, any person in interest may contest the legality of this Bond Ordinance and of any provision herein made for the security and payment of the Bonds. After that time, no one shall have any cause of action to test the regularity, formality, legality, or effectiveness of this Bond Ordinance, and provisions hereof for any cause whatever. Thereafter, it shall be conclusively presumed that every legal requirement for the issuance of the Bonds has been complied with. No court shall have authority to inquire into any of these matters after the thirty days.

SECTION 32. **Disclosure Under SEC Rule 15c2-12.** The City is not required at this time to comply with the continuing disclosure requirements described in the Rule 15c2-12(b) of the Securities and Exchange Commission [17 CFR §240.15c2-12(b)].

SECTION 33. **Severability.** In case any one or more of the provisions of this Bond Ordinance or of the Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Bond Ordinance or of the Bonds, but this Bond Ordinance and the Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provision enacted after the date of this Bond Ordinance which validates or makes legal any provision of this Bond Ordinance or the Bonds which would not otherwise be valid or legal shall be deemed to apply to this Bond Ordinance and to the Bonds.

SECTION 34. **Section Headings.** The headings of the various sections hereof are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions hereof.

SECTION 35. **Effective Date.** This Bond Ordinance shall become effective immediately upon adoption.

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

YEAS:

NAYS:

ABSTAIN:

ABSENT:

And the ordinance was declared adopted, on this, the 11th day of August, 2026.

Tina Emert, City Clerk

Ray Bourque, Mayor

EXHIBIT A
to Bond Ordinance

FORM OF BOND

INTEREST ON THIS BOND WILL BE INCLUDED IN GROSS INCOME
FOR FEDERAL INCOME TAX PURPOSES AND IS NOT
EXEMPT FROM FEDERAL INCOME TAXATION.

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF LAFAYETTE

TAXABLE PUBLIC IMPROVEMENT SALES TAX REVENUE BOND (DEQ),
SERIES 2026
OF THE
CITY OF BROUSSARD, STATE OF LOUISIANA

<u>Bond No.</u>	<u>Delivery Date</u>	<u>Interest Rate</u>	<u>Principal Amount</u>
R-1	_____, 2026	0.95%	\$4,963,000

FOR VALUE RECEIVED, the **CITY OF BROUSSARD, STATE OF LOUISIANA** (the "**City**"), hereby promises to pay (but only from the sources hereinafter described) to:

REGISTERED OWNER: Department of Environmental Quality (the "**Department**")
Attn: Financial Services Division, Accounts Receivable
P. O. Box 4311 Baton Rouge, Louisiana 70821-4311

or registered assigns noted on the registration record attached hereto, the Principal Amount set forth above (unless a lower Principal Amount applies, as set forth below), together with interest thereon from the Bond Date set forth above or the most recent interest payment date to which interest has been paid or duly provided for, unless this Bond shall have been previously called for prepayment and payment shall have been duly made or provided for.

This Bond shall bear interest, payable semi-annually on May 1 and November 1 of each year, commencing [_____] 1, 20__ (each, an "**Interest Payment Date**"), at the Interest Rate shown above, said interest to be calculated on the basis of a 360-day year consisting of twelve 30-day months. Interest on this Bond on any Interest Payment Date shall be payable only on the aggregate outstanding amount of the purchase price which shall have been paid theretofore, as noted on **Schedule A** hereto, and shall accrue with respect to each purchase price installment only from the date of payment of such installment.

If the Department is the registered owner of this Bond, the City will additionally pay an Administrative Fee to the Department at the annual rate of one-half of one percent (0.50%) on the outstanding principal amount of the Bond, payable on each Interest Payment Date. In the event (i) the Department owns this Bond or the Department has pledged or assigned this Bond in connection with its Clean Water State Revolving Fund Program and (ii) the Administrative Fee

payable to the Department is declared illegal or unenforceable by a court or an administrative body of competent jurisdiction, then the "Interest Rate" shown above and borne by this Bond shall be increased by one-half of one percent (0.50%) per annum, effective as of the date declared to be the date from which the Administrative Fee is no longer owed because of such illegality or unenforceability.

This Bond shall mature in twenty (20) installments of principal, payable annually on each May 1 (the "**Principal Payment Date**"), and each annual installment shall be the applicable percentage shown in the following table, rounded to the nearest One Thousand Dollars (\$1,000), of the outstanding principal amount of the Bonds (taking into account any principal forgiveness) on the day before the applicable Principal Payment Date:

Date	Percentage of	Date	Percentage of
<u>(May 1)</u>	<u>Principal</u>	<u>(May 1)</u>	<u>Principal</u>

In the event that the Completion Date of the Project is on or after the first Principal Payment Date stated in this Bond, the principal payment schedule set forth above may be adjusted so that each payment shall be due on the Principal Payment Date that is one year later than shown above, provided that in no event shall the final principal payment be more than twenty-two (22) years from the Delivery Date. To exercise the option to defer the principal repayment schedule, the City must so notify the Department in writing prior to [_____] 1, 20____], and certify that the Completion Date will not have occurred prior to [_____] 1, 20____].

The principal installments of this Bond shall be subject to prepayment at the option of the City at any time, in whole or in part at a prepayment price of par plus accrued interest and accrued Administrative Fee, if any, to the prepayment date. Official notice of such call of this Bond for prepayment shall be given by means of electronic communication, first class mail, postage prepaid, by notice deposited in the United States Mail not less than thirty (30) days prior to the prepayment date addressed to the registered owner of this Bond to be prepaid at his address as shown on the registration books of the Registrar, which notice may be waived by any registered owner. In the event a portion of this Bond is to be prepaid, this Bond shall be surrendered to the City Clerk of the City, as initial Registrar for the Bonds (the "**Registrar**"), who shall note the amount of such prepayment in the space provided therefor on **Schedule B** to this Bond, and in such case, the remaining principal shall continue to mature in annual installments using the percentages shown above. The City shall cause to be kept at the office of the Registrar a register in which registration of this Bond and of transfers of the Bonds shall be made as provided herein and in the hereinafter

defined Bond Ordinance. This Bond may be transferred, registered and assigned only on such registration records of the Registrar, and such registration shall be at the expense of the City.

The purchase price of this Bond shall be paid to the City in installments, and interest on this Bond shall accrue only on the amount of the purchase price which shall have been paid to the City. The amount and payment date of each purchase price installment shall be noted on **Schedule A** attached hereto. The principal and interest on this Bond are payable in the manner set forth in the hereinafter defined Bond Ordinance.

This Bond represents the entire amount of bonds designated "Taxable Public Improvement Sales Tax Revenue Bonds (DEQ), Series 2026" of the City in a principal sum of not exceeding Four Million Nine Hundred Sixty-Three Thousand Dollars (\$4,963,000) (the "**Bond**"), authorized by the City pursuant to an ordinance adopted by its governing authority on August 11, 2026 (the "**Bond Ordinance**"), for the purpose of paying the costs of the Project, as defined in the Bond Ordinance, and paying costs of issuance, under the authority conferred by Part II of Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and/or other applicable laws.

This Bond is issued on a parity, except with respect to certain reserve funds, with the City's outstanding (i) Sales Tax Revenue Bonds, Series 2012, (ii) Public Improvement Sales Tax Revenue Refunding Bonds, Series 2015, (iii) Public Improvement Sales Tax Revenue Refunding Bonds, Series 2016, and (iv) Public Improvement Sales Tax Revenue Bonds, Series 2024 (collectively, the "**Outstanding Parity Bonds**"). It is certified that the City, in issuing this Bond, has complied with all the terms and conditions for the issuance of this Bond on a parity with the Outstanding Parity Bonds.

This Bond, equally with the Outstanding Parity Bonds, is secured by and payable as to both principal and interest solely from an irrevocable pledge and dedication of the avails or proceeds of the special one percent (1%) sales and use tax now being levied and collected by the City pursuant to elections held in the City on November 16, 1991, and May 2, 1998 (the "**Tax**"), subject only to the prior payment of the reasonable and necessary costs and expenses of collecting and administering the Tax (the "**Net Revenues of the Tax**"). This Bond constitutes a borrowing solely upon the credit of the Net Revenues of the Tax received by the City and does not constitute an indebtedness or pledge of the general credit of the City within the meaning of any constitutional or statutory provisions relating to the incurring of indebtedness. The City has covenanted and agreed and does hereby covenant and agree to continue to levy the Tax and not to discontinue or decrease or permit to be discontinued or decreased the Tax in anticipation of the collection of which this Bond and the issue of which it forms a part have been issued, nor in any way make any change which would diminish the amount of the Net Revenues of the Tax pledged to the payment of the Bonds, until all of such Bonds have been paid in principal and interest. For a complete statement of the revenues from which and conditions under which this Bond is issued, and under which additional *pari passu* bonds may be issued, reference is hereby made to the Bond Ordinance.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the certificate of registration hereon shall have been signed by the Registrar.

It is certified that this Bond is authorized by and is issued in conformity with the requirements of the Constitution and statutes of the Louisiana. It is further certified, recited and declared that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond necessary to constitute the same a legal, binding and valid obligation of the City have existed, have happened and have been performed in due time, form and manner as required by law, and that the indebtedness of the City, including this Bond, does not exceed any limitation prescribed by the Constitution and statutes of the State of Louisiana, and that this Bond shall not be invalid for any irregularity or defect in the proceedings for the issuance and sale thereof.

IN WITNESS WHEREOF, the City Council of the City of Broussard, State of Louisiana, acting as the governing authority of the City, has caused this Bond to be executed in the name of the City by the manual signatures of its Mayor and City Clerk, to be dated the date of delivery hereof and the City's seal to be impressed or imprinted hereon.

CITY OF BROUSSARD, STATE OF LOUISIANA

Tina Emert, City Clerk

Ray Bourque, Mayor

(SEAL)

* * * * *

REGISTRATION RECORD

**TAXABLE PUBLIC IMPROVEMENT SALES TAX REVENUE BOND (DEQ),
SERIES 2026
OF THE
CITY OF BROUSSARD, STATE OF LOUISIANA**

Name and Address Of Registered Owner	Date of Registration	Signature of City Clerk As Paying Agent
Department of Environmental Quality Clean Water State Revolving Fund P.O. Box 4311 Baton Rouge, La. 70821-4311		

SCHEDULE OF PREPAYMENTS

**TAXABLE PUBLIC IMPROVEMENT SALES TAX REVENUE BOND (DEQ),
SERIES 2026
OF THE
CITY OF BROUSSARD, STATE OF LOUISIANA**

Prepayment Date	Prepayment Amount	Remaining Balance Due

SCHEDULE OF PRINCIPAL DRAWS AND PRINCIPAL BALANCE

\$4,963,000

**TAXABLE PUBLIC IMPROVEMENT SALES TAX REVENUE BOND (DEQ),
SERIES 2026**

**OF THE
CITY OF BROUSSARD, STATE OF LOUISIANA**

Date: _____ Draw Number: _____

Principal Draw Paid to City this Date: \$ _____

Amount of Principal Forgiveness this Date: \$ _____

Cumulative Amount of Principal Draws Paid to Date: \$ _____

Cumulative Amount of Principal Forgiveness to Date: \$ _____

Outstanding Balance of Principal \$ _____

Signature of Authorized Officer of Department: _____

Date: _____ Draw Number: _____

Principal Draw Paid to City this Date: \$ _____

Amount of Principal Forgiveness this Date: \$ _____

Cumulative Amount of Principal Draws Paid to Date: \$ _____

Cumulative Amount of Principal Forgiveness to Date: \$ _____

Outstanding Balance of Principal \$ _____

Signature of Authorized Officer of Department: _____

Date: _____ Draw Number: _____

Principal Draw Paid to City this Date: \$ _____

Amount of Principal Forgiveness this Date: \$ _____

Cumulative Amount of Principal Draws Paid to Date: \$ _____

Cumulative Amount of Principal Forgiveness to Date: \$ _____

Outstanding Balance of Principal \$ _____

Signature of Authorized Officer of Department: _____

Date: _____ Draw Number: _____

Principal Draw Paid to City this Date: \$ _____

Amount of Principal Forgiveness this Date: \$ _____

Cumulative Amount of Principal Draws Paid to Date: \$ _____

Cumulative Amount of Principal Forgiveness to Date: \$ _____

Outstanding Balance of Principal \$ _____

Signature of Authorized Officer of Department: _____

Date: _____ Draw Number: _____

Principal Draw Paid to City this Date: \$ _____

Amount of Principal Forgiveness this Date: \$ _____

Cumulative Amount of Principal Draws Paid to Date: \$ _____

Cumulative Amount of Principal Forgiveness to Date: \$ _____

Outstanding Balance of Principal \$ _____

Signature of Authorized Officer of Department: _____

STATE OF LOUISIANA

PARISH OF LAFAYETTE

I, the undersigned City Clerk of the City of Broussard, State of Louisiana (the "City"), do hereby certify that the foregoing pages constitute a true and correct copy of an ordinance adopted by the City Council of the City of Broussard, State of Louisiana, acting as the governing authority of the City, on August 11, 2026, authorizing the issuance by the City of its of Taxable Public Improvement Sales Tax Revenue Bonds (DEQ) in an amount not to exceed Four Million Nine Hundred Sixty-Three Thousand Dollars (\$4,963,000); and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature on this, the 11th day of August, 2026.

Tina Emert, City Clerk

ORDINANCE NO 26-848

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BROUSSARD,
LOUISIANA, APPROVING AND AUTHORIZING EXECUTION OF
ACT OF EXCHANGE WITH IMN PARTNERS, LLC**

The City Council of the City of Broussard, Louisiana, meeting in regular session on August 11, 2026, and, after due deliberation and discussion, and finding that it would be in the best interest of the City of Broussard, Louisiana, and its citizens, adopted the following ordinance:

WHEREAS, the City is the owner of certain property located S-60 T-10-S in the City of Broussard; and

WHEREAS, the City desires to acquire approximately .237 acres of property currently owned by IMN Partners, LLC to construct a public roadway and to establish sidewalk, drainage and utility easements; and

WHEREAS, the City and IMN, Partners, LLC have agreed to exchange approximately .160 acres of property owned by the City for property owned by IMN Partners, LLC to facilitate the above; and

WHEREAS, the City has determined that the value of the property to be acquired is at least equal to the value of the property to be transferred in the proposed exchange.

BE IT ORDAINED that the City of Broussard enter into an Act of Exchange with IMN Partners, LLC as described above; and

BE IT FURTHER ORDAINED that the Mayor be and is hereby authorized and directed to negotiate the terms of said exchange, to execute the aforementioned Act of Exchange on behalf of the City of Broussard, which act of exchange shall contain legal descriptions of the property being exchanged and shall contain such other provision as the Mayor deems

appropriate, and

BE IT FURTHER ORDAINED that the Mayor is further authorized to take such further action and is reasonably necessary to implement said agreement on behalf of the City of Broussard.

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

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

YEAS:

NAYS:

ABSENT:

ABSTENTION:

And this ordinance was declared adopted this 11th day of August, 2026.

RAY BOURQUE, Mayor

TINA EMERT, City Clerk

REFERENCE PLAT:

PLAT OF SURVEY SHOWING A PORTION OF THE ESTATE OF ISABELLE HUVAL BAUDOUIN, BEING A PORTION OF PARCEL E (0.79 ACRES) & A PORTION OF PARCEL F (0.10 ACRES) PREPARED BY: CRAIG P. SPIKES PLAT DATED: AUGUST 20, 2014 (ACT #2014-34353)

REFERENCES:

PLAT - ACT#1987-032240
PLAT - ACT#2013-036074
PLAT - ACT#2015-031550
PLAT - ACT#2024-011526
TRANSFER - ACT#2025-021490

FLOOD NOTE:

PORTIONS OF THIS PROPERTY HAS BEEN DETERMINED TO BE LOCATED IN ZONE X AND ZONE A AS INDICATED BY THE FLOOD INSURANCE RATE MAP FOR THE PARISH OF LAFAYETTE, LOUISIANA, MAP #22055C0200J WITH THE EFFECTIVE DATE OF DECEMBER 21, 2018.

ZONE X- AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, NOT CONSIDERED TO BE A SPECIAL FLOOD HAZARD AREA.

ZONE A- AREAS DETERMINED TO BE INSIDE THE 1% ANNUAL CHANCE FLOODPLAIN, AND IS CONSIDERED TO BE A SPECIAL FLOOD HAZARD AREA.

NO ATTEMPT HAS BEEN MADE BY THE SURVEYOR OR COMEAUX ENGINEERING & CONSULTING TO VERIFY TITLE, ACTUAL LEGAL OWNERSHIP, SERVITUDES, EASEMENTS, RIGHTS OF WAY OR OTHER BURDENS ON THE PROPERTY OTHER THAN THAT FURNISHED BY THE OWNER OR HIS/HER REPRESENTATIVE.

I CERTIFY THAT THIS PLAT REPRESENTS AN ACTUAL GROUND SURVEY, PERFORMED BY MYSELF AND/OR UNDER MY DIRECT SUPERVISION AND CONTROL, IN ACCORDANCE WITH THE APPLICABLE MINIMUM STANDARDS OF BOUNDARY SURVEYING FOR A CLASS "C" SURVEY, AS ADOPTED BY THE LOUISIANA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

PLAT SHOWING TRACTS 1 & 2 TO BE EXCHANGED BETWEEN THE CITY OF BROUSSARD & IMN PARTNERS, LLC. AND AN EASEMENT TO BE DEDICATED TO THE CITY OF BROUSSARD

LOCATED IN SECTION 60, T-10-S, R-5-E

CITY OF BROUSSARD
LAFAYETTE PARISH, LOUISIANA

SCALE 1"=100'

DATE: MAY 12, 2026

NOTE: BASIS OF BEARINGS: GRID NORTH OBTAINED FROM GPS OBSERVATION LOUISIANA STATE PLANE COORDINATE SYSTEM NAD 83 (2011), LA SOUTH ZONE (1702)

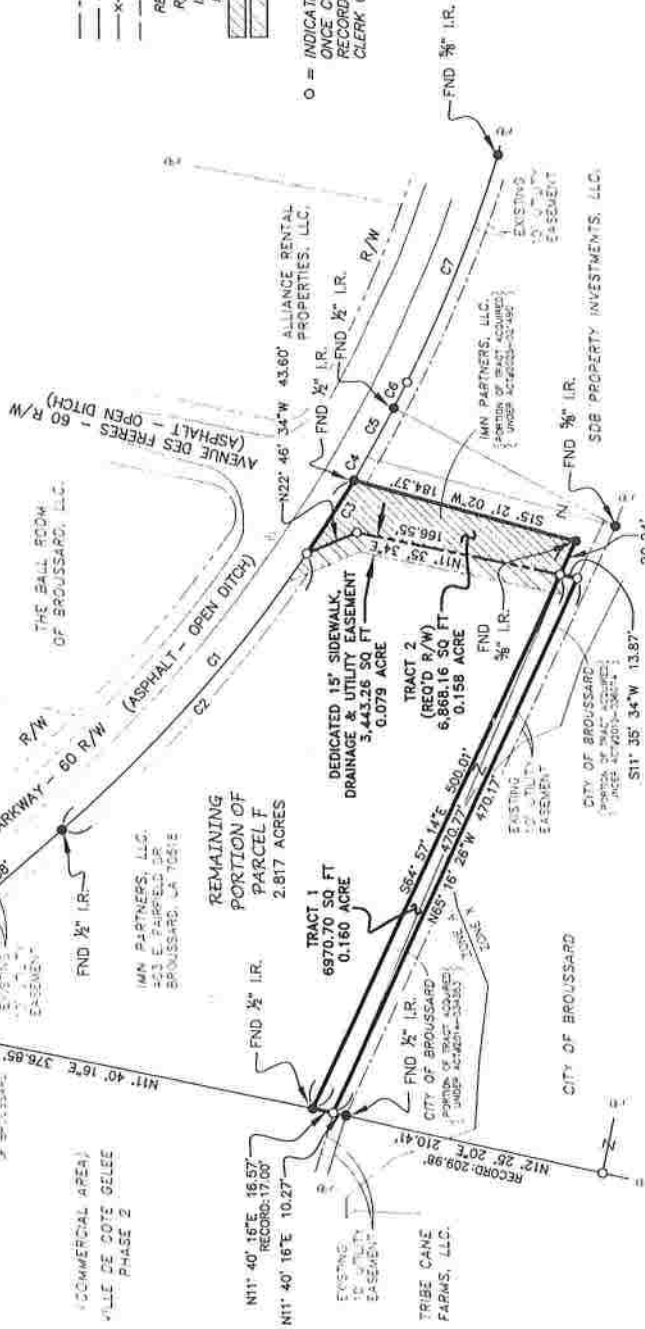
CLASS "C" SURVEY

CURVE TABLE				
CURVE #	ARC	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	366.62	1180.92	S49° 55' 49"E	365.15
C2	296.70	1180.92	S48° 14' 03"E	295.92
C3	69.92	1180.92	S57° 07' 41"E	69.91
C4	20.92	1180.92	S59° 19' 54"E	20.92
C5	44.97	1180.92	S60° 55' 49"E	44.97
C6	23.49	1180.92	S62° 35' 28"E	23.49
C7	195.71	1180.92	S67° 54' 31"E	195.49

LEGEND

- R/W LINE
- EASEMENT LINE
- FENCE LINE
- OLD LOT LINE
- REQUIRED
- RIGHT OF WAY
- IRON REBAR
- PROPERTY LINE
- RECD R/W
- DEDICATED EASEMENT

O = INDICATES 1/2" IRON REBAR TO BE SET ONCE CONVEYANCE DOCUMENTS ARE RECORDED WITH THE LAFAYETTE PARISH CLERK OF COURTS OFFICE.



COMEAUX
ENGINEERING & CONSULTING

COMEAUX ENGINEERING & CONSULTING
A PROFESSIONAL CORPORATION
PO BOX 452
BROUSSARD, LOUISIANA
PHONE 337-837-2210

JOB NUMBER
2023071

2023071_IMN PARTNERS LLC_R/W_PLAT.DWG