

**CITY ORDINANCE NO. CO-169-2022**

**AN ORDINANCE OF THE LAFAYETTE CITY COUNCIL AUTHORIZING THE LAFAYETTE MAYOR-PRESIDENT TO EXECUTE THE TEMPORARY WHOLESALE WATER AGREEMENT BETWEEN THE LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT AND THE CITY OF BROUSSARD, LOUISIANA**

**BE IT ORDAINED** by the Lafayette City Council, that:

**WHEREAS**, Lafayette City-Parish Consolidated Government (“LCG”) and the City of Broussard (“Broussard”) entered into a Wholesale Water Agreement (“the WWA”) dated March 5, 1998, as amended; and

**WHEREAS**, the WWA requires LCG to provide and Broussard to purchase all of Broussard’s potable water supply requirements necessary to serve Broussard’s retail and wholesale customers within a certain geographic service area; and

**WHEREAS**, Broussard also provides potable water to other customers from its own water supply system, including some customers outside the corporate limits of Broussard and the Parish of Lafayette; and

**WHEREAS**, the Louisiana Department of Transportation and Development (“DOTD”) will shortly begin construction of its Hwy. 90/Ambassador Caffery Interchange project, State Project No. H.002868 (“the Project”), which requires temporary interruption of Broussard’s provision of water to some customers it is servicing from its own water supply system; and

**WHEREAS**, Broussard has requested that LCG temporarily supply additional water to Broussard to enable it to service its affected customers during the interruption caused by the Project, so that they can continue to receive potable water; and

**WHEREAS**, LCG is willing to temporarily provide Broussard with water to service these customers during the interruption caused by the Project; and

**WHEREAS**, LCG and Broussard desire to enter into this Agreement to provide the terms and conditions for LCG’s temporary supply of additional water for this purpose.

**NOW, THEREFORE, BE IT FURTHER ORDAINED** by the Lafayette City Council, that:

**SECTION 1:** All of the aforescribed “Whereas” clauses are adopted as part of this ordinance.

**SECTION 2:** The Lafayette Mayor-President, or his designee, is hereby authorized to execute the Temporary Wholesale Water Agreement Between the Lafayette City-Parish Consolidated Government and the City of Broussard, Louisiana in the same or substantially similar form as the draft attached hereto.

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**SECTION 3:** The Lafayette Mayor-President, or his designee, is hereby further authorized to conduct all negotiations and to make, execute, and submit all documents and to perform all actions that may be appropriate to fulfill the agreement conditions.

**SECTION 4:** All ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed.

**SECTION 5:** This ordinance shall become effective upon signature of the Lafayette Mayor-President, the elapse of ten (10) days after receipt by the Lafayette Mayor-President without signature or veto, or upon an override of a veto, whichever occurs first.

\* \* \* \* \*



CO-169-2022

RECEIVED

SEP 29 2022

Lafayette Consolidated Government  
Chief Administrative Officer

**Internal Memorandum**

**Lafayette Utilities System**  
Civil Engineering (7080)

TO: Cydra Wingerter *OW*

DATE: September 27, 2022

THRU: Karen Hoyt *KH 9/28/22* Jeffrey Stewart *JS 09/28/2022*

FROM: Bryan Guidry *09/28/2022*

SUBJECT: **City Council Agenda Item** – Authorization for Temporary Wholesale Water Agreement with the City of Broussard

Attached for consideration by the Lafayette City Council is a proposed ordinance prepared by Legal (Larry Marino) authorizing the Lafayette Mayor-President to execute the Temporary Wholesale Water Agreement (“Agreement”) between the Lafayette City-Parish Consolidated Government (“LCG”) and the City of Broussard (“Broussard”).

LCG and the City of Broussard entered into a Wholesale Water Agreement (“WWA”) on March 5, 1998, which was subsequently amended. The WWA requires LCG to provide and Broussard to purchase water to serve Broussard’s customers within a certain geographic service area.

Broussard has also developed its own water system and supplies customers with potable water, including some located outside of Broussard and Lafayette Parish.

Louisiana Department of Transportation and Development is about to begin construction of its Hwy. 90/Ambassador Caffery Interchange project, State Project No. H.002868 (“Project”) to reconfigure U.S. Hwy. 90 from its intersection with La. Hwy. 182 southward to its intersection with La. Hwy. 92. In order to accommodate the Project, Broussard’s main waterline that runs along U.S. Hwy. 90 will have to be relocated. This will interrupt Broussard’s potable water service to certain customers located outside Broussard and the Lafayette Parish corporate limits.

Broussard has asked LCG to temporarily supply additional water to Broussard to enable it to service its affected customers during the interruption caused by the Project, so that they can continue to receive potable water. LCG is agreeable to doing so, and desires to enter into the Agreement in order to provide the terms and conditions therefor. Pursuant to the Agreement, LCG would provide and sell the water to Broussard, and Broussard would receive and pay for the water, in accordance with the terms of the existing WWA.

Please submit this ordinance for introduction at the City Council meeting on October 18, 2022, and for final adoption at the City Council meeting on November 1, 2022.

Thank you,

*Bryan Guidry*  
Bryan Guidry, PE  
Chief Civil Engineer

**TEMPORARY WHOLESALE WATER AGREEMENT  
BETWEEN THE LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT  
AND THE CITY OF BROUSSARD, LOUISIANA**

This Agreement is made and entered into effective as of the date of last signature hereto by a party (the "Effective Date"), by and between:

**LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT** ("LCG"), a political subdivision of the State of Louisiana, herein appearing by and through the Honorable Joshua S. Guillory, Lafayette Mayor-President, duly authorized by ordinance of the Lafayette City Council attached hereto and made part hereof; and

**CITY OF BROUSSARD, LOUISIANA** ("Broussard"), a political subdivision of the State of Louisiana, formerly known as Town of Broussard, herein appearing by and through the Honorable Ray Bourque, Mayor, duly authorized by ordinance of the Broussard City Council attached hereto and made part hereof.

**WITNESSETH:**

**WHEREAS**, LCG and Broussard entered into the Wholesale Water Agreement between the Lafayette City-Parish Consolidated Government and the Town of Broussard, Louisiana dated March 5, 1998, as amended (the "WWA"); and

**WHEREAS**, the WWA requires LCG to provide and Broussard to purchase all of Broussard's potable water supply requirements necessary to serve Broussard's retail and wholesale customers within a certain geographic service area; and

**WHEREAS**, Broussard also provides potable water to other customers from its own water supply system, including some customers outside the corporate limits of Broussard and the Parish of Lafayette; and

**WHEREAS**, the Louisiana Department of Transportation and Development ("DOTD") will shortly begin construction of its Hwy. 90/Ambassador Caffery Interchange project, State Project No. H.002868 (the "Project"), which requires temporary interruption of Broussard's provision of water to some customers it is servicing from its own water supply system; and

WHEREAS, Broussard has requested that LCG temporarily supply additional water to Broussard to enable it to service its affected customers during the interruption caused by the Project, so that they can continue to receive potable water; and

WHEREAS, LCG is willing to temporarily provide Broussard with water to service these customers during the interruption caused by the Project; and

WHEREAS, LCG and Broussard desire to enter into this Agreement to provide the terms and conditions for LCG's temporary supply of additional water for this purpose.

NOW, THEREFORE, LCG and Broussard agree as follows:

LCG shall furnish potable water to Broussard for resale to its customers to whom water service is interrupted due to construction of the Project. Broussard shall purchase said water.

The sale and purchase of water pursuant to this Agreement shall be in accordance with all terms and conditions of the WWA, which is incorporated herein by reference as if the water were sold and purchased pursuant to the WWA, except to the extent inconsistent with the terms and conditions of this Agreement.

The term of this Agreement shall be from the Effective Date until reconnection of the affected customers to Broussard's water system or three years from the Effective Date, whichever occurs first.

This Agreement may be executed in one or more counterparts, and by different parties in separate counterparts, with the same effect as if all parties hereto had signed the same documents. All counterparts so executed and delivered shall be deemed to be a single original, shall be construed together, and shall constitute one agreement.

THUS DONE AND SIGNED this 10th day of November, 2022 in the Parish of Lafayette, State of Louisiana, in the presence of the undersigned competent witnesses and me, Notary, after reading of the whole.

WITNESSES:

LAFAYETTE CITY-PARISH  
CONSOLIDATED GOVERNMENT,  
STATE OF LOUISIANA

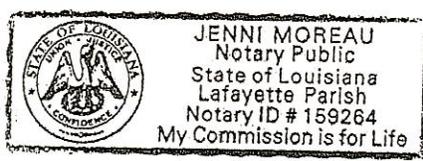
Julie Fruge  
Printed Name: JULIE FRUGE

BY: Joshua S. Guillory  
Joshua S. Guillory  
Lafayette Mayor-President

Marquise Watson  
Printed Name: MARQUISE WATSON

DATE: 11/10/2022

Jenni Moreau  
NOTARY PUBLIC  
Printed Name: \_\_\_\_\_  
Bar/Notary No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



THUS DONE AND SIGNED this 19<sup>th</sup> day of September, 2022 in the Parish of Lafayette, State of Louisiana, in the presence of the undersigned competent witnesses and me, Notary, after reading of the whole.

WITNESSES:

CITY OF BROUSSARD,  
STATE OF LOUISIANA

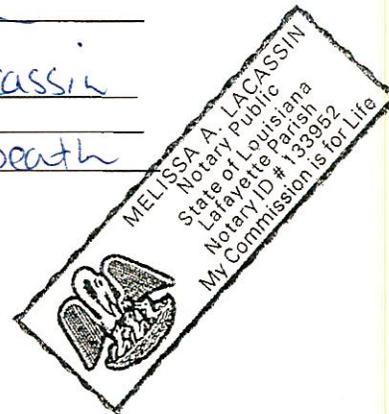
Odette Forbes  
Printed Name: Odette Forbes

BY: Ray Bourque  
Ray Bourque  
Mayor

Jonathan Feblanc  
Printed Name: Jonathan Feblanc

DATE: 9/19/2022

Melissa L. Lacassin  
NOTARY PUBLIC  
Printed Name: Melissa Lacassin  
Bar/Notary No.: 133952  
My Commission Expires: At Death



LAFAYETTE CITY COUNCIL MEETING

AGENDA ITEM SUBMITTAL FORM

- 1) **JUSTIFICATION FOR REQUEST:** An ordinance of the Lafayette City Council authorizing the Lafayette Mayor-President to execute the Temporary Wholesale Water Agreement between the Lafayette City-Parish Consolidated Government and the City of Broussard, Louisiana.
- 2) **ACTION REQUESTED:** Adoption of ordinance
- 3) **COUNCIL DISTRICT(S) (if applicable):** N/A
- 4) **REQUESTED ACTION OF COUNCIL:**  
A) **INTRODUCTION:** October 18, 2022  
B) **FINAL ADOPTION:** November 1, 2022
- 5) **DOCUMENTATION INCLUDED WITH THIS REQUEST:**  
A) Internal Memorandum (1 page)  
B) Submittal (1 page)  
C) Ordinance (2 pages)  
D) Temporary Wholesale Water Agreement (4 pages)
- 6) **FISCAL IMPACT:**  
                     Fiscal Impact (Explain)  
  X                     No Fiscal Impact

RECOMMENDED BY:

 09/28/2022  
JEFFREY B. STEWART, P.E.  
LUS DIRECTOR

APPROVED FOR AGENDA:

  
CYDRA WINGERTER  
CHIEF ADMINISTRATIVE OFFICER

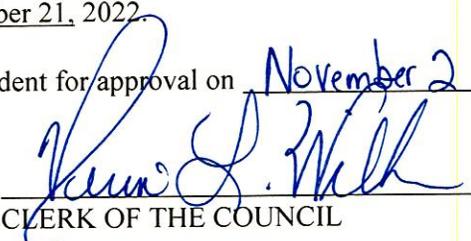
**DISPOSITION OF ORDINANCE NO. CO-169-2022**

1. This ordinance was introduced: October 18, 2022  
YEAS: Lewis, Naquin, Hebert, Cook, Lazard  
NAYS: None  
ABSENT: None  
ABSTAIN: None

Final disposition by Council:  
November 1, 2022  
YEAS: Lewis, Naquin, Hebert, Cook, Lazard  
NAYS: None  
ABSENT: None  
ABSTAIN: None

2. Notice of Public Hearing: This ordinance was published by Title and Notice of Public Hearing was published in the Advertiser on October 21, 2022.

3. This ordinance was presented to the Mayor-President for approval on November 2, 2022, at 9:45 o'clock a.m.

  
CLERK OF THE COUNCIL

4. Disposition by Mayor-President:  
I hereby:

A. Approve this ordinance, the 10 day of NOVEMBER, 2022, at 3:30 o'clock p.m.

B. Veto this ordinance, the \_\_\_\_\_ day of \_\_\_\_\_, 2022, at \_\_\_\_\_ o'clock \_\_\_\_\_.m., veto message is attached.

C. Line item veto certain items this \_\_\_\_\_ day of \_\_\_\_\_, 2022, at \_\_\_\_\_ o'clock \_\_\_\_\_.m., veto message is attached.

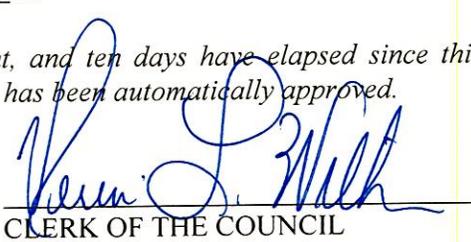
  
MAYOR-PRESIDENT

5. Returned to Council Office ~~with~~ without veto message on November 11, 2022, at 1:16 o'clock p.m.

6. Reconsideration by Council (if vetoed):  
On \_\_\_\_\_, 2022, the Council did/refused to adopt this ordinance after the Mayor-President's veto.

7. Returned to the Council Office without signature of Mayor-President (*unsigned*) on \_\_\_\_\_, 2022, at \_\_\_\_\_ o'clock \_\_\_\_\_.m.

*If not signed or vetoed by the Mayor-President, and ten days have elapsed since this ordinance was presented to him for action, same has been automatically approved.*

  
CLERK OF THE COUNCIL

8. Full publication of this ordinance was made in the Advertiser on November 4, 2022.

