

**CITY ORDINANCE NO. CO-171-2024**

**AN ORDINANCE OF THE LAFAYETTE CITY COUNCIL AUTHORIZING THE LAFAYETTE MAYOR-PRESIDENT TO EXECUTE AN AMENDMENT TO THE COOPERATIVE ENDEAVOR AGREEMENT/JOINT FACILITY USAGE AGREEMENT BETWEEN THE LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT AND THE FAMILY CHURCH, INC. O/B/O LAFAYETTE CHRISTIAN ACADEMY FOR THE USE AND IMPROVEMENT OF RECREATIONAL FACILITIES AT MOORE PARK**

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

**WHEREAS**, the Lafayette City-Parish Consolidated Government (“LCG”) and The Family Church, Inc. o/b/o Lafayette Christian Academy (“LCA”) entered into a Cooperative Endeavor Agreement/Joint Facility Usage Agreement, effective December 21, 2016 (the “Original Agreement”), concerning the usage and construction of improvements to property owned by the City of Lafayette, consisting of the four-field, multi-purpose, softball complex at Moore Park as more specifically depicted in Exhibit “A” (the “Property”) of the Original Agreement; and

**WHEREAS**, subject to the terms and conditions as set forth in the Original Agreement, in return of LCA having priority use of the Property for recreational purposes, LCA obligated itself to make certain improvements to the Property for recreational purposes generally described as renovating existing fields, dugouts, concession and restroom facilities in general conformity with the Plan of Improvements (collectively the “Plan of Improvements”) attached to the Original Agreement as Exhibit “B,” which were estimated to cost a total of \$750,000; and

**WHEREAS**, due to certain delays and the actual costs of construction being more than estimated because of reasons beyond the control of the parties, such as the COVID-19 pandemic, LCA has completed a portion of the Plan of Improvements as reflected in Exhibit “B-1,” which is attached herewith; said costs being approximately \$900,000; and

**WHEREAS**, given the current situation, LCA desires to amend the scope of the Plan of Improvements to be constructed which involves the removal and completion of certain improvements as provided by the Original Agreement and the addition of other improvements not initially provided by the Original Agreement, which are estimated to cost an additional \$2,000,000; and

**WHEREAS**, in consideration of the foregoing, the parties desire to amend the Original Agreement to extend the initial term of the Original Agreement and amend the scope of the Plan of Improvements to be constructed by LCA; and

**WHEREAS**, for the public health, safety and welfare of LCG, the City of Lafayette is in agreement with amending the Original Agreement; and

**WHEREAS**, there is a public purpose for the amendment of substantial benefit to the parties in such mutual cooperation; and

**WHEREAS**, the City of Lafayette is authorized and empowered to enter into the amendment under the provisions of law noted in the Original Agreement.

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

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

**SECTION 2:** The Lafayette Mayor-President is hereby authorized to execute the Amendment to Cooperative Endeavor Agreement/Joint Facility Usage Agreement between the Lafayette City-Parish Consolidated Government and The Family Church, Inc. o/b/o Lafayette Christian Academy for the Use and Improvement of Recreational Facilities at Moore Park, in substantially the same form as attached herewith, and to take all action necessary in carrying out the intent of this ordinance.

**SECTION 3:** All ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed.

**SECTION 4:** 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.

\* \* \* \* \*

**AMENDMENT TO COOPERATIVE ENDEAVOR AGREEMENT/JOINT  
FACILITY USAGE AGREEMENT BETWEEN  
THE LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT  
AND THE FAMILY CHURCH, INC. O/B/O LAFAYETTE CHRISTIAN  
ACADEMY FOR THE USE AND IMPROVEMENT OF RECREATIONAL  
FACILITIES AT MOORE PARK**

**STATE OF LOUISIANA**

**PARISH OF LAFAYETTE**

BE IT KNOWN, that on the dates hereinafter set forth, before us, the undersigned authorities, Notaries Public, in and for the aforesaid Parish and State, duly commissioned and qualified as such, and in the presence of the undersigned competent witnesses, personally came and appeared.

CITY OF LAFAYETTE, a political subdivision of the State of Louisiana, represented herein by Monique B. Boulet, its duly authorized Mayor-President, pursuant to City Ordinance No. CO-\_\_\_\_-2024, adopted by the Lafayette City Council on \_\_\_\_ day of \_\_\_\_\_, 2024, a copy of which is attached hereto by reference (the "City" or "LCG"); and

THE FAMILY CHURCH, INC. O/B/O LAFAYETTE CHRISTIAN ACADEMY a non-profit religious corporation, represented herein by Reverend Jay S. Miller, duly authorized by Resolution of the Board of Directors of The Family Church, Inc., a copy of which is attached hereto and made a part hereof ("LCA"),

(individually "Party" and collectively "Parties"), who, having been duly sworn, enter into this Amendment to Cooperative Endeavor Agreement/Joint Facility Usage Agreement ("Amended Agreement") subject to the following terms and conditions and effective \_\_\_\_\_, 2024:

**WITNESSETH:**

WHEREAS, LCG and LCA entered into a Cooperative Endeavor Agreement/Joint Facility Usage Agreement, effective December 21, 2016 ("Original Agreement"), concerning the usage and construction of improvements to property owned by the City of Lafayette, consisting of the four-field, multi-purpose, softball complex at Moore Park as more specifically depicted in Exhibit "A" (the "Property") of the Original Agreement.

WHEREAS, subject to the terms and conditions as set forth in the Original Agreement, in return of LCA having priority use of the Property for recreational purposes, LCA obligated itself to make certain improvements to the Property for recreational purposes generally described as renovating existing fields, dugouts, concession and restroom facilities in general conformity with the Plan of Improvements (collectively the "Plan of Improvements") attached to the Original Agreement as Exhibit "B," which were estimated to cost a total of \$750,000.00.

WHEREAS, due to certain delays and the actual costs of construction being more than estimated because of reasons beyond the control of the parties, such as the COVID-19 pandemic, LCA has completed a portion of the Plan of Improvements as reflected in Exhibit "B-1," which is attached hereto and made a part, hereof; said costs being approximately \$900,000.00.

WHEREAS, given the current situation, LCA desires to amend the scope of the Plan of Improvements to be constructed which involves the removal and completion of certain improvements as provided by the Original Agreement and the addition of other improvements not initially provided by the Original Agreement, which are estimated to cost an additional \$2,000,000.00.

WHEREAS, in consideration of the foregoing, the Parties desire to amend the Original Agreement to extend the initial term of the Original Agreement and amend the scope of the Plan of Improvements to be constructed by LCA.

WHEREAS, for the public health, safety and welfare of LCG, the City is in agreement with amending the Original Agreement.

WHEREAS, the City is authorized and empowered to enter into this Amended Agreement under the provisions of law noted in the Original Agreement.

NOW, THEREFORE, in consideration of the covenants set forth herein, the City and LCA do hereby agree and contract to amend the Original Agreement, as follows.

1. Paragraph A1. of the Original Agreement is hereby amended, restated and replaced in its entirety to read, as follows:

1. Make improvements to the Property according to the Plan of Improvements, as amended, and attached hereto as Exhibit "B-2," generally described as renovating existing fields, dugouts, concession and restroom facilities on the Property, which is estimated to cost a total of \$2,000,000.00. All Improvements made by LCA to the Property shall at all times be owned by LCG as component parts of Moore Park, and LCA shall not assert any separate ownership of such improvements.

2. Paragraph A3. of the Original Agreement is hereby amended, restated and replaced in its entirety to read, as follows:

3. Without limiting the generality of Subsection A(2), prior to commencement of construction of any and all improvements specified in the Plan of Improvements attached hereto as Exhibit B-2, obtain approval from LCG for the construction plans, drawings, and schedule for construction of such improvements, and make such changes to the construction plans, drawings, and schedule for construction of such improvements as may be required by LCG.

3. Paragraph D. of the Original Agreement is hereby amended, restated and replaced in its entirety to read, as follows:

Unless sooner terminated as provided in Section E hereof, this Agreement shall be in effect for an initial term of twenty (20) years, commencing on December 21, 2016. After the initial twenty (20) year term, this Agreement shall automatically renew for a maximum of three (3) additional terms of five (5) years each, unless either of the parties gives written notice of intent to terminate the Agreement at least 60 days prior to the end of the original term or any renewal term.

4. Paragraph L. is hereby added to the Original Agreement to read, as follows:

LCA recognizes that although it has preferential use of the Property—that it is not exclusive and that LCG has the right to use the Property to host softball and baseball tournaments.

5. Paragraph M. is hereby added to the Original Agreement to read, as follows:

LCA shall maintain all necessary books, documents, papers, accounting records and other evidence pertaining to the Plan of Improvements and shall keep all materials available for inspection at all reasonable times. All such records shall be maintained by LCA and shall be open for inspection by LCG and copies thereof shall be furnished to LCG upon request.

6. In all other respects the Original Agreement shall remain unaltered and in full force.

7. This Amended Agreement may be executed in one or more counterparts, with each counterpart being deemed an original Amended Agreement, but with all counterparts being considered one Amended Agreement. This Amended Agreement may be executed in multiple originals.

8. Each Party hereto has read, agreed to and executed this Amended Agreement on the date indicated. This Amended Agreement shall be effective upon execution by both parties and may be amended only by written agreement by and between the Parties.

THUS DONE AND SIGNED, in multiple originals, on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by CITY OF LAFAYETTE in the presence of the undersigned competent witnesses who have hereunto executed, affixed and signed their names with CITY OF LAFAYETTE and me, said Notary Public, all in the presence of each other after due reading of the whole.

WITNESSES:

CITY OF LAFAYETTE

\_\_\_\_\_

By: \_\_\_\_\_

Monique B. Boulet

Its: Mayor-President

(Name of Witness - Please Print)

\_\_\_\_\_

(Name of Witness - Please Print)

\_\_\_\_\_  
NOTARY PUBLIC

(Name of Notary Public - Please Print)

\_\_\_\_\_  
(Notary Identification No.)

THUS DONE AND SIGNED, in multiple originals, on this \_\_\_\_ day of \_\_\_\_\_, 2024, by THE FAMILY CHURCH, INC. O/B/O LAFAYETTE CHRISTIAN ACADEMY in the presence of the undersigned competent witnesses who have hereunto executed, affixed and signed their names with THE FAMILY CHURCH, INC. O/B/O LAFAYETTE CHRISTIAN ACADEMY and me, Notary Public, all in the presence of each other after due reading of the whole.

WITNESSES: THE FAMILY CHURCH, INC.  
O/B/O LAFAYETTE CHRISTIAN ACADEMY

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: Reverend Jay S. Miller  
Its: President  
\_\_\_\_\_  
(Name of Witness - Please Print)

\_\_\_\_\_  
\_\_\_\_\_  
(Name of Witness - Please Print)

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Public - Please Print)

\_\_\_\_\_  
(Notary Identification No.)

## LCA Moore Park Project

## Projected Phases

Phase 1: Forecasted to begin February 2017 with cost estimate at \$250,000.00

- Topo work on entire site [Completed]
- Drainage work [Completed]
- Irrigation installed on 2 fields [1 field completed; 1 remains to be completed]
- New fencing around 2 fields [1 completed; 1 remains to be completed]
- Move existing light pole on baseball field [Completed]
- Design fees/Engineering fees [Completed]
- Full set of Plans for entire project [A Portion is Completed]

Phase 2: Forecasted to begin February 2019 with estimated cost of \$200,000.00

- New dugouts on 2 Playing Fields [1 Completed; 1 remains to be completed]
- Bleacher Upgrades on 2 fields [1 Completed; 1 remains to be completed]
- New Main Entrance and gate [To be constructed]
- Bull Pens and Batting Cages [Completed]

Phase 3: Forecasted to being in Summer 2021 with estimated cost of \$175,000.00

- ~~Add 2<sup>nd</sup> Story of Concession Stand~~ [Removed from Scope of Project]
- Upgrade restrooms [Completed]
- ~~Add pavilions~~ [Removed from Scope of Project]
- ~~Remodel last 2 fields~~ [Removed from Scope of Project]

Phase 4: Forecasted to begin Summer 2023 with estimated cost of \$275,000.00

- Replace all Light Poles entire park – ~~all fields~~ [Removed from Scope of Project; Light Poles for 2 fields only will be completed]
- Install speaker system for entire park [Completed]
- ~~Construct 1 mile walk track around exterior of fields~~ [Removed from Scope of Project]
- ~~Construct SPLASH PADS per initial renderings~~ [Removed from Scope of Project]
- ~~Concert Stage added just outside the outfield fence of the Northeast field~~ [Removed from Scope of Project]

LCA Moore Park Project  
Amended Plan of Improvements

Phase 1: Forecasted to begin 2025

- Begin construction of new softball field, which includes 100% turf field, with dugouts and bull pens.
- Add new LED light poles for softball field
- Add 24'x70' storage and maintenance building

Phase 2: Forecasted to begin 2027

- Renovation of current baseball field, which includes turf in certain areas.
- Add new LED light poles.

Phase 3: Forecasted to begin in 2028

- Remove old, rusted fencing around the park and replace with new fencing.
- Add a new front entrance.



RECEIVED

SEP 27 2024

Lafayette Consolidated Government  
Central Administrative Office

## Memorandum

Legal Department  
Patrick S. Ottinger, City-Parish Attorney

**TO:** Veronica Arceneaux, Clerk of the Council      **DATE:** September 26, 2024

**THRU:** Rachel Godeaux, CAO

**FROM:** Tammy Parker Pratt, Assistant City-Parish Attorney

**SUBJECT:** **CITY COUNCIL MEETING AGENDA – Introduction October 15, 2024; Final Adoption November 4, 2024** - An Ordinance of the Lafayette City Council Authorizing the Lafayette Mayor-President to Execute an Amendment to Cooperative Endeavor Agreement/Joint Facility Usage Agreement by and between the Lafayette City-Parish Consolidated Government and The Family Church, Inc. o/b/o Lafayette Christian Academy for the Use and Improvement of Recreational Facilities at Moore Park

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Rachel,

Enclosed please find: (i) the Agenda Item Submittal Form; (ii) An Ordinance of the Lafayette City Council Authorizing the Lafayette Mayor-President to Execute an Amendment to Cooperative Endeavor Agreement/Joint Facility Usage Agreement by and between the Lafayette City-Parish Consolidated Government and The Family Church, Inc. o/b/o Lafayette Christian Academy for the Use and Improvement of Recreational Facilities at Moore Park; and (iii) Amendment to Cooperative Endeavor Agreement/Joint Facility Usage Agreement Between the Lafayette City-Parish Consolidated Government and the Family Church, Inc., o/b/o Lafayette Christian Academy for the Use and Improvement of Recreational Facilities at Moore Park.

This is a City Ordinance as it pertains to Moore Park, which is owned by the City of Lafayette.

If all is in order, kindly sign and present to the Council Office in order that it be put on the City Council agenda to be introduced at the City Council meeting on Tuesday, October 15, 2024, with final adoption on Tuesday, November 4, 2024.

Thanks,

Tammy Parker Pratt  
Assistant City-Parish Attorney

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 an Amendment to Cooperative Endeavor Agreement/Joint Facility Usage Agreement by and between the Lafayette City-Parish Consolidated Government and The Family Church, Inc. o/b/o Lafayette Christian Academy for the Use and Improvement of Recreational Facilities at Moore Park

2) **ACTION REQUESTED:** Adoption of ordinance

3) **COUNCIL DISTRICT(S) (CIP PROGRAM/PROJECTS ONLY):** N/A

4) **REQUESTED ACTION OF COUNCIL:**

A) INTRODUCTION: October 15, 2024

B) FINAL ADOPTION: November 4, 2024

5) **DOCUMENTATION INCLUDED WITH THIS REQUEST:**

A) Cover Memo (1 page)

B) Submittal Form (1 page)

C) Ordinance (2 pages)

D) Amendment with Exhibits (6 pages)

6) **FISCAL IMPACT:**

Fiscal Impact (Explain)

No Fiscal Impact

APPROVED FOR AGENDA:

  
RACHEL GODEAUX  
CHIEF ADMINISTRATIVE OFFICER