

CITY ORDINANCE NO. CO-177-2024

AN ORDINANCE OF THE LAFAYETTE CITY COUNCIL AUTHORIZING THE LAFAYETTE MAYOR-PRESIDENT TO EXECUTE A COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT AND SANS SOUCI, LLC CONCERNING PARC SANS SOUCI

BE IT ORDAINED by the Lafayette City Council, that:

WHEREAS, the Lafayette City-Parish Consolidated Government (“LCG”) is responsible for the economic, cultural, and community development of the downtown area of the City of Lafayette; and

WHEREAS, the City of Lafayette is the owner of the following described property (“ParcLand”), to-wit:

The property that comprises Parc Sans Souci, principally bounded by East Vermilion Street, Taylor Street, E. Congress Street and Polk Street, Lafayette, Louisiana; and

WHEREAS, Sans Souci, LLC (sometimes the “Contracting Party”) (which is wholly owned by the Lafayette Public Trust Financing Authority, a political subdivision of the State of Louisiana) is the owner of the following described property (the “Property”), to-wit:

That certain 0.07 acre tract of land more fully described and identified in that certain Map of Survey Showing Property and Improvements to be Acquired by the Lafayette Parish Trust Financing Authority, being Tract 3 (0.07 acre) of Lafayette Centré Development District, bearing municipal address of 219 E. Vermilion Street, Lafayette, Louisiana, such Map of Survey being dated May 31, 2013, and being attached to that certain Notarial Act of Correction dated and recorded June 26, 2014, under File No. 2014-00023679, of the public records of Lafayette Parish, Louisiana; and

WHEREAS, the Contracting Party desires to develop its Property in order to promote, encourage, support or enhance recreation, leisure, social engagement and culture in Parc Sans Souci, and has requested of LCG to permit the creation, construction, use and maintenance of an exterior patio deck to be affixed to the building on the property (the “Building”), which will extend onto a portion of ParcLand as will be delineated on a plat or sketch to be submitted by Contracting Party and approved by LCG (the “Project”); and

WHEREAS, LCG desires to cooperate with the Contracting Party in the implementation of the Project; and

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that, “for a public purpose, the state and its political subdivisions . . . may engage in cooperative endeavors with each other, . . . or with any public or private association, corporation, or individual;” and

WHEREAS, the value of the proposed benefits to be recognized by LCG resulting from the Project are projected to exceed the value of the use of the property by Contracting Party; such benefits include:

- (a) a rich and dynamic visual, cultural and artistic experience for the downtown area of the City of Lafayette;
- (b) enhanced development of a historical landmark;
- (c) facilitation of economic, cultural and community development in the downtown area of the City of Lafayette;
- (d) increases in taxes; and

WHEREAS, for the public health, safety and welfare of the City of Lafayette, LCG desires to enter into a Cooperative Endeavor Agreement with the Contracting Party to set forth the responsibilities and the obligations of the parties to facilitate the implementation of the Project for the public purpose of promoting, encouraging, supporting or enhancing recreation, leisure, social engagement and culture in Parc Sans Souci.

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 Cooperative Endeavor Agreement with Sans Souci, LLC, 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 and resolutions, or parts thereof, in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall become effective upon the 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 override of a veto, whichever occurs first.

* * * * *

STATE OF LOUISIANA

PARISH OF LAFAYETTE

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT (the "Agreement"), made and entered into this _____ day of _____, 2024, by and between LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT, a political subdivision of the State of Louisiana, represented herein by Monique B. Boulet, its Mayor-President, whose mailing address is P. O. Box 4017-C, Lafayette, Louisiana 70502-4017, duly authorized by Ordinance No. CO-_____-2024 (hereinafter referred to as "LCG"), and SANS SOUCI, LLC, a Louisiana limited liability company, represented herein by Alex Lazard, its Executive Director, whose mailing address is 200 West Second Street, Lafayette, Louisiana 70501 (hereinafter referred to as the "Contracting Party").

WITNESSETH:

WHEREAS, LCG is responsible for the economic, cultural, and community development of the downtown area of the City of Lafayette;

WHEREAS, LCG is the owner of the following described property ("ParcLand"), to-wit:

The property that comprises Parc Sans Souci, principally bounded by East Vermilion Street, Taylor Street, E. Congress Street and Polk Street, Lafayette, Louisiana.

WHEREAS, Contracting Party (which is wholly owned by the Lafayette Public Trust Financing Authority, a political subdivision of the State of Louisiana) is the owner of the following described property (the "Property"), to-wit:

That certain 0.07 acre tract of land more fully described and identified in that certain Map of Survey Showing Property and Improvements to be Acquired by the Lafayette Parish Trust Financing Authority, being Tract 3 (0.07 acre) of Lafayette Centré Development District, bearing municipal address of 219 E. Vermilion Street, Lafayette, Louisiana, such Map of Survey being dated May 31, 2013, and being attached to that certain Notarial Act of Correction dated and recorded June 26, 2014, under File No. 2014-00023679, of the public records of Lafayette Parish, Louisiana.

WHEREAS, Contracting Party desires to develop its Property in order to promote, encourage, support or enhance recreation, leisure, social engagement and culture in

Parc Sans Souci, and has requested of LCG to permit the creation, construction, use and maintenance of an exterior patio deck to be affixed to the building on the property (the "Building"), which will extend onto a portion of ParcLand as will be delineated on a plat or sketch to be submitted by Contracting Party and approved by LCG (the "Project");

WHEREAS, LCG desires to cooperate with the Contracting Party in the implementation of the Project;

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that, "for a public purpose, the state and its political subdivisions . . . may engage in cooperative endeavors with each other, . . . or with any public or private association, corporation, or individual";

WHEREAS, the value of the proposed benefits to be recognized and enjoyed by LCG resulting from the Project are projected to exceed the value of the use of the property by Contracting Party; such benefits include:

- (a) a rich and dynamic visual, cultural and artistic experience for the downtown area of the City of Lafayette;
- (b) enhanced development of a historical landmark;
- (c) facilitation of economic, cultural and community development in the downtown area of the City of Lafayette; and
- (d) increases in taxes.

WHEREAS, for the public health, safety and welfare of the City of Lafayette, LCG desires enter into this Agreement with the Contracting Party to set forth the responsibilities and the obligations of the parties to facilitate the implementation of the Project for the public purpose of promoting, encouraging, supporting or enhancing recreation, leisure, social engagement and culture in Parc Sans Souci.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree, as follows:

Scope of Services

Contracting Party hereby agrees to furnish the following services:

- (a) To develop and formulate plans and specifications for the construction of an exterior patio deck to be affixed to the Building, which patio deck shall be constructed on and over a designated portion of ParcLand as will be delineated on a plat or sketch, attached hereto as "Exhibit A," and to be submitted by Contracting Party and approved by LCG, with

such plans to describe and identify the material to be used in construction, as well as the painting of such material, and submit such plans to the Director of Public Works of LCG (the "Director") for review and approval;

- (b) Upon approval of the Director, to make application to the Department of Community Development and Planning for approval of such plans, and issuance of the necessary permit(s) for the work;
- (c) Upon receipt of the necessary permit(s), to undertake at its sole cost, risk and expense the work necessary to construct the patio deck in accordance with the approved plans, Contracting Party obligating itself to pay all bills and expenses associated with such construction, and to ensure that no liens are filed against the Property or ParcLand;
- (d) To submit to the Director, after construction of the patio deck is completed, an "as built" survey depicting and delineating the actual size and dimensions of the patio deck; and
- (e) To maintain the constructed patio deck in good working condition and appearance during the term of this Agreement.

Occupancy

The Contracting Party shall lease the Building on the Property for the purpose of operating a business commensurate with the operation of Parc Sans Souci, the historical nature of the Building and that promotes the objectives and purposes noted above in the seventh Whereas clause hereof. The Director shall be notified in advance as to any proposed change in ownership, occupancy or management of the anticipated tenant of the Building.

Compliance with Laws

All uses made of the exterior patio deck, once constructed, shall be in full compliance with all applicable laws and ordinances relative to crowd, size, and sound. All constructions or improvements made on the Property or on ParcLand shall be in full compliance with the Americans With Disabilities Act of 1990, as amended (42 U.S.C.A. § 12101, *et seq.*). Any failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

Maintenance Obligations

There shall be no extension, enlargement or material alteration of the patio without the prior consent of the Director. Contracting Party shall ensure that any tenant or occupant of the Building shall maintain all areas adjacent to the portion of ParcLand committed by this Agreement free of litter, debris, trash or vermin, pests or parasites. Failure to abide these requirements shall be a cause for termination of this Agreement.

Termination for Cause

LCG may terminate this Agreement for cause based upon the failure of the Contracting Party to comply with the terms and/or conditions of the Contract; provided, however, that LCG shall give the Contracting Party written notice specifying the Contracting Party's failure. If, within thirty (30) days after receipt of such notice, the Contracting Party shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith and thereafter proceeded diligently to complete such correction, then LCG may, at its option, place the Contracting Party in default and this Agreement shall terminate on the date specified in such notice.

Termination for Convenience

LCG may terminate the Agreement at any time by giving sixty (60) days' written notice to the Contracting Party.

Nonassignability

The Parties understand and agree that this Agreement shall be assigned to the Downtown Development Authority once the Contracting Party has completed the Project. Other than that Assignment, Contracting Party shall not in any manner or form transfer or assign any interest in this Agreement without the prior written consent of LCG through the Director.

Term of Contract

This Agreement shall begin on the date of execution hereof, and shall terminate on the sixtieth day after commercial operations of the tenant of the Building should cease.

Fiscal Funding

The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the City Council. If the City Council fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if such appropriation is reduced by the veto of the Mayor-President or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

IN WITNESS WHEREOF, the parties have executed this Agreement at Lafayette, Louisiana, on the day, month and year first written above.

WITNESSES:

LAFAYETTE CITY-PARISH
CONSOLIDATED GOVERNMENT

By: _____
Monique B. Boulet
Mayor-President

SANS SOUCI, LLC

By: _____
Alex Lazard
Executive Director

STATE OF LOUISIANA

PARISH OF LAFAYETTE

On this _____ day of _____, 2024, before me appeared MONIQUE B. BOULET, to me personally known, who, being by me duly sworn, did say that she is the Mayor-President of LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT (the "City-Parish"), and that said instrument was signed by her on behalf of said City-Parish by authority of the Lafayette City Council and said MONIQUE B. BOULET, acknowledged said instrument to be the free act and deed of said City-Parish.

NOTARY PUBLIC

Print Name: Patrick S. Ottinger

Notary Identification No. 08727

STATE OF LOUISIANA

PARISH OF LAFAYETTE

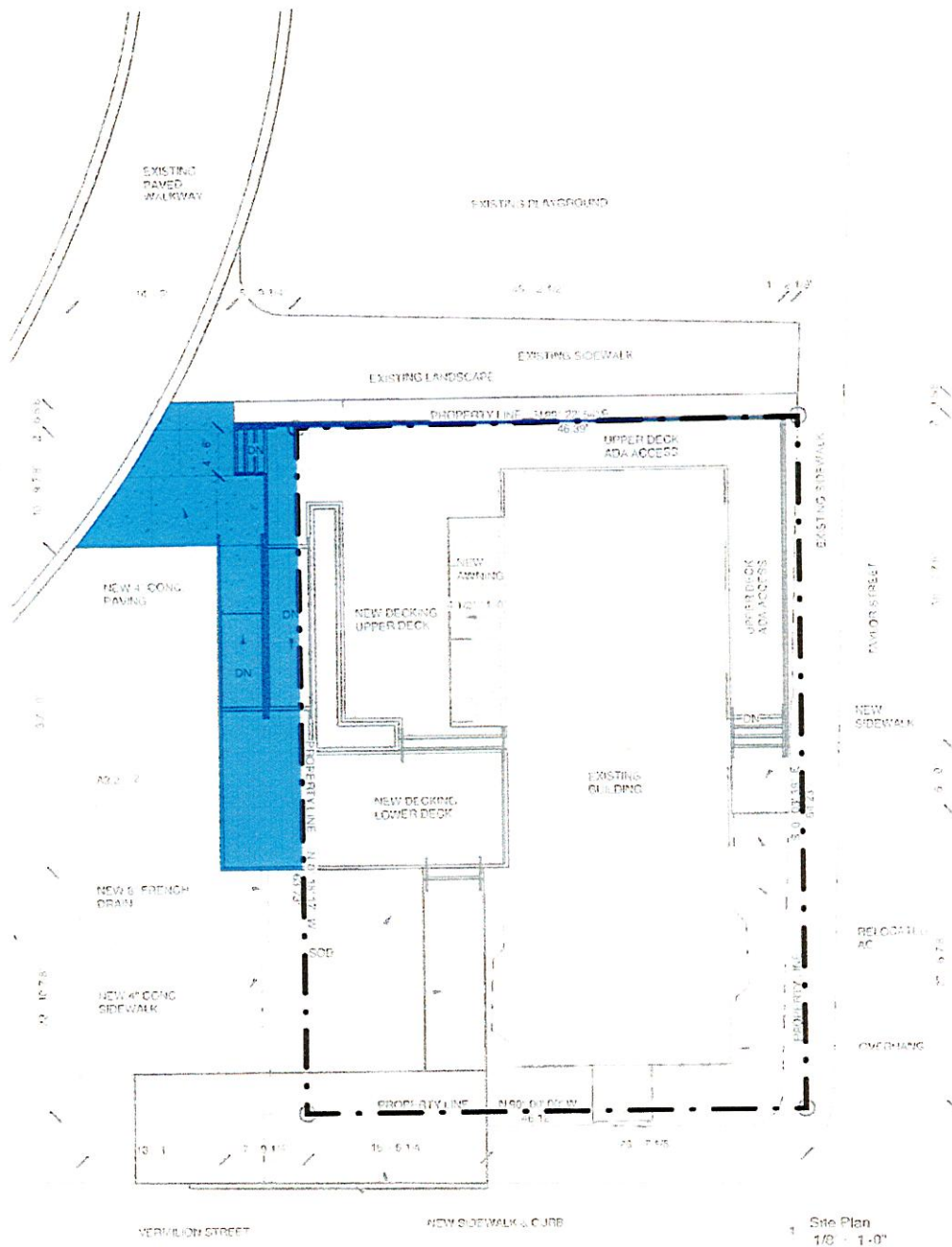
On this _____ day of _____, 2024, before me appeared ALEX LAZARD, to me personally known, who, being by me duly sworn, did say that he is the Manager of SANS SOUCI, LLC, and that said instrument was signed by him on behalf of said limited liability company by authority of its Managers and Members, and said ALEX LAZARD acknowledged said instrument to be the free act and deed of said limited liability company.

NOTARY PUBLIC

Print Name: _____

Notary Identification No. _____

EXHIBIT A



1 Site Plan
1/8" = 1'-0"

EXISTING SITE PLAN INFORMATION FROM SURVEY BY A. E. MONTAGNY, DATED MAY 31, 2014

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 a Cooperative Endeavor Agreement by and between Lafayette City-Parish Consolidated Government and Sans Souci, LLC Concerning Parc Sans Souci

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

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

4) **REQUESTED ACTION OF COUNCIL:**

A) INTRODUCTION: November 4, 2024

B) FINAL ADOPTION: November 18, 2024

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

A) Cover Memo (1 page)

B) Submittal Form (1 page)

C) Ordinance (2 pages)

D) Cooperative Endeavor Agreement (8 pages)

6) **FISCAL IMPACT:**

Fiscal Impact (Explain)

No Fiscal Impact

RECOMMENDED BY:



PATRICK S. OTTINGER
LEGAL

APPROVED FOR AGENDA:



RACHEL GODEAUX
CHIEF ADMINISTRATIVE OFFICER

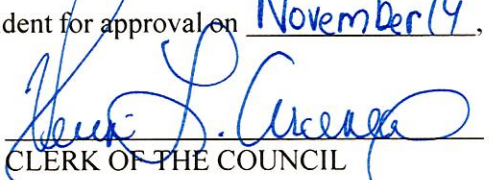
DISPOSITION OF ORDINANCE NO. CO-177-2024

1. This ordinance was introduced: November 4, 2024
YEAS: Broussard, Naquin, Hebert, Hooks, Boudreaux
NAYS: None
ABSENT: None
ABSTAIN: None

Final disposition by Council: November 18, 2024
YEAS: Broussard, Naquin, Hebert, Hooks, Boudreaux
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 November 8, 2024.

3. This ordinance was presented to the Mayor-President for approval on November 19, 2024, at 9:30 o'clock a.m.


CLERK OF THE COUNCIL

4. Disposition by Mayor-President:

I hereby:

A. Approve this ordinance, the 20 day of November, 2024, at 1:10 o'clock p.m.

B. Veto this ordinance, the _____ day of _____, 2024, at _____ o'clock ____m., veto message is attached.

C. Line item veto certain items this _____ day of _____, 2024, at _____ o'clock ____m., veto message is attached.


MAYOR-PRESIDENT

5. Returned to Council Office with veto message on November 20, 2024, at 1:36 o'clock p.m.

6. Reconsideration by Council (if vetoed):

On _____, 2024, 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 _____, 2024, 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 22, 2024.

