

CITY ORDINANCE NO. CO-037-2025

AN ORDINANCE OF THE LAFAYETTE CITY COUNCIL ACCEPTING OWNERSHIP ON BEHALF OF THE CITY OF LAFAYETTE FOR US/167 JOHNSTON STREET FROM AMBASSADOR CAFFERY PARKWAY TO N COLLEGE ROAD AND BERTRAND DRIVE FROM JOHNSTON STREET TO N COLLEGE ROAD AND RELINQUISHING AMBASSADOR CAFFERY PARKWAY FROM JOHNSTON STREET TO BERTRAND DRIVE TO THE STATE OF LOUISIANA, DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT FOR THE OPERATION AND MAINTENANCE OF SAME IN THOSE CERTAIN PROPERTIES DESCRIBED HEREIN AND AUTHORIZING THE LAFAYETTE MAYOR-PRESIDENT TO EXECUTE ALL DOCUMENTS NECESSARY TO CARRY OUT THE DICTATES OF THIS ORDINANCE

BE IT ORDAINED by the Lafayette City Council, that:

WHEREAS, the Lafayette City Council desires to accept ownership, on behalf of the City of Lafayette, of whatever rights the State of Louisiana, through the Department of Transportation and Development ("DOTD" or "Department"), may own, with the exception of any and all mineral rights, in and to the properties described in ATTACHMENT A (the "DOTD Properties") and agrees to accept all future rights, obligations and liabilities, including, but not limited to, all future operation, maintenance, and repairs associated therewith, for the Properties' operation and maintenance as city streets; and

WHEREAS, the Lafayette City Council desires to relinquish ownership, on behalf of the City of Lafayette, of whatever rights it may own, with the exception of any and all mineral rights, in and to the properties described in ATTACHMENT B (the "LCG Properties") and agrees to relinquish all future rights, obligations and liabilities, including, but not limited to, all future operation, maintenance, and repairs associated therewith, to the State of Louisiana; and

WHEREAS, the Lafayette City Council desires to accept ownership, on behalf of the City of Lafayette, of said Properties, at the proper time and under the conditions described in ATTACHMENT C (the "Conditions").

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 City Council hereby accepts ownership, on behalf of the City of Lafayette, of whatever rights the Department may own in and to the properties described in ATTACHMENT A, provided the State of Louisiana, Department of Transportation and Development complies with the conditions described in ATTACHMENT C.

SECTION 3: The Lafayette City Council hereby relinquishes ownership, on behalf of the City of Lafayette, of whatever rights it may own in and to the properties described in

ATTACHMENT B, provided the State of Louisiana, Department of Transportation and Development complies with the conditions described in ATTACHMENT C.

SECTION 4: The Lafayette Mayor-President is hereby authorized to execute any and all documents, including but not limited to an Intergovernmental Agreement, together with any amendments or necessary modifications thereto, necessary to effectuate the transfer of the properties upon the satisfaction of the conditions, as well as any and all other documents, including but not limited to, agreements, budget adjustments and revisions, together with any amendments or necessary modifications thereto, necessary to carry out the dictates of this ordinance.

SECTION 5: All ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed.

SECTION 6: 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.

* * * * *

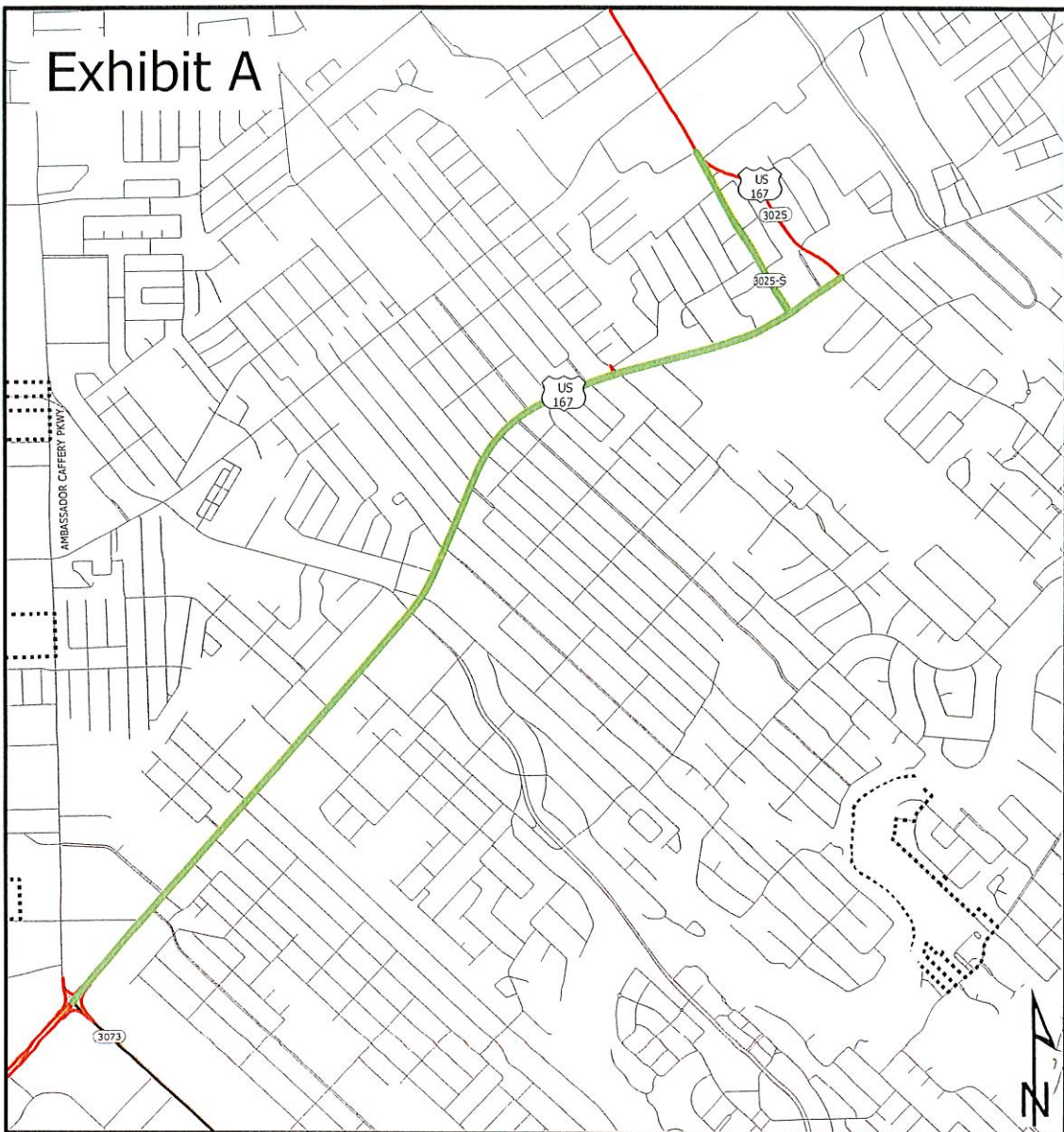
ATTACHMENT A

Segment I: The portion of state route US 167 (Johnston Street), beginning at the junction of LA 3073 & Ambassador Caffery Parkway and proceeding northeasterly approximately 3.07 miles to its junction with LA 3025 (N College Road); in its current condition and inclusive of all traffic signals except for those located at junction of US 167 with LA 3073 & Ambassador Caffery Parkway and at the junction of US 167 and LA 3025; and inclusive of the bridges located at US 167 over Coulee Mine and US 167 over a canal just southwest of Gloucester Road, and inclusive of the drainage structure located at US 167 over a canal just southwest of W Brentwood Boulevard..

Segment II: The portion of LA 3025-S (Bertrand Drive), beginning at the junction of US 167 (Johnston Street) and proceeding northwesterly approximately 0.53 miles to LA 3025 (N College Road); in its current condition and inclusive of all traffic signals except for that located at the junction of LA 3025 and LA 3025-S

Both are further identified in the map attached as Exhibit "A".

Exhibit A



LOCATION MAP
LAFAYETTE PARISH

US 167 (080-02)
LA 3025-S (828-38)

0 0.2 0.4 0.6
Miles

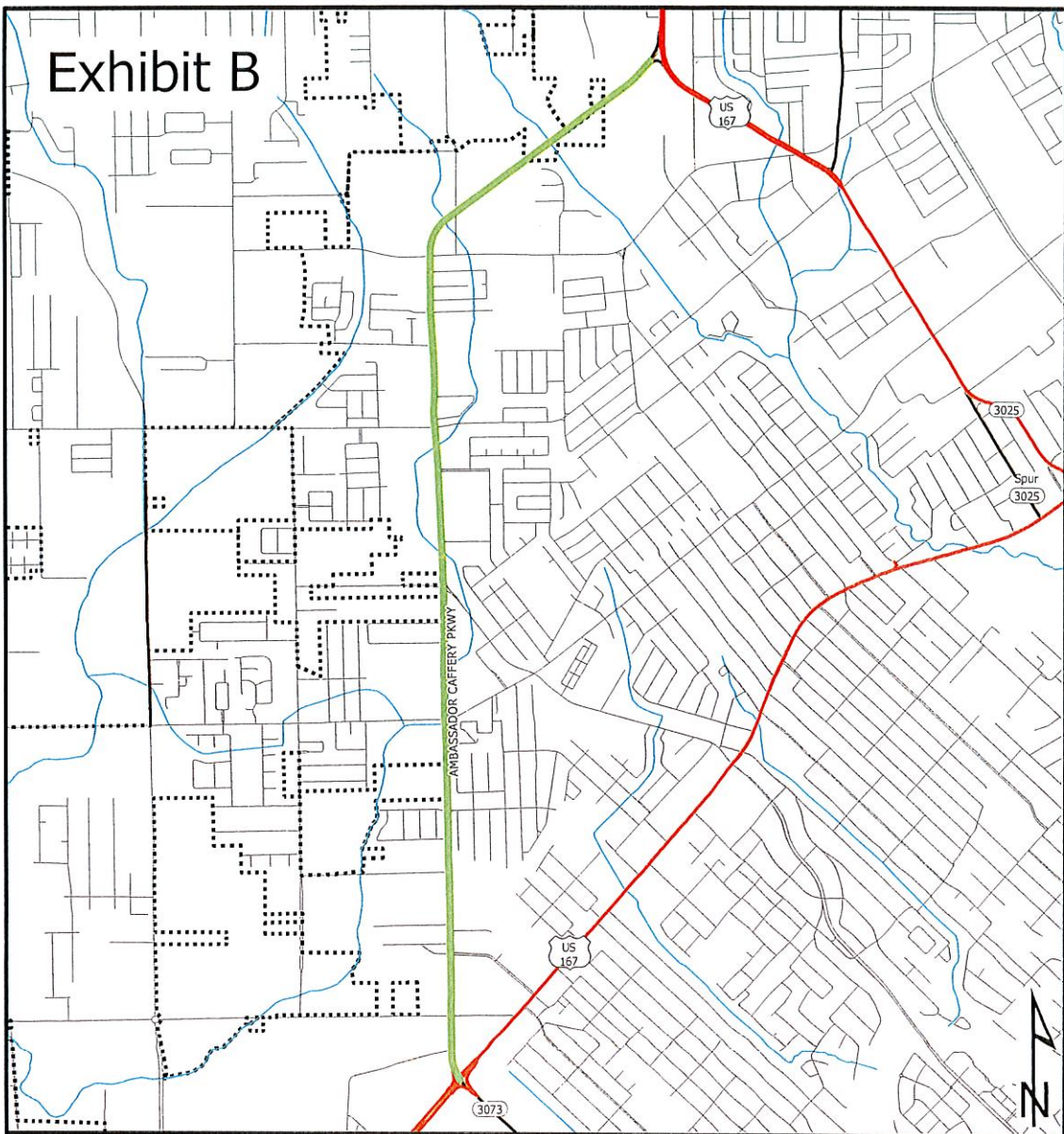


ATTACHMENT B

Segment III: The portion of Ambassador Caffery Parkway from its intersection with state route LA 3025 (Johnston Street) proceeding northwest approximately 3.87 miles to its junction with US 167 (Bertrand Drive) and further identified in the map attached as Exhibit "B"; in its current condition and inclusive of all the traffic signals along the route and inclusive of the drainage structures located at Ambassador Caffery Parkway over Coulee Mine, Ambassador Caffery Parkway over a stream just west of Galbert Road, Ambassador Caffery Parkway over a stream just south of Dulles Drive, Ambassador Caffery Parkway over a stream just south of Lemoine Drive, and Ambassador Caffery Parkway over a stream just south of W Congress Street.

Further identified in the map attached as Exhibit "B".

Exhibit B



LOCATION MAP
LAFAYETTE PARISH

Ambassador Caffery
Pkwy

0 0.25 0.5 0.75
Miles

DOTD
LOUISIANA DEPARTMENT OF
TRANSPORTATION & DEVELOPMENT

ATTACHMENT C

INTERGOVERNMENTAL COOPERATIVE ENDEAVOR AGREEMENT
between the
STATE OF LOUISIANA
through the
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
and
LAFAYETTE CONSOLIDATED GOVERNMENT
US 167 Road Exchange

This **INTERGOVERNMENTAL COOPERATIVE ENDEAVOR AGREEMENT** ("Agreement"), is made and entered into this ____ day of _____, 20__, in duplicate originals, by and between the State of Louisiana, through the Department of Transportation and Development ("DOTD" or "Department"), represented herein by its Secretary, and the Lafayette Consolidated Government (sometimes referred to hereinafter as "Entity"), a political subdivision of the State of Louisiana, represented herein by its Mayor-President, for the public purposes hereinafter declared. DOTD and Entity are each sometimes referred to as "Party" or collectively as "Parties".

WITNESSETH:

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that, "[f]or 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;" and

WHEREAS, the actions and agreements provided for herein promote greater efficiency in the performance of DOTD's mandated functions, as set forth in La. R.S. 48:21, *et seq.*, and La. R.S. 48:191 – 193, in particular; and

WHEREAS, in La. R.S. 48:224.1 authorizes the secretary to exchange one or more roads on the state highway system for one or more roads on a parish or municipal road system; and

WHEREAS, in an effort to revitalize and reimagine the intra-urban multi-modal connectivity on US 167 through local improvements; and

WHEREAS, the Lafayette Consolidated Government wishes to cooperate with DOTD in its aforesaid efforts under the terms and conditions as set forth herein below; and

WHEREAS, Entity and its Mayor-President, by resolving to and entering into this Agreement, hereby request the proposed transfer of the ownership, operation, and maintenance of certain property, as set forth herein below, and pursuant to Ordinance Number _____, authorizing Entity to enter into this Agreement with DOTD for the transfer of said property, a copy of which is attached hereto and made a part hereof by reference as "Exhibit 1", which Ordinance evidences Entity's willingness to accept same as a binding agreement pursuant to La. R.S. 48:224.1; and

WHEREAS, by entering into this Agreement, the Secretary accepts the provisions of Resolution No. _____, in accordance with La. R.S. 48:224.1; and

WHEREAS, as part of said exchange, DOTD desires to relinquish ownership of whatever rights it has, with the exception of any and all mineral rights, in and to certain property, as set forth herein below, in favor of Entity; and

WHEREAS, DOTD has determined that the conditions and requirements for the proposed road exchange are acceptable, that there is equity in the obligations exchanged, and that the mission of DOTD and the interests of the citizens of the State of Louisiana are best served by the exchange of rights and obligations contained herein.

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

ARTICLE I PURPOSE

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

1.2 DOTD agrees that it shall relinquish ownership of whatever rights it has, with the exception of any and all mineral rights, in and to the following described property (hereinafter, "Property") and all future liabilities, including, but not limited to, all future operation, maintenance, and repairs, associated therewith to Entity, and Entity agrees that it shall accept same:

Segment I: The portion of state route US 167 (Johnston Street), beginning at the junction of LA 3073 & Ambassador Caffery Parkway and proceeding northeasterly approximately 3.07 miles to its junction with LA 3025 (N College Road); in its current condition and inclusive of all traffic signals except for those located at junction of US 167 with LA 3073 & Ambassador Caffery Parkway and at the junction of US 167 and LA 3025; and inclusive of the bridges located at US 167 over Coulee Mine and US 167 over a canal just southwest of Gloucester Road, and inclusive of the drainage structure located at US 167 over a canal just southwest of W Brentwood Boulevard..

Segment II: The portion of LA 3025-S (Bertrand Drive), beginning at the junction of US 167 (Johnston Street) and proceeding northwesterly approximately 0.53 miles to LA 3025 (N College Road); in its current condition and inclusive of all traffic signals except for that located at the junction of LA 3025 and LA 3025-S

Both are further identified in the map attached as Exhibit "A".

1.3 The Lafayette Consolidated Government agrees that it shall relinquish ownership of whatever rights it may own, with the exception of any and all mineral rights, in and to the following described property and all future liabilities, including, but not limited to, all future operation, maintenance, and repairs, associated therewith to the State of Louisiana, and the State of Louisiana agrees that it shall accept same:

Segment III: The portion of Ambassador Caffery Parkway from its intersection with state route LA 3025 (Johnston Street) proceeding northwest approximately 3.87 miles to its junction with US 167 (Bertrand Drive) and further identified in the map attached as Exhibit "B"; in its current condition and inclusive of all the traffic signals along the route and inclusive of the drainage structures located at Ambassador Caffery Parkway over Coulee Mine, Ambassador Caffery Parkway over a stream just west of Galbert Road, Ambassador Caffery Parkway over a stream just south of Dulles Drive, Ambassador Caffery Parkway over a stream just south of Lemoine Drive, and Ambassador Caffery Parkway over a stream just south of W Congress Street.

ARTICLE II RESPONSIBILITIES OF THE PARTIES

2.1 Responsibilities of DOTD

2.1.1 DOTD hereby agrees to transfer ownership of each of the above described segments of the Property in their current condition by executing for each an Act of Transfer and Acceptance transferring the Property. DOTD shall record each of the said Acts of Transfer and Acceptance in the conveyance records for the Parish of Lafayette, State of Louisiana, and shall provide Entity with a certified copy of same, and no additional monitoring of the Property by DOTD will be performed due to the Property's future maintenance as a municipal route.

2.2 Responsibilities of Entity

2.1.1 Entity hereby agrees, to transfer ownership of each of the above described segments of the Property in their current condition by executing for each an Act of Transfer and Acceptance transferring the Property. Entity shall record each of the said Acts of Transfer and Acceptance in the conveyance records for the Parish of Lafayette, State of Louisiana, and shall provide DOTD with a certified copy of same, and no additional monitoring of the Property by Entity will be performed due to the Property's future maintenance as a state route.

2.2.2 Entity hereby agrees to provide notification of this exchange to public utilities and other holders of recorded right-of-way agreements or permits affected by the transfers contemplated herein.

2.2.3 Entity represents that it has notified each member of the state legislature in whose district the Property is located of this exchange; and by execution of this Agreement, Entity further represents it has received approval from a majority of the state legislative delegation from the parish of Lafayette to participate in the road exchange contemplated herein.

2.2.4 Entity shall execute any documents necessary to effectuate the transfer of the ownership of each portion of roadway in their current condition, and shall accept all future liability, including, but not limited to, all future operation, maintenance, and repairs, associated with the ownership, operation and maintenance of the Property described herein above as a municipal route.

2.2.5 Entity hereby agrees that, in the event Entity fails to execute any transfer and acceptance required for or contemplated by this Agreement regarding any portion of roadway owned by Entity prior to the term of this Agreement that is taken into the state highway system pursuant to this Agreement, said portion of roadway shall revert back to Entity in full ownership as part of Entity's system of roads.

ARTICLE III TERM

This Agreement shall be effective on the date first written above and shall remain in effect until all obligations contained herein have been performed, unless terminated earlier in accordance with Articles IV, VIII, or written mutual consent of the parties.

ARTICLE IV TERMINATION

4.1 Termination for Cause. DOTD or Entity may terminate this Agreement for cause based upon the failure of the other party to comply with the terms and conditions of the Agreement, provided that the party wishing to terminate 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 shall not have either corrected such failure or thereafter proceeded diligently to complete such correction, then 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 such notice.

4.2 Termination for Convenience. This Agreement may be terminated by mutual consent of the Parties which requires a written agreement executed by the Parties hereto.

ARTICLE V OWNERSHIP OF DOCUMENTS

All records, reports, documents and other material delivered or transmitted to Entity by DOTD shall remain the property of DOTD and shall be returned by Entity to DOTD, at Entity's expense, at termination or expiration of this Agreement.

ARTICLE VI ASSIGNMENTS

Neither party may assign any interest in this Agreement by assignment, transfer, or novation without prior written consent of the other party.

ARTICLE VII AUDITORS

It is hereby understood and agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration, auditors shall have the option of auditing all accounts of Entity and DOTD that relate to this Agreement. Entity shall be audited in accordance with La. R.S. 24:513.

ARTICLE VIII FUNDING CERTIFICATION

The execution of this Agreement shall serve as certification by DOTD of the availability of funds sufficient to fulfill the requirements of the Agreement, as of the date written above. Nonetheless, the continuation of this agreement is subject to the conditions of Article IX herein.

ARTICLE IX FISCAL FUNDING AND APPROVAL CONTINGENCIES

The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Legislature. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if such appropriation is reduced by veto of the Governor 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. The continuation of this Agreement is also conditioned upon the approval of the director of the Office of State Procurement or the Commissioner of Administration.

ARTICLE X INDEMNIFICATION

Entity shall indemnify and save harmless 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 Entity, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include the DOTD's fees and costs of litigation, including, but not limited to, reasonable attorneys' fees.

ARTICLE XI DISCRIMINATION CLAUSE

11.1 The parties agree to abide by the requirements of the following as applicable: Titles VI and Title VII of the Civil Rights Act of 1964, as amended; the Equal Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, as amended, and Title II of the Genetic Information Nondiscrimination Act of 2008.

11.2 The parties agree not to discriminate in employment practices, and shall render services under this contract without regard to race, color, age, religion, sex, national origin, veteran status, genetic information, political affiliation, or disabilities.

11.3 Any act of discrimination committed by either party, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this Agreement.

ARTICLE XII SEVERABILITY

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 invalid or unenforceable, the remainder of this Agreement, or the application 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 of the law.

ARTICLE XIII ENTIRE AGREEMENT/MODIFICATIONS

This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties on the same subject matter. No representations were made or relied upon by either party, other than those that are expressly set forth herein. Any modification or amendment of this Agreement shall be valid only when it has been reduced to writing and executed by both parties and approved by the Director of the Office of State Procurement, or the Commissioner of Administration, as appropriate.

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. In the event of default by either party, the aggrieved party shall have all rights granted by the general laws of the State of Louisiana.

14.2 DOTD and Entity shall comply with all applicable federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (La. R.S. 42:1101 *et seq.*) in carrying out the provisions of this Agreement.

14.3 The exclusive venue for any suit arising out of this Agreement shall be in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, State of Louisiana.

ARTICLE XV
PROVISION REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the agreement shall forthwith be amended to make such insertion or correction.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first written above.

WITNESSES:

**LAFAYETTE CONSOLIDATED
GOVERNMENT**

(Witness for First Party)

By: _____
Monique B Boulet, Mayor-President

(Witness for First Party)

WITNESSES:

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

(Witness for Second Party)

By: _____
Terrence J. Donahue, Jr., Secretary

(Witness for Second Party)

RECOMMENDED FOR APPROVAL

By: _____
Division Head



Internal Memorandum

Public Works Department
Director's Office (5200)

TO: Rachel Godeaux

DATE: April 3, 2025

FROM: Warren Abadie

SUBJECT: City Council Agenda Item
US 167 Johnston Street – Ambassador Caffery Road Exchange

Attached is an ordinance accepting ownership of Johnston Street from Ambassador Caffery Pkwy to S College Dr from the State of Louisiana, through the Department of Transportation and Development ("DOTD"), agreeing to accept all future rights, obligations and liabilities, including, but not limited to, all future operation, maintenance, and repairs associated therewith. Furthermore, the agreement will relinquish ownership of Ambassador Caffery Parkway from Johnston St to Bertrand Dr to the DOTD, and DOTD agrees to accept all future rights, obligations and liabilities, including, but not limited to, all future operation, maintenance, and repairs associated therewith.

The attached is being submitted as a City Ordinance as the property is located in the City.

If you approve, please place this on the City Council agenda to be introduced on Tuesday, April 22nd.

Please let me know if you should have any questions or need additional information.

A handwritten signature in blue ink, appearing to read "Warren Abadie", is written over a horizontal line.

Warren Abadie
Director of Public Works

WA/lv

Attachments

c: Project File #

RECEIVED

APR 03 2025

OFFICE OF THE CAO

LAFAYETTE CITY COUNCIL MEETING

AGENDA ITEM SUBMITTAL FORM

1) JUSTIFICATION FOR REQUEST An ordinance of the Lafayette City Council accepting ownership on behalf of the City of Lafayette for US/167 Johnston Street from Ambassador Caffery Parkway to N College Road and Bertrand Drive from Johnston Street to N College Road and relinquishing Ambassador Caffery Parkway from Johnston Street to Bertrand Drive to the State of Louisiana, Department of Transportation and Development for the operation and maintenance of same in those certain properties described herein and authorizing the Lafayette Mayor-President to execute all documents necessary to carry out the dictates of this ordinance.

2) ACTION REQUESTED: Adoption of Ordinance

3) COUNCIL DISTRICT(S) (if applicable): _____

If this involves a budget revision, please complete a budgetary revision form.

4) REQUESTED ACTION OF COUNCIL:

A) INTRODUCTION: April 22, 2025

B) FINAL ADOPTION: May 6, 2025

5) DOCUMENTATION INCLUDED WITH THIS REQUEST:

A) Cover letter (1 page)

B) Submittal Form (1 page)

C) Ordinance (2 pages)

D) Attachments A & B (4 pages)

E) Attachment C – State Agreement/CEA (7 pages)

6) FISCAL IMPACT:

_____ Fiscal Impact (Explain)

X _____ No Fiscal Impact

RECOMMENDED BY:



WARREN ABADIE
DIRECTOR OF PUBLIC WORKS

APPROVED FOR AGENDA:



RACHEL GODEAUX
CHIEF ADMINISTRATIVE OFFICER