

ORDINANCE NO. JO-053-2025

**A JOINT ORDINANCE OF THE LAFAYETTE CITY COUNCIL AND THE LAFAYETTE PARISH COUNCIL AMENDING THE FY 24/25 OPERATING AND CAPITAL BUDGETS OF THE LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT, RECOGNIZING REVENUES IN THE AMOUNT OF \$5,000,000 RECEIVED FROM THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT (DOTD), APPROPRIATING WITHIN THE TRAFFIC, ROADS, AND BRIDGES DEPARTMENT, TRAFFIC ENGINEERING DIVISION, AUTHORIZING THE LAFAYETTE MAYOR-PRESIDENT TO EXECUTE CONTRACTS WITH THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT (DOTD) FOR THE PROJECT (H.016577) LA 733 (E. BROUSSARD) @ VINCENT ROAD ROUNDABOUT AND DECLARING THE PROJECT A PUBLIC NECESSITY, AUTHORIZING THE ACQUISITION OF THE NECESSARY RIGHTS-OF-WAY, IMMOVABLE PROPERTY AND OTHER PROPERTY RIGHTS REQUISITE TO THE CONSTRUCTION OF SAID PROJECT, EITHER ON AN AMICABLE BASIS OR THROUGH THE PROPER USE OF THE EXPROPRIATION PROCESS, IF NECESSARY**

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

**WHEREAS**, the Lafayette City Council and Lafayette Parish Council have declared the Project, H.016577, LA 733 (E. Broussard) @ Vincent Road Roundabout (hereinafter referred to as "Project") a public necessity; and

**WHEREAS**, the public purpose to be served by the construction of said Project is to provide for the improvement of vehicle access, as well as, public safety; and

**WHEREAS**, the proposed Project limits are shown on the attached Exhibit "A" and will primarily entail, but may not be entirely limited to, the design and construction of a roundabout, sidewalks, lighting, pavement rehabilitation; and

**WHEREAS**, engineering work has progressed to a point wherein it is determined that certain tracts of land or portions thereof may be required for construction of the Project.

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

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

**SECTION 2:** The FY 24/25 operating and capital budgets of the Lafayette City-Parish Consolidated Government are hereby amended, appropriating \$5,000,000 within the Traffic, Roads, and Bridges Department, Traffic Engineering Division.

**SECTION 3:** The Contract between Department of Transportation and Development and Lafayette City-Parish Consolidated Government provides funding for design, construction, rights of way, and construction engineering and inspection. Lafayette City-Parish Consolidated Government will prepare the necessary engineering plans for the project and Department of Transportation and Development will approve work within state rights of way. The funding will be transferred to Lafayette City-Parish Consolidated Government following execution of the

agreement.

**SECTION 4:** The Lafayette City Council and Lafayette Parish Council hereby authorize the Lafayette Mayor- President, or her designee, to conduct all negotiations, execute and submit all documents, including but not limited to applications, agreements, amendments, payment requests, etc., which may be necessary for the completion of the aforementioned project.

**SECTION 5:** The Lafayette Mayor-President is hereby authorized to acquire such land, immovable property, rights-of-way, servitudes, or other property rights as are determined to be necessary under good engineering standards to provide for the construction of said project; and she is authorized to do so on an amicable basis or by the proper use of the power of expropriation granted to municipalities under applicable State law. In pursuing said land, immovable property, right-of-way acquisitions, she is authorized to acquire said land, immovable property, right-of-way and to settle the matters thus presented, on such terms and conditions as she shall deem proper and in the best interest of the Lafayette City-Parish Consolidated Government.

**SECTION 6:** All ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed.

**SECTION 7:** After first having been adopted by a majority of the authorized membership of both the Lafayette Parish Council and the Lafayette City Council, this joint ordinance shall become effective upon signature of this joint ordinance by 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.

\* \* \* \* \*

**AUTHORIZATION FOR BUDGETARY REVISIONS**

FISCAL YEAR: 2025

Budget Adjustment Codes:  
Disposition of new revenues

Fund: Description:  
1890 LA DOTD WFO GRANTS

Justification:  
Recognizing \$5,000,000.00 of Louisiana Legislature Priority 1 General Obligation Bonds, LCG match is not required.

Ordinance #: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_

PROJECT STRING	DESCRIPTION	GL ACCOUNT	DESCRIPTION	ADJUSTMENT AMOUNT	CURRENT PS BUDGET	ADJUSTED BUDGET	CURRENT GL BUDGET	ADJUSTED BUDGET
EV25000760-18900099-GR11890225-493250	E.BROUSSINGENT RD #H 016577	1890-00-000-000-0699-493250-000000-000000-000000	STATE OF LA-DOTD	(5,000,000.00)	0.00	(5,000,000.00)	(15,747,610.37)	(20,747,610.37)
RS25000764-18905910-GR11890225-880000	E.BROUSSINGENT RD #H 016577	1890-00-000-000-0699-880000-000000-000000-000000	CAPITAL OUTLAY	5,000,000.00	0.00	5,000,000.00	2,429,662.60	7,429,662.60
<b>RECEIVED</b>								
<b>SEP 02 2025</b>								
<b>BUDGET MGMT.</b>								
<b>SEP 18 2025</b>								
<b>LAfayette Consolidated Government Finance &amp; Management/CEO</b>								
<b>0.00</b>								

Total Adjustments

Note: Revenue is a credit account therefore an increase is a credit (minus) and a decrease is a debit (plus). Expense is a debit account therefore an increase is a debit (plus) and a decrease is a credit (minus).

Reserve Balance (Budget Use Only)

Operating Funds

Reserve

Accum Use of P.Y. Fund Balance

Transfer No. \_\_\_\_\_

Balance After This Transfer \_\_\_\_\_

DIVISION HEAD Jason Smith DATE 8-29-25

RS 9-2-25

BUDGET MANAGEMENT OFFICER Dwain B. Dwyler DATE 9/18/25

MAYOR-PRESIDENT \_\_\_\_\_ DATE \_\_\_\_\_

dyg 9/2/25

JK 9.10.25

**INTERGOVERNMENTAL AGREEMENT**  
**Between the**  
**STATE OF LOUISIANA**  
**Through the**  
**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**  
**AND**  
**LAFAYETTE CONSOLIDATED GOVERNMENT**

**State Project No. H.016577, LA 733 @ Vincent Road Roundabout**

This **INTERGOVERNMENTAL AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, in duplicate originals, by and between the State of Louisiana, through the Louisiana Department of Transportation and Development (“DOTD”) and Lafayette Consolidated Government (“Lafayette”), for the public purposes stated herein.

**WITNESSETH:**

**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 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**, pursuant to the provisions of Act 2 of the 2025 Regular Legislative Session of the Louisiana Legislature, Priority 1 General Obligation Bonds in the amount of Five Million Dollars (\$5,000,000.00) is appropriated to DOTD and granted a Cash Line of Credit by the State Bond Commission during its July 2025 meeting for Intersection Improvements (Roundabouts) Planning and Construction in Lafayette Parish, Louisiana;

**WHEREAS**, DOTD, as custodian of this appropriation, desires to provide this funding to Lafayette for the construction of Intersection Improvements (Roundabouts) Planning and Construction (“Intersection Improvements”); and

**WHEREAS**, Lafayette is willing to accept such funding for use in planning, designing, and constructing the Intersection Improvements; and

**WHEREAS**, DOTD and Lafayette desire to enter into this Agreement to define their respective duties and obligations regarding the Intersection Improvements; and

**WHEREAS**, each party has determined that it is receiving an equivalent value in exchange for the rights created and obligations exchange herein; and

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

**ARTICLE I**  
**SCOPE AND PURPOSE**

- 1.1 The recitals set forth above are incorporated herein and expressly made part of this Agreement.
- 1.2 The purpose of this Agreement is to establish the terms and conditions applicable to the legislative appropriation and the performance of the parties' responsibilities relative to utilizing the appropriated funds for the Intersection Improvements.

**ARTICLE II**  
**RESPONSIBILITIES OF THE PARTIES**

- 2.1 DOTD shall disburse to Lafayette the Five Million Dollars (\$5,000,000.00) appropriated in General Obligation Bonds Priority 1 by Act 2 of the 2025 Regular Legislative Session and granted a Cash Line of Credit by the State Bond Commission during its July 2025 meeting for Intersection Improvements (Roundabouts) in Lafayette Parish, Louisiana.
- 2.2 Lafayette agrees to accept the funds identified in Paragraph 2.1 for the planning and construction of a roundabout on LA 733 at the intersection of E. Broussard Road and Vincent Road. Any remaining funds shall be used for the construction of roundabouts at other intersection locations mutually agreed to by the Department and Lafayette. Lafayette shall ensure that these funds are expended solely for the purpose for which they were appropriated. Lafayette may enter into one or more contracts for the provision of services in connection with the Intersection Improvements.
- 2.3 Upon request, Lafayette shall provide to DOTD all documents and records pertaining to Lafayette's expenditure of the funds disbursed pursuant to this Agreement and all documents or records concerning the construction of Intersection Improvements with such funds. Such records must be provided within 30 days of DOTD's request and must include contractor estimates and proof of payment by Lafayette to any contractor(s).
- 2.4 In the event that a portion of the funds provided herein are not expended at the close-out of the Intersection Improvements, Lafayette shall return such funds to DOTD within 30 days of closeout for use in accordance with the legislative appropriation and other applicable laws.
- 2.5 In the event that no expenditures are made against the funds in any three-year period, Lafayette shall return such funds to DOTD within 30 days of the expiration of the three-year period for use in accordance with the legislative appropriation and other applicable laws.

**ARTICLE III**  
**TERM AND TERMINATION**

- 3.1 The provisions of this Agreement shall be effective from the date of execution, and shall be binding upon both parties until all work is completed and accepted and all conditions have been met, unless terminated earlier in accordance with the provisions of this Agreement.
- 3.2 Either party may terminate this Agreement for cause based upon the failure of the other party to comply with the terms and/or obligations 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 notified party has not either corrected such failure, or in the case which the failure cannot be corrected within thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete the correction, then the party wishing the terminate the Agreement may place the other party in default and the Agreement shall terminate on the date specified in such notice.
- 3.3 This Agreement may be terminated for convenience by written agreement and consent of both parties.

**ARTICLE IV**  
**INDEMNIFICATION**

- 4.1 Notwithstanding anything to the contrary stipulated by any provision of this agreement and to the fullest extent permitted by the applicable law, Lafayette hereby assumes liability for and shall, at its own expense, defend, indemnify, and save harmless DOTD and any professional or other public servant employed by DOTD and any professional or consultant associated or affiliated with, or engaged contractually by DOTD, and any government or public self-insurance fund that insures DOTD ("Indemnified Party" or "Indemnified Parties"), from and against any and all claims, causes of action, rights of action, demands, or suits of action for recovery of, and all liability for, losses, lost profits, costs, compensation, general damages, special damages, or other pecuniary losses or damages, arising from or related to personal or bodily injury, compensation or payments due under contracts, and all money judgments or obligations to pay, whether or not reduced to judgment ("Indemnified Claim" or "Indemnified Claims"), arising from, resulting from, growing out of, by reason of, or related to:
- 1) the design or development of the Intersection Improvements;
  - 2) the administration of state or federal funding for the Intersection Improvements;
  - 3) the provision of construction engineering and inspection services or project management services or related activities in connection with or for purposes of the Intersection Improvements;
  - 4) the performance of any construction or other work related to the Intersection Improvements;

- 5) the strict liability, negligence, error, professional error or negligence, fault, willful misconduct, intentional tort, substandard conduct, wrongful act, or any other act or omission of any third person, including any prime contractor, general contractor, subcontractor, or the Lafayette or any professional or other consultant, elected official, employee, or other public servant employed by, associated with, or affiliated with the Lafayette, whenever the acts or conduct, set forth in this subparagraph 5, paragraph A, ARTICLE IV, are a contributing cause but not the exclusive cause of an Indemnified Claim;
- 6) any violation of applicable law or regulations including any regulation for the protection of persons or the environment;
- 7) any approval granted by DOTD or any Indemnified Party of any matter related to the Intersection Improvements; and
- 8) any claim for worker's compensation or other employment-related compensation or other benefits by any person other than an employee of DOTD.

- 4.2 Nothing herein is intended, nor shall be deemed to create, a third-party beneficiary to any obligation by DOTD herein, or to authorize any third person to have any action against any Party hereto, arising out of the Agreement.

**ARTICLE V**  
**RECORD RETENTION AND AUDITS**

- 5.1 Unless otherwise specified in this agreement, all work product, such as records, reports, documents and other material delivered or transmitted to Lafayette shall maintain the property of DOTD and shall be returned to DOTD at the termination or expiration of this Agreement, upon written request.
- 5.2 The parties shall maintain all books and records pertaining to this Agreement for a period of three (3) years from the date of termination of this Agreement, provided, however, that Lafayette must obtain written approval from DOTD prior to the disposal of any records.
- 5.3 It is hereby agreed that the Legislative Auditor of the State of Louisiana, the Office of the Governor, Division of Administration auditors, and the Lafayette Consolidated Government auditors shall have the authority to audit all records and accounts related to this Agreement.

**ARTICLE VI**  
**ASSIGNMENTS**

- 6.1 No party shall assign any interest in this Agreement by assignment, transfer, or novation without prior written consent of the other party.

**ARTICLE VII**  
**AGREEMENT AMENDMENTS AND MODIFICATIONS**

- 7.1 This Agreement may be amended or modified at any time by mutual consent of the Parties, provided, however, that any modification, amendment, alteration, variation, or waiver of any provision(s) of this Agreement shall be valid only when it has been reduced to writing and executed by both Parties.
- 7.2 This Agreement including any attachments that are expressly referred to in the Agreement, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

**ARTICLE VIII**  
**INTERPRETATION, CONTROLLING LAW, AND VENUE**

- 8.1 The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.
- 8.2 The exclusive venue for any suit arising out of this Agreement is the Nineteenth Judicial District Court for the Parish of East Baton Rouge, State of Louisiana.

**ARTICLE IX**  
**LEGAL COMPLIANCE**

- 9.1 The parties shall comply with all applicable federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Government Ethics (LSA-R.S. 42:1101, *et seq.*) in carrying out the provisions of this Agreement.

**ARTICLE X**  
**DISCRIMINATION PROHIBITED**

- 10.1 Both parties shall 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 Veteran's 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.
- 10.2 Both parties agree not to discriminate in employment practices, and shall render services under this Agreement without regard to race, color, age, religion, gender, national origin, veteran status, genetic information, political affiliation, or disabilities.
- 10.3 Any act of discrimination committed by DOTD or Grantee, or failure to comply with these statutory obligations cited in paragraph 10.1 of this Agreement, when applicable, shall be

grounds for termination of this Agreement.

**ARTICLE XI**  
**SEVERABILITY**

- 11.1 If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance 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 enforced to the fullest extent permitted by law.

**ARTICLE XII**  
**NOTICES**

- 12.1 All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (receipted for) or by placing same in the United States Mail, properly addressed and postage prepaid to:

**Contact for DOTD:**

Brent Domingue  
District 03 Engineer Administrator  
228 Rue des Voyages  
Lafayette, LA 70508  
[brent.domingue@la.gov](mailto:brent.domingue@la.gov)

**Contact for Lafayette:**

Warren Abadie  
Director of Traffic, Roads & Bridges  
101 Jefferson Street  
Suite 202  
Lafayette, LA 70501  
[WAbadie@LafayetteLA.gov](mailto:WAbadie@LafayetteLA.gov)

**ARTICLE XIII**  
**MULTIPLE ORIGINALS**

**13.1** This Agreement may be executed in two or more counterparts, and it shall not be necessary that the signatures of the parties be contained on any one counterpart hereof; each counterpart shall be deemed an original, but all of which together shall constitute the same instrument.

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

**LAFAYETTE CONSOLIDATED  
GOVERNMENT**

WITNESSES:

\_\_\_\_\_

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

\_\_\_\_\_

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

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

WITNESSES:

\_\_\_\_\_

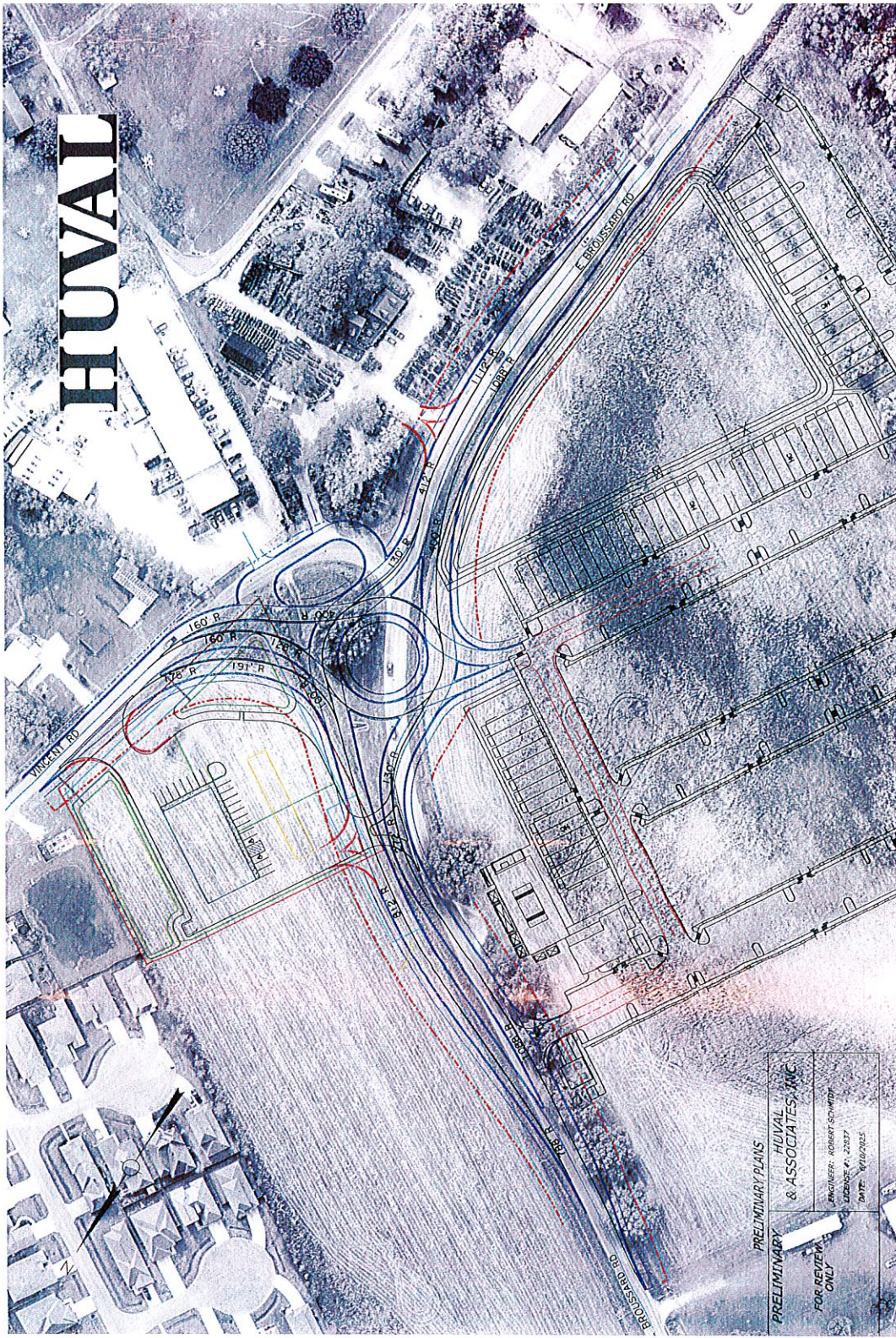
By: \_\_\_\_\_  
Secretary / Designee

\_\_\_\_\_

RECOMMENDED FOR APPROVAL:

By: \_\_\_\_\_  
Division Head

EXHIBIT A



# HUVAL

PRELIMINARY PLANS  
 HUVAL  
 & ASSOCIATES, INC.  
 ENGINEER: ROBERT SCHWYD  
 LICENSE # 2337  
 DATE: 6/10/2025

FOR REVIEW ONLY

EXHIBIT A

## Internal Memorandum

**Traffic, Roads, & Bridges Department**  
Office of the Director (5102)

**TO:** Rachel Godeaux **DATE:** September 2, 2025  
**FROM:** Warren Abadie  
**SUBJECT:** **Joint Council Ordinance**  
*Agenda Item*

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LCG in association with the Louisiana Department of Transportation and Development (DOTD) will construct a roundabout, sidewalks, lighting, and pavement rehabilitation under State Project Number H.016577, LA 733 (E. Broussard) @ Vincent Road Roundabout.

The attached Agreement with DOTD outlines the responsibilities of the parties participating in the project. DOTD is providing Five Million Dollars (\$5,000,000.00) in funding for the roundabout planning and construction. Exhibit A shows the project limits.

Additionally, this Ordinance declares the project a Public Necessity and authorizes the acquisition of any necessary rights of way or servitudes.

Should you have any questions, please do not hesitate to contact our office.



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**Warren Abadie, P.E.**  
*Director of Public Works*

WA/TS/pk

C: Project File

**RECEIVED**

SEP 10 2025

OFFICE OF THE CAO

**RECEIVED**  
SEP 18 2025

Lafayette Consolidated Government  
Finance & Management/CFO

AGENDA ITEM SUBMITTAL FORM

1) JUSTIFICATION FOR REQUEST: A Joint Ordinance of the Lafayette City Council and Lafayette Parish Council amending the FY24/25 Operating and Capital Budgets of the Lafayette City-Parish Consolidated Government, recognizing revenues in the amount of \$5,000,000 received from the Louisiana Department of Transportation and Development (DOTD) appropriating within the Traffic, Roads, and Bridges Department, Traffic Engineering Division, authorizing the Lafayette Mayor-President to execute contracts with the Louisiana Department of Transportation and Development (DOTD) for the Project (H.016577), LA 733 (E. Broussard Road) @ Vincent Road Roundabout and declaring the project a public necessity, authorizing the acquisition of the necessary rights-of-way, immovable property and other property rights requisite to the construction of said project, either on an amicable basis or through the use of the expropriation process if necessary.

2) ACTION REQUESTED: Adoption of ordinance

3) REQUESTED ACTION OF COUNCIL:

A) INTRODUCTION: October 7, 2025

B) FINAL ADOPTION: October 21, 2025

4) DOCUMENTATION INCLUDED WITH THIS REQUEST:

- A) Cover Memo from Director (1 page)
- B) Submittal Item Justification Form (1page)
- C) Ordinance (2 pages)
- D) Budget Revision (1 page)
- E) Agreement (7 pages)
- F) Attachment A (1 page)

5) FISCAL IMPACT:

  X   Fiscal Impact (Explain) Increase revenues in the amount of \$5,000,000 and appropriating within the Traffic, Roads and Bridges Department.

       No Fiscal Impact

RECOMMENDED BY:

  
\_\_\_\_\_  
Director of Public Works

APPROVED FOR AGENDA:

  
\_\_\_\_\_  
Chief Administrative Officer