CITY ORDINANCE NO. CO-111-2026

AN ORDINANCE OF THE LAFAYETTE CITY COUNCIL AUTHORIZING THE LAFAYETTE MAYOR-PRESIDENT TO ENTER INTO A DRAINAGE BETTERMENT AGREEMENT BETWEEN THE CITY OF LAFAYETTE AND TARPON SUBDIVISION, LLC TO IMPROVE THE DRAINAGE PERFORMANCE AND CAPACITY OF AN EXISTING PUBLIC DRAINAGE CHANNEL, LATERAL 1A OF COULEE DES POCHES, IN AN EFFORT TO BETTER SERVE THE ADJACENT AREA

BE IT ORDAINED by the Lafayette City Council, that:

WHEREAS, Developer owns certain immovable property to be developed into a residential subdivision and located within the 100 Blk. of Tarpon Street (hereinafter the "Subject Property"), and being described as:

> THOSE CERTAIN TRACTS OF LAND BEING LOCATED IN SECTIONS 87 OF T10S-R4E & 74 T10S-R5E, LAFAYETTE PARISH, LOUISIANA, CONTAINING A COMBINED TOTAL OF 19.41 ACRES, TOGETHER WITH ALL BUILDINGS AND IMPROVEMENTS AND THE COMPONENT PARTS THEREOF, WITH ALL RIGHTS, WAYS, PRIVILEGES AND SERVITUDES THEREUNTO APPERTAINING, BEING THE SAME PROPERTIES DESCRIBED ON THE PRELIMINARY PLAT PREPARED BY PIONEER SURVEYING DATED JUNE 2, 2025.
>
> COMMENCING AND BEGINNING AT THE SOUTHERN MOST POINT OF SOUTH RIGHT OF WAY OF TARPON STREET.
>
> THENCE, N 44 10' 11" E FOR A DISTANCE OF 25.00 FEET TO A POINT.
> THENCE, N40 39' 53" E FOR A DISTANCE OF 480.46 FEET TO A POINT.
> THENCE, S48 33' 36" E FOR A DISTANCE OF 202.30 FEET TO ½" I.R.
> THENCE, S46 18' 00" E FOR A DISTANCE OF 297.85 FEET TO ½" I.R.
> THENCE, S46 45' 07" E FOR A DISTANCE OF 50.24 FEET TO ½" I.R.
> THENCE, S46 30' 32" E FOR A DISTANCE OF 284.50 FEET TO ½" I.R.
> THENCE, S47 01' 32" E FOR A DISTANCE OF 47.51 FEET TO ½" I.R.
> THENCE, S43 25' 29" W FOR A DISTANCE OF 969.09 FEET TO ½" I.R.
> THENCE, N46 30' 23" W FOR A DISTANCE OF 236.82 FEET TO ½" I.R.
> THENCE, N46 26' 00" W FOR A DISTANCE OF 525.26 FEET TO ¼" I.R.
> THENCE, N42 53' 09" W FOR A DISTANCE OF 106.16 FEET TO ½" I.R.
> THENCE, N42 27' 46" E FOR A DISTANCE OF 450.50 FEET TO A POINT.
> THENCE, S40 54' 42" E FOR A DISTANCE OF 7.78 FEET TO THE POINT OF BEGINNING (POB).

WHEREAS, Lafayette Consolidated Government (hereinafter "LCG") has an existing public drainage channel bordering the Subject Property (Lateral 1A of Coulee des Poches W-24) which, in part, traverses along the southern boundary of Developer's property which borders the northern boundary of the existing residential subdivision known as St. Michael's Cove. Said drainage system is more fully shown on the attached Construction Plan (Exhibit B to the Drainage Betterment Agreement), labeled as Tarpon Betterment Plan - Sheet 01, prepared by Hensgens Trahan Engineering (hereafter, "Tarpon Betterment Plan"); and

WHEREAS, Developer is proceeding with the design and construction of a new residential subdivision on the Subject Property, and in conjunction therewith, has prepared and submitted drainage impact analysis reviewed and approved by LCG; and

WHEREAS, in connection with the development of the Subject Property, the parties have identified an opportunity to improve upon the existing public drainage channel bordering the southern boundary of the Subject Property to better serve the surrounding area by improving the performance of the existing public drainage channel; and

WHEREAS, the design engineers for Developer have determined that the associated costs for implementation of the Tarpon Betterment Plan are $429,652.08, as detailed in the attached Betterment Cost Summary (Exhibit C to the Drainage Betterment Agreement; hereinafter, "Betterment Cost Summary"); and

WHEREAS, because the improvement to the public drainage channel will benefit LCG and its citizens, LCG desires to participate jointly with the Developer in the construction of the same by contributing a one-time payment of FOUR HUNDRED TWENTY-NINE THOUSAND SIX HUNDRED FIFTY-TWO DOLLARS and 08/100 ($429,652.08); and

WHEREAS, LCG has determined that the Tarpon Betterment Plan serves a public purpose, namely the improvement of the performance and capacity of the public drainage channel, benefiting the surrounding area; and

WHEREAS, the Parties have concluded that it is to their considerable advantage to jointly participate in the Tarpon Betterment Plan, which will benefit both Parties and the citizens of LCG; 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".

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

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

SECTION 2: The Lafayette Mayor-President is hereby authorized and directed to execute a Drainage Betterment Agreement between the City of Lafayette and Tarpon Subdivision, LLC., which upon completion and inspection of the betterment (in accordance with Section 7 of the Agreement), will result in the one-time payment of $429,652.08 to offset the cost of such betterment and improvements.

SECTION 3: The FY 26-27 Operating Budget shall not be impacted by this action, as no fund balance shall be utilized. The necessary funds for this agreement, in the amount of

$429,652.08, shall be transferred within existing budget appropriations from the Drainage Improvements Capital Outlay budget line item to a newly established budget line item entitled Betterment for Tarpon Estates.

SECTION 4: The Drainage Betterment Agreement authorized in Section 2 shall be substantially in the form attached hereto, but may be revised, and may contain such additional provisions, as the Lafayette Mayor-President, in consultation with the Lafayette City-Parish Attorney, may deem necessary, convenient, or desirable to carry out the intent and provisions of this City Ordinance.

SECTION 5: The Chief Financial Officer for the Lafayette City-Parish Consolidated Government is further authorized and directed to prepare any and all internal and/or administrative budget revisions necessary to comply with the dictates of this ordinance.

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

SECTION 7: 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.

* * * * *

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AUTHORIZATION FOR BUDGETARY REVISIONS

Page 1 of 1

Fiscal Year: 2027

Ordinance #:_____

Budget Adjustment Codes:
Intra-dept transfer of approp

Fund: Description:
4610 1961 SALES TAX CAP IMPROV-CITY

Justification:
Amend the FY 26/27 Operating and Capital Budget by transferring $429,652.08 from Drainage Improvements to appropriate within the Betterment for Tarpon Estates project within the Drainage Department.

PROJECT STRING	PROJECT DESCRIPTION	GL ACCOUNT	GL ACCOUNT DESCRIPITON	ADJUSTMENT AMOUNT	PL CURRENT PS BUDGET	PL ADJUSTED BUDGET	GL CURRENT GL BUDGET	GL ADJUSTED BUDGET
DR2403788-46105122-CONVERSION-890000	DRAINAGE IMPROVEMENTS	4610-SD-051-258-5122-890000-000000-000000-000000	CAPITAL OUTLAY	(429,652.08)	818,524.00	388,871.92	2,230,000.00	1,800,347.92
DR27000490-46105122-CAPITAL-890000	BETTERMENT FOR TARPON ESTATES	4610-SD-051-258-5122-890000-000000-000000-000000	CAPITAL OUTLAY	429,652.08	0.00	429,652.08	1,800,347.92	2,230,000.00

RECEIVED
NOV 02 2026
BUDGET MGMT

RECEIVED
NOV 05 2026
Lafayette Consolidated Government
Finance & Management/CFO

Total Adjustments 0.00

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 Balances (Budget Use Only)

Operating Funds
- ☐ Reserve
- ☐ Accum Use of P.Y. Fund Balance
- Transfer No._____
- Balance After This Transfer_____

Capital Funds
- ☐ Reserve
- ☐ Accum Use of P.Y. Fund Balance
- Transfer No._____
- Balance After This Transfer_____

SG for KF 11/6/26

11/2/26

DIVISION HEAD DATE

Bill R. Smith 11/02/2026
DEPARTMENT HEAD DATE

Denise G. Deville 11/3/26
BUDGET MANAGEMENT OFFICER DATE

MAYOR-PRESIDENT DATE

Updated 10/28/21

STATE OF LOUISIANA

PARISH OF LAFAYETTE

DRAINAGE BETTERMENT AGREEMENT BETWEEN LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT AND TARPON SUBDIVISION, LLC

BE IT KNOWN, that on the day or dates hereinafter set forth, before 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:

LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT, a political subdivision of the State of Louisiana, having a mailing address of P.O. Box 4017-C, Lafayette, Louisiana 70502, represented herein by Monique B. Boulet, its Mayor-President duly authorized by City Ordinance No. CO-_____-2026 of the Lafayette City Council adopted on the ____day of _____, 2026, a copy of which is attached hereto and made a part hereof as **Exhibit "A" ("LCG")**;

and

TARPON SUBDIVISION, LLC, a Louisiana limited liability company, represented herein by David Hensgens, its duly authorized Manager, and having a mailing address of 822 Harding Street, Suite 204, Lafayette, Louisiana 70503 (hereinafter "**Developer**")

(LCG and Developer hereinafter sometimes referred to as "Parties")

WHEREAS, Developer owns certain immovable property to be developed into a residential subdivision and located at 100 Blk Tarpon Street (hereinafter the "Subject Property"), and being described as:

THOSE CERTAIN TRACTS OF LAND BEING LOCATED IN SECTIONS 87 OF T10S-R4E & 74 T10S-R5E, LAFAYETTE PARISH, LOUISIANA, CONTAINING A COMBINED TOTAL OF 19.41 ACRES, TOGETHER WITH ALL BUILDINGS AND IMPROVEMENTS AND THE COMPONENT PARTS THEREOF, WITH ALL RIGHTS, WAYS, PRIVILEGES AND SERVITUDES THEREUNTO APPERTAINING, BEING THE SAME PROPERTIES DESCRIBED ON THE PRELIMINARY PLAT PREPARED BY PIONEER SURVEYING DATED JUNE 2, 2025.

COMMENCING AND BEGINNING AT THE SOUTHERN MOST POINT OF SOUTH RIGHT OF WAY OF TARPON STREET.

THENCE, N 44 10' 11" E FOR A DISTANCE OF 25.00 FEET TO A POINT.
THENCE, N40 39' 53" E FOR A DISTANCE OF 480.46 FEET TO A POINT.
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THENCE, S40 54' 42" E FOR A DISTANCE OF 7.78 FEET TO THE POINT OF BEGINNING (POB).

BEING THE SAME PROPERTIES ACQUIRED BY TARPON SUBDIVISION, LLC BY THOSE CERTAIN ACTS OF CASH SALE RECORDED UNDER ENTRY NOS 2025-36975 AND 2025-37072 OF THE LAFAYETTE PARISH CONVEYANCE RECORDS.

WHEREAS, LCG has an existing public drainage channel bordering the Subject Property (Lateral 1A of Coulee des Poches W-24) which, in part, traverses along the southern boundary of Developer's property which borders the northern boundary of the existing residential subdivision known as St. Michael's Cove. Said drainage system is more fully shown on the attached Construction Plan, labeled as Tarpon Betterment Plan - Sheet 01, prepared by Hensgens Trahan Engineering Consulting, LLC and labelled **"Exhibit B"** (hereafter, **"Tarpon Betterment Plan"**).

WHEREAS, Developer is proceeding with the design and construction of a new residential subdivision on the Subject Property, and in conjunction therewith, has prepared and submitted drainage impact analysis reviewed and approved by LCG.

WHEREAS, in connection with the development of the Subject Property, the parties have identified an opportunity to improve upon the existing public drainage channel bordering the southern boundary of the Subject Property to better serve the surrounding area by improving the performance of the existing public drainage channel.

WHEREAS, the design engineers for Developer have determined that the associated costs for implementation of the Tarpon Betterment Plan are $429,652.08, as detailed in the attached Betterment Cost Summary, labelled **"Exhibit C"** (hereinafter, **"Betterment Cost Summary"**).

WHEREAS, because the improvement to the public drainage channel will benefit the LCG and its citizens, LCG desires to participate jointly with the Developer in the construction of the same by contributing a one-time payment of FOUR HUNDRED TWENTY-NINE THOUSAND SIX HUNDRED FIFTY-TWO AND 08/100 ($429,652.08) DOLLARS.

WHEREAS, LCG has determined that the Tarpon Betterment Plan serves a public purpose, namely the improvement of the performance and capacity of the public drainage channel, benefiting the surrounding area.

WHEREAS, the Parties have concluded that it is to their considerable advantage to jointly participate in the Tarpon Betterment Plan, which will benefit both Parties and the citizens of LCG; 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".

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for the public benefits to be derived therefrom, the adequacy of which is hereby acknowledged, the parties do hereby stipulate and agree as follows:

1. All of the aforesaid "WHEREAS" clauses are adopted by the Parties as part of this Agreement.

2. Obligations of Developer In consideration of the commitments of LCG as hereinafter set forth, Developer agrees to install and/or otherwise carry out the construction of the Tarpon Betterment Plan as shown in the attached exhibits, with all necessary appurtenances, servitudes, easements, and rights of way necessary for the purpose of supplying, installing, and constructing said betterment plan, which shall at all times be made according to the plans and specifications approved by LCG.

3. Obligations of LCG Upon completion of the construction of the Tarpon Betterment Plan by the Developer, and verification of same by LCG in accordance with Section 7 of this Agreement, LCG will pay to Developer the one-time sum of $429,652.08 within thirty (30) days of such verification to offset the cost of such betterment and improvements.

4. Apart from providing the one-time payment of $429,652.08, LCG shall have no further financial responsibility to Developer or any other party with respect to the cost of construction of the Tarpon Betterment Plan. For the avoidance of doubt, this Section shall not relieve LCG of its obligations under Section 7 to own, operate, and maintain the public drainage channel following acceptance.

5. Indemnification by Developer

(a) Developer does, by these presents, agree to indemnify and hold forever harmless the City, the Parish of Lafayette, and/or Lafayette City-Parish Consolidated Government, its employees, agent, attorneys, representatives, contractors, officers, directors, elected and appointed officials, and assigns, of and from any and all claims, demands, causes of action, rights of action, suits, judgments or executions, including attorney fees and all costs associated herewith, which may be asserted by any persons or parties whomever arising in connection therewith, or related to, directly or indirectly, any of the following, except to the extent caused by the sole negligence or willful misconduct of the City, the Parish of Lafayette, and/or Lafayette City-Parish Consolidated Government, its employees, agents, or representatives:

(i) Any and all claims arising out of or resulting from the negligence, liability, fault, errors and/or omissions of any contractors, engineers, or persons whomever providing services associated with the construction of the Tarpon Betterment Plan (collectively, the **"Indemnified Actions"**).

(ii) Any act or omission of Developer, its employees, agents, attorneys, servants, representatives, contractors, officers, directors, and assigns, in the performance of any work related to the construction of the Tarpon Betterment Plan which may impact the public drainage channel and/or the surrounding area.

(iii) Any and all claims arising from damage to property caused by the negligence or fault of Developer, its agents, contractors, or representatives in connection with the construction of the Tarpon Betterment Plan.

(iv) Any and all claims arising out of or resulting from any failure and/or refusal of Developer to determine the existence and location of any prior existing servitudes, easements, rights of way, or other rights held by any other parties, as well as the location of any gas lines, electric lines, water or sewer lines, and/or any other structures or appurtenances thereto which may in any way affect or impact the Tarpon Betterment Plan.

(v) Any and all claims for damages to persons or property and/or claims for trespass which may be asserted against the City, the Parish of Lafayette, and/or Lafayette City-Parish Consolidated Government by any persons whomever resulting from the negligence and/or strict liability of Developer, the respective agents, attorneys, contractors, servants and representatives of Developer, but only to the extent caused by or arising from the negligence, fault, or strict liability of Developer and/or its respective employees, agents, attorneys, contractors, servants, and representatives, as a result of the construction and/or maintenance of the Tarpon Betterment Plan.

(b) The obligation of the Developer to defend, indemnify, and hold harmless the City, the Parish of Lafayette, and/or Lafayette City-Parish Consolidated Government shall be binding upon Developer and Developer's successors and assigns, and shall survive for the applicable prescriptive period under Louisiana law following LCG's acceptance of the improvements to the public drainage channel and the Tarpon Betterment Plan.

(c) The obligation of Developer to defend, indemnify and hold harmless the City, the Parish of Lafayette, and/or Lafayette City-Parish Consolidated Government as set forth herein shall include, but not be limited to, all claims which may be asserted against the City, the Parish of Lafayette, and/or Lafayette City-Parish Consolidated Government for consequential, incidental, and/or special damages, and attorney fees, to the extent arising from Developer's negligence or fault in connection with the construction and/or maintenance of the Tarpon Betterment Plan.

7. Upon completion of the Tarpon Betterment Plan, LCG shall inspect to ensure that the Tarpon Betterment Plan was constructed in accordance with standard LCG construction practices. If LCG, in its reasonable discretion exercised in good faith, determines that the Tarpon Betterment Plan was constructed in accordance with standard LCG construction practices, LCG shall formally accept, in writing, the betterment and thereafter remit the one-time payment of $429,652.08 to Developer within thirty (30) days of such acceptance, and thereafter, shall continue to maintain its public drainage channel and shall own and maintain the improvements made thereto by virtue of this betterment.

If LCG determines the work does not conform to standard LCG construction practices, LCG shall provide Developer with a written description of the deficiencies and Developer shall have a reasonable opportunity to cure such deficiencies. Upon correction of any deficiencies, Developer shall notify LCG and, thereafter, LCG, in its reasonable discretion exercised in good faith, shall determine whether the Tarpon Betterment Plan was constructed in accordance with standard LCG construction practices, and, if so, LCG shall formally accept, in writing, the betterment and thereafter remit the one-time payment of $429,652.08 to Developer within thirty (30) days of such acceptance.

8. For all purposes of this Agreement, including but not limited to the sending of any notices required, hereunder, the addresses of the Parties hereto are as follows:

Lafayette City-Parish Consolidated Government
Attn: Jessica Cornay
P.O. Box 4017-C
Lafayette, LA 70502

And

Tarpon Subdivision, LLC
Attn: David Hensgens
822 Harding Street, Suite 204
Lafayette, LA 70503

9. The Parties agree and obligate themselves to act under the terms and conditions contained herein solely for the public purposes set forth herein and in accordance with Article VII, Section 14(C) of the 1974 Constitution of the State of Louisiana.

10. This Agreement, along with the attached Exhibits, shall constitute the entire agreement between the Parties and shall be effective as of the date that this Agreement is executed; all prior agreements between the Parties, written or oral, are merged into this Agreement and shall have no force or effect.

11. This Agreement shall not be assigned or transferred without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

12. Notwithstanding anything herein to the contrary, the obligations of LCG contained herein are contingent upon the appropriation of funds by the Lafayette City Council and/or the Lafayette Parish Council to fulfill the requirements of this Betterment Agreement. If the City of Lafayette and/or the Parish of Lafayette, after a diligent and good faith effort, fails to appropriate sufficient monies to satisfy its obligations under the Betterment Agreement, its obligations under this Agreement shall be *void ab initio*.

13. Notwithstanding anything herein to the contrary, the Parties agree that the maximum amount payable by LCG under this Agreement shall be that which is the amount specified in Section 3 of this Agreement. In the event the total amount of LCG's obligations under this Agreement exceeds the amount budgeted, the Parties agree that LCG shall not be liable for the amount of such increase until and unless said budget is amended as provided for by the City-Parish's Home Rule Charter to allow for such an increased amount.

[*Signatures located on following pages.*]

[*Remainder of Page Intentionally Left Blank*]

THUS DONE AND SIGNED, before the undersigned competent witnesses, and me, Notary Public, at Lafayette, Louisiana, as of the __ day of _____, 2026, after due and complete reading of the whole.

WITNESSES:

LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT

_____
Print:_____

_____
By: Monique B. Boulet
Lafayette Mayor-President

_____
Print:_____

_____
NOTARY PUBLIC

THUS DONE AND SIGNED, before the undersigned competent witnesses, and me, Notary Public, at Lafayette, Louisiana, as of the __ day of _____, 2026, after due and complete reading of the whole.

WITNESSES:

_____

Print:_____

_____

Print: _____

TARPON SUBDIVISION, LLC

_____

By: _____

Its: _____

_____

NOTARY PUBLIC

EXHIBIT A
CITY ORDINANCE

EXHIBIT B
TARPON BETTERMENT PLAN

EXHIBIT C
BETTERMENT COST SUMMARY

EXHIBIT C
BETTERMENT COST SUMMARY

Tarpon Cove - Betterment Pricing					
October 1, 2026					
	OWNER	Tarpon Subdivision, LLC			
	CONTRACTOR	Glenn Lege Construction, LLC			
STREETS & DRAINAGE					
ITEM NO.	DESCRIPTION	APPROXIMATE QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL
EARTHWORK & CLEARING					
1	GENERAL CONDITIONS/MOBILIZATION	1.00	LUMP SUM	$10,000.00	$10,000.00
2	EXCAVATE POND #3	30,090.00	CY	$3.90	$117,351.00
3	CLEARING, GRUBBING, & STRIPPING	1.00	LUMP SUM	$20,000.00	$20,000.00
			SUBTOTAL		$147,351.00
EROSION CONTROL					
4	HYDROSEEDING, STABILIZATION, & MAINTENANCE	86,411	SF	$0.50	$43,205.50
			SUBTOTAL		$43,205.50
DRAINAGE					
5	UPSIZE OUTFALL PIPE FROM 18" TO 36"	419.00	LF	$88.50	$37,081.50
6	UPSIZE SPASH PADS FROM 18" TO 36"	4.00	EACH	$1,200.00	$4,800.00
7	SPLASH PAD	4.00	EACH	$4,414.00	$17,656.00
8	REMOVE & DISPOSE OF 24" CULVERT	22.00	LF	$25.00	$550.00
9	36" A2000	92.00	LF	$139.45	$12,829.40
10	REMOVE & REPLACE DROP INLET (J1)	1.00	EACH	$5,650.00	$5,650.00
11	OFFSITE CONCRETE REVETMENT	580.00	SY	$93.60	$54,288.00
12	ONSITE CONCRETE REVETMENT REQ'D FOR POND #3 OUTFALL	674.00	SY	$93.60	$63,086.40
11	DROP INLET	1.00	EACH	$4,095.00	$4,095.00
			SUBTOTAL		$200,036.30

TOTAL CONSTRUCTION COSTS	*$390,592.80*
ENGINEERING & SURVEYING (10%)	*$39,059.28*
TOTAL COSTS	*$429,652.08*

Lafayette
CONSOLIDATED GOVERNMENT

RECEIVED
NOV 06 2026
OFFICE OF THE CAO

Internal Memorandum

Drainage Department
Director's Office (5101)

TO: Rachel Godeaux

DATE: October 28, 2026

FROM: Brian Smith

SUBJECT: CITY COUNCIL AGENDA ITEM FY 26/27
DRAINAGE BETTERMENT AGREEMENT WITH TARPON SUBDIVISION, LLC
LATERAL 1A OF COULEE DES POCHES DRAINAGE IMPROVEMENT

Please find attached, an ordinance authorizing the Mayor-President to enter into a Drainage Betterment Agreement between the City of Lafayette and Tarpon Subdivision, LLC., relative to improve the performance and capacity of the existing public drainage channel, Lateral 1A of Coulee des Poches (W-24), bordering the southern boundary of the developer's property to better serve the surrounding area.

The work will be performed concurrently with the new construction of a new residential subdivision located within the 100 Blk. of Tarpon Street. Both parties have concluded that the improvement noted in the Construction Plan, entitled as the Tarpon Betterment Plan, will benefit the LCG and its citizens, as it will serve a public purpose by enhancing the conveyance of stormwater for the area. Coordinating the work during this construction will minimize disruption and improve project efficiency. The Drainage Betterment Agreement, with Exhibits, are also attached hereto for your review and ease of reference.

In accordance with the Section 7 of the Agreement, LCG will pay the Developer a one-time sum of $429,652.08 to offset the cost of said improvements to the public drainage system. The FY 26-27 capital budget (City funds) will be amended by transferring $429,652.08 from Drainage Improvements budget line item to a new budget line item, Betterment For Tarpon Estates, created for this agreement. Aside from this payment, LCG shall have no further responsibility to the Developer or any other party with respect to the public drainage system improvement.

If you approve, please place this item on the City Council Agenda to be introduced on Tuesday, November 24, 2026.

Sincerely,

Brian R. Smith
Director of Drainage

aa

Attachments- Agenda Submittal Packet

c: Jessica Cornay
Anitrah Auzenne
File

t: 337.291.8509 / bsmith@lafayettela.gov / f: 337.291.5688

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 enter into a Drainage Betterment Agreement between the City of Lafayette and Tarpon Subdivision, LLC to improve the drainage performance and capacity of an existing public drainage channel, Lateral 1A of Coulee Des Poches, in an effort to better serve the adjacent area.

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: November 24, 2026

B) FINAL ADOPTION: December 8, 2026

5) DOCUMENTATION INCLUDED WITH THIS REQUEST:

A) Cover Memo (1 page)

B) Submittal Item (1 page)

C) Ordinance (3 pages)

D) Drainage Betterment Agreement (15 pages) 10 CMS

E) Budget Revision (1 page)

6) FISCAL IMPACT:

_____ Fiscal Impact (Explain)

_____X_____ No Fiscal Impact

RECOMMENDED BY:

Brian R. Smith
DIRECTOR OF DRAINAGE

APPROVED FOR AGENDA:

Rachel Godeaux
CHIEF ADMINISTRATIVE OFFICER