



DRAFT 15-0
FOR REVIEW PURPOSES ONLY

Ambassador Caffery Parkway South MPO Tripartite Agreement

*Draft 15-0
September 30, 2009*

PREPARED BY



Lafayette Consolidated Government
Traffic and Transportation Dept.
Metropolitan Planning Organization
PROJECT 13104-005-02-000

1.0 Official Name, Plan Components, and Planning Area

The official name of this Agreement is the Ambassador Caffery ¹ Parkway South Metropolitan Planning Organization (MPO) Tripartite Agreement. It is referred herein and elsewhere as the Tripartite Agreement and the Agreement. The Agreement was first started on or about July 4, 2002 and was subject to many intervening drafts based on public comments.

This Agreement is composed of two parts.

- 1) The textual documents describe concepts used in the Tripartite Plan and the relationships between parties and their responsibilities.²
- 2) The graphic documents illustrate proposed improvements to be constructed on particular parcels along the Parkway. These drawings are plan views and cross sectional views of the Corridor. There are three groups of graphic documents.
 - a) The Aerial Photographs (numbered sequentially from A 00, A 01, A 02 ...) showing the centerline of the roadway, final design of the roadway, and the property lines defining the boundaries of the area hereinafter referred to as the "Corridor" and further described in Section 3. This map shows the stationing referenced in Appendix 16.1 of charrette participants. The aerial photographs (dated Spring 1998), which describe the existing condition prior to improvement being constructed, are included as baseline data. Some of these existing conditions are to be preserved during and after construction as specified in the section dealing with Easements³.
 - b) The Community Design Workshop Drawings (numbered sequentially from D 00, D 01, D 02 ...) are drawn by the faculty and students of the University of Louisiana at Lafayette's Department of Architecture. These drawings identify specific median

¹ The name of Jefferson Caffery is used throughout this document and is derived from the existing name given to the major thoroughfare known as Ambassador Caffery Parkway. Jefferson Caffery served with great distinction as a career foreign diplomat and enjoyed the confidence of five Presidents of the United States and the personal friendship of Franklin Delano Roosevelt. He was personally acquainted with most of the leading statesmen of his time. He served with great distinction as the American ambassador during the invasion and liberation of France at the time of World War II and re-establishment of the French Republic. Ambassador Jefferson Caffery was one of the finest sons of Acadiana and this plan commemorates his achievements. See University of Louisiana's web site for the online biography by Philip F. Dur and Henry C. Dethloff, "Jefferson Caffery, Ambassador Extraordinary: An Outline of His Career" at the world wide web site http://www.ucs.louisiana.edu/~pfd2009/amb_xtra.html as existing on January 30, 2003.

² The text documents include this documents you are now reading and the documents described in Section 4.3 , Relationships between the Signatories and Section 13.0, Appeal and Arbitration.

³ See the Appendix Section 16.1, Definition, for this term and other capitalized terms in the text.

breaks, driveways, easements, and proposed land use designations as well as existing and proposed improvements and local streets.

c) The specification drawings are composed of two kinds: (1) Typical Cross Section Drawings (numbered S 01, S 02, S 03) illustrate the typical roadway cross-sections, typical right-of-way, green spaces, and sidewalks and (2) Signage Drawings (S 04, S 05, S 06, S 07) provide example signs.

2.0 Plan Signatories, Plan Participants, and Plan Applicants

There are three groups of legal persons participating in this Agreement: Plan Signatories, Plan Participants, and Plan Applicants.

The Plan Signatories are from three levels of government: local, metropolitan, and state governments. Hence the name is derived as the tri-part or three part agreement. The Lafayette city and parish government is the Lafayette Consolidated Government (LCG) acting both as a local government and as the designated Metropolitan Planning Organization (MPO). The state agency participating is the Louisiana Department of Transportation and Development (DOTD). At the time of writing, the Plan Signatories, the Lafayette Consolidated Government, Lafayette Metropolitan Planning Organization (MPO), and the Louisiana Department of Transportation and Development.

Plan Participants own parcels on which easements are delineated on the Specific Site Plan Drawings. A partial list of the original charrette participants, the location of their properties, and their mailing addresses during the month of July 2002 are attached as Appendix 16.2. Persons owning property purchased by DOTD for the roadway construction is listed in Appendix 16.3. The original Plan Participants listed were contacted by U.S. mail and requested to participate in a series of charrettes⁴ attended by LCG planning professionals, DOTD, and the Community Design Workshop of the University of Louisiana at Lafayette's Department of Architecture. The Plan as presented in this document is the result of this collaboration between the Plan Signatories and Plan Participants as well as the Community Design Workshop and the MPO Citizen Advisory Committee (CAC). Future Plan Participants are those who purchase parcels upon which are easements regulated by this Agreement.

Plan Applicants are persons, incorporated businesses, or governmental entities seeking access to the Ambassador Caffery Parkway South (hereinafter referred to as the "Parkway").

⁴ A charrette within this context is a meeting in which the Plan Participants provide suggestions for a plan. The suggestions may be a statement of a general concept or a generalized graphic sketch as well as more specific ideas and drawings. These suggestions are then illustrated by the professional staff participating in the project. The term, charrette, literally means in French a small wagon or cart. The term was originally used for a planning meeting at the Ecole des Beaux-Arts in Paris in the late 19th century when a small cart was used to carry drawings to their planning meetings. See the web site <http://www.masterplanning.com/masterplanning/charrette.html> as existing on January 30, 2003 for the historical derivation of the term.

The maintenance of the Tripartite Plan improvements is under the direction of the PAACS (Planning Association of Ambassador Caffery South), a voluntary association of property owners along the Parkway.

This Agreement is in force when approved in identical form by the Plan Signatories and signed by their proper representatives as defined by their operating charters. This Agreement may be terminated or amended, in whole or in part by mutual agreement of Plan Signatories as evidenced by resolutions adopted by each governing body. Plan amendment is discussed in Section 14.0.

An amendment or agreement termination to the Tripartite Plan may be requested to alter underlying principles of the Tripartite Plan as it applies to future Plan Participants.

There are no variances issued in this plan. The amendment and arbitration process is described in Sections 13 and 14.

3.0 Corridor

This Agreement seeks to control access of motorized and non-motorized vehicles, pedestrians, and other forms of movement within a Corridor (also technically known as a planning area) beginning at the present intersection of the centerline of the Parkway and Verot School Road (Louisiana Highway 339) and continuing along the Parkway's centerline to the Corridor's ending point at the intersection with Louisiana Highway 89, the approximate location of the City of Broussard's city limits. The Corridor includes access ramps, major and minor roadways connected to the Parkway at its beginning and ending points as well as the parcels effected by easements on either side of the Parkway's centerline.

Generally, the planning area is defined as the adjacent parcels to the Parkway. The owners of these parcels typically (but not always) received notices to participate in the charrettes⁵. The Parkway frontage of these parcels is mapped in the Aerial Photographs listed in Section 1.0 of this Plan.

4.0 Public Purposes, Intent, and Mitigation

There are three ranked public purposes of this Agreement: the primary purpose takes precedence over the secondary purpose and both of these take precedence over the tertiary purpose.

The primary purpose is to increase safety for pedestrians and drivers who use this facility. The secondary purpose is to protect the capacity of the roadway to carry significant local and intra-regional traffic. The tertiary purpose is to protect the values of the easements and parcels directly adjacent to the roadway. These adjacent parcels are protected by specific types of easements.

⁵ See Appendices, 16.2 and 16.3 for a list of property owners and a list of persons invited to the charrettes.

It is the intent of this Agreement to provide access to adjacent parcels consistent with the primary and secondary objectives while protecting the easements now and in the future. If in seeking to fulfill the primary purpose (pedestrian and driver safety) and secondary purpose (protection of roadway capacity), the result may be to alter the easement as initially established. If the easements are altered in size or attribute quality, then mitigation is required to reinvest and return the easement's positive attributes.

The easements may be impacted by threats which have no justification in terms of the primary or secondary purposes. These threats (defined herein as "hazards") are negative impacts to the individual property values of the parcels as well as negative impacts to the facilities constructed with public funds. The expenditure of public funds seeks to create parcels with values that can be enjoyed by the entire community and in doing so, the property values may be increased for individual property owners as well.

The authority to proceed with the Tripartite Plan proceeds from local ordinances, intergovernmental agreements, and state enabling legislation as discussed in Section 5.1 and from recent inverse condemnation court decisions affecting development of property along roadways.

4.1 Local and State Enabling Legislation

The Ambassador Caffery South project is included within the Financially Constrained Transportation Plan (FCTP) and the Consolidated Throughfare Plan (CTP) which in turn are part of the Lafayette in a Century (LINC) Comprehensive Plan as presently being developed. These two plans were the basis of the 2030 Transportation Plan, a comprehensive transportation plan for the next 25 years. These three plans were the result of extended public meetings, consideration by the MPO's advisory groups (the Citizen Advisory Committee, the Transportation Technical Committee, and the Transportation Policy Committee), and the City-Parish Planning Commission. After due consideration and public involvement in the review of the FCTP and the CTP, the City-Parish Council approved the two transportation plans in a series of ordinances. The 2030 Transportation Plan was approved during the development of this plan. These 2030 plans are in the process of being updated into the 2035 plans.

Additionally, the State of Louisiana has approved model legislation allowing parish planning commissions to develop comprehensive plans (also known as "master plan"). This statute ⁶ states that (*italics added within this document for emphasis*):

Any such plan, with the accompanying maps, plats, charts, and descriptive matter may include a commission's recommendations for the development of the parish or municipality, as the case may be, including, among other things, *the general location, character, and extent of railroads, highways, streets, viaducts, subways, bus, street car and other transportation routes, bridges, waterways, lakes, water fronts, boulevards, parkways,*

⁶ Louisiana Revised Statute 33:106 as revised by HB 1082 and enacted by the Legislature during the 2004 session.

playgrounds, squares, parks, aviation fields, and other public ways, grounds, and open spaces; the general location of public buildings, schools, and other public property; the general character, extent and layout of public housing and of the replanning of blighted districts and slum areas; the general location and extent of public utilities and terminals, whether publicly or privately owned or operated, for water, light, sanitation, communication, power, transportation and other purposes; and the removal, relocation, widening, narrowing, vacating, abandonment, change of use or extension of any of the foregoing ways, grounds, open spaces, buildings, property, utilities, or terminals. As the work of making the whole master plan progresses, a commission may from time to time adopt and publish a part or parts thereof, any such part to cover one or more major sections or divisions of the parish or municipality, as the case may be, or one or more of the aforesaid or other functional matters to be included in the plan. A commission may from time to time amend, extend, or add to the plan.

The Lafayette City-Parish Consolidated Council has approved the preparation of a comprehensive plan named the LINC, an acronym for Lafayette IN a Century. There are twelve elements of public infra-structure within the plan, one of which is transportation. The 2030 and 2035 Transportation Plan, mentioned above, is the transportation element of this plan. Thus, the Tripartite Agreement is a district plan within LINC to implement the FCTP, CTP, and the 2035 and 2030 Transportation Plan. In each of these plans, Ambassador Caffery Parkway South is listed.

4.2 Inverse Condemnation

A major issue in the development of the Ambassador Caffery Parkway South Metropolitan Planning Organization (MPO) Tripartite Agreement is inverse condemnation.⁷ Inverse condemnation occurs when a government agency invokes restrictions on private property to an extent that the owner perceives damage to his property. As it bears on the project, inverse condemnation might occur if property rights are very restricted within the Tripartite Easement; and as a result, the property ceases to have market value.

It should be kept in mind this area of the law is evolving such that the legal instruments to be used during the project must be reviewed as time progresses. At present, the courts⁸ have instructed a jury to find for property owners if either of these statements are true:

⁷ This section is taken from The Corridor Preservation and Management Action Plan to Preserve I-49, the subject of a court action (Concerned Citizens Coalition versus Federal Highway Administration) in United States District Court, Western District of Louisiana in Lafayette, Louisiana (Civil Action No. 6:04cv329) and US Appellate Court in 2004. A copy of the original ruling in favor of Federal Highway Administration (and Lafayette Consolidated Government) is available at the Lafayette in a Century Web site as existing on July 1, 2005 at http://www.lafayettelinc.net/proj/i49/docs/I-49_Memorandum_Ruling_and_Judgement_1-1.pdf.

⁸ City of Monterey v. Del Monte Dunes at Monterey, Ltd., 119 S.Ct. 1624 (1999). See a discussion at Cornell University's Law School's web site as existing on May 16, 2001: <http://supct.law.cornell.edu/supct/html/97-1235.ZS.html>

- 1) The property owner had been denied all economically viable use of its property by government regulations; or
- 2) The government's decision to reject the final development proposal did not substantially advance a legitimate public purpose.

The intent of this Tripartite Plan is to comply with the spirit and letter of these court instructions.

4.3 Relationships between Plan Signatories

The Tripartite Agreement requires actions by the Plan Signatories to implement the provisions listed in this Agreement. Local government councils enact ordinances which bind their actions to the Tripartite Agreement. DOTD may take administrative or legislative action to bind its actions to this plan.

Each plan signatory implements the plan independently under their own authority. DOTD provides curb cut permits. The local governments review development applications. The goal is to coordinate the review process using the same standards. The MPO coordinates the overall review process and issues advisories on the individual permit decisions made by Plan Signatories.

The final decision to issue a local or Tripartite permit is total prerogative of the local government or DOTD. The review process of the local and Tripartite permits is entirely advisory so as to coordinate the development of the roadway.

These relationships are complex and may evolve. Any provision may be amended by the joint consensus of the Tripartite Signatories. The Plan Signatories will separately enforce the Tripartite Plan provisions and permits through utilization of their individual, cumulative and joint powers.⁹ A Tripartite Signatory may delegate authority to perform functions of this agreement to other signatories.

Thus, additional inter-governmental agreements may be required between the Plan Signatories in order to implement the Tripartite Plan in good order.

The provisions of the Tripartite Plan are implemented in permit reviews described in Section 6.1 Tripartite Permit Application Process. The actual permit is reviewed by an Administrative Representative as delegated by the local government's chief elected official or the DOTD District Administrator Engineer.¹⁰

⁹ Section 12.0, Remedies, discusses enforcement of plan provisions.

¹⁰ Hereinafter referred to as the DOTD District Engineer

5.1 Tripartite Permit Application Process

There are six steps to Tripartite review process as illustrated by the drawing, Tripartite Permit Review Process.

5.1.1 Step 1: Pre-Application Meeting

The first step is an application to the Tripartite Signatory for the permit needed for a project. Each Signatory has domains of authority to which the other Signatories defer for the original application processing and review. More than one permit may be required; as such, any given project may require several of these permits. After an informal meeting with the applicant, the MPO will arrange a formal meeting with the regulatory officials so as to review the applicant's plans. A complete list of permits and their requirements will be given to the applicant after this meeting in formal correspondence based on the information provided by the applicant.

The plans need not be completed. In fact, applicants are encouraged to apply early in the design process to minimize issues so that design and construction can proceed in good order and quickly.

At the formal meeting, the applicant will be given an explanation of the application, the appeal, and arbitration process. The postal address of the officeholder and her address where the application, appeal and arbitration requests may be filed will also be given to the applicant.

The formal meeting will be held within 30 days of the written request by the Permit applicant. Subsequent meetings to review the progress of the permit may be requested by the Plan Signatories and/or the Plan Applicant. These subsequent meetings will be held within 30 days of the written request. These processing deadlines may be negotiated to other acceptable dates if agreed by all parties.

5.1.2 Step 2: Local Government and DOTD Permit Review

The individual local government and DOTD permits application are applied and reviewed as listed in the pre-application meeting. Each Signatory evaluates the permit based only on the information submitted with the permit. As such, the applicant is encouraged to identify in the permit application that the permit is intended as part of the Tripartite Permit Review Process. If so identified, then the permit will be reviewed according to two sets of standards. The first set is the standards by which permits are typically processed by the respective authority. The second set of standards is those included in the Tripartite Agreement requirements and are above and beyond the typical standards. For example, an applicant may qualify under typical standards for a driveway permit from DOTD. However, because the permit is being requested along Ambassador Caffery Parkway South, then additional permit requirements are in place as described in this document.

5.1.3 Step 3: Local Government and DOTD Permit Approval

The local government reviews the permit to determine if the application conforms to both the local government and the additional tripartite requirements. DOTD performs a similar permit review using its requirements as well as Tripartite requirements. The permits are only valid if the next steps are completed successfully.

5.1.4 Step 4: Tripartite Permit Application

The applicant assembles a Tripartite application composed of two sets of materials.

The first set is the permits required for the applicant project by the individual Plan Signatories.

The second set of application materials are unique to the Tripartite Permit. These permits and their requirements are discussed in the following sections:

Transportation Access Permits
Utilities Permits
Drainage Permits

All Tripartite Permits require the following item(s) are included in each Tripartite Permit application:

1. A signed statement with the following wording: "The Tripartite Application requires the signature of the Tripartite permit applicant and the Plan Participant [i.e. the property owner(s)] whose property is included in the Permit Application to confirm their consent to the provisions of the Tripartite Agreement."

5.1.5 Step 5: Tripartite Review Process

The Tripartite Signatories review the Tripartite permit materials as well as the individual permits issued by the local government. The review process contains three key questions to be answered in the affirmative by each Permit Signatory:

- 1) Are the required permits for the project being submitted at one time?
- 2) Are the Tripartite requirements addressed satisfactorily?
- 3) Did the other Tripartite Signatories issue their permits so that no conflicts exist between local permits and the Tripartite requirements?

If one of the Tripartite Signatories answers one of these questions with a no vote, then an advisory is issued by the Plan Signatory stating the requirements that were not followed. There may be

additional communications between the plan signatories discussing the point of disagreement. The plan applicant may also be required to comply with requirements as stated by the plan signatory if it decides to comply with the advisory. The local government is not required to implement any requires as an advisory being issued.

5.1.6 Step 6: Tripartite Approval

The Tripartite Permit is issued when all plan signatories have exchanged advisories and responses. The notification process is that the MPO shall issue the letter with copies to the applicant and the other Signatories. The actual permit is a MPO letter with authorized signatures of the Tripartite Signatories who reviewed the permit. The permit letter shall list the advisory, if any, that was issued and a request to the Plan applicant that he comply with the advisory. However, the plan applicant is not required to perform the Tripartite provisions other than the ones required by the Plan Signatory who issues the individual permit.

The Plan Applicant may file an appeal and/or a request for arbitration to challenge the administrative representative's decision.

In special cases, an amendment of the Tripartite Plan may be requested. There are no variances issued by the Tripartite Agreement. This means that if an exception is made for one project, then future projects will also be approved using those same standards. Tripartite Plan amendments are discussed briefly in Section 2.0, Plan Signatories, Plan Participants, and Plan Applicants, and more fully in Section 12.0, Plan Amendment. In Section 13, Appeal and Arbitration, there are discussions of appeals to the local government council or the Louisiana Secretary of DOTD, as well as arbitration by a third party.

The permit is valid for a period of one year from the date of the letter. During this period, substantial work is begun such that at least 10% of the total project costs are expended after the permit is issued. If at least 10% of the project costs are not expended within one year, then the permit is void.

6.0 Permits Requirements

Transportation Access Permits, Utility Permits, and Drainage Permits are required to control access to the Parkway. The purposes of the Tripartite Permit are to increase safety for pedestrians and drivers, to protect the capacity of the roadway, and to protect easements and parcels directly adjacent to the roadway. The primary method of achieving these purposes is access to the parkway, utility connections, and drainage.

6.1 Submission Requirements for Transportation Access Permits

Beyond the normal application requirements as specified by the Plan Signatories, the Plan Applicant is required to submit a detailed set of documents and drawings stamped by a licensed civil engineer for transportation access to the Parkway including:

- 1) preliminary drawings of the proposed improvements;
- 2) existing and proposed curb radii dimensions;
- 3) driveway or roadway length, width and pavement method;
- 4) an analysis of the impact of the proposed improvement on drainage;
- 5) an analysis of the impact of the proposed improvements on trees, shrubs, and landscaping;
- 6) a traffic impact analysis including estimation of the projected ingress and egress volumes of the proposed driveway with 10, 20, and 30 year projections¹¹; parkway volumes and future roadway construction are documented using the MPO demographic projections¹²;
- 7) existing and proposed joint access agreements with other adjacent property owners;
- 8) a statement that the same information is being submitted for approval to the other Plan Signatories and is subject to joint review and approval of provisions listed in the Ambassador Caffery Parkway South Tripartite Agreement;
- 9) an estimated cost of the project.
- 10) a landscape mitigation plan shall be followed using the procedures and requirements listed in Section 9.0 Landscape Requirements

6.2 Conditions of Utility Permits

Modification and relocation of existing utilities in the Master Utility Easement requires a Utility Permit as specified in this section.

¹¹ Institute of Traffic Engineers (ITE), Trip Generation, 7th Edition available at the ITE web site of <http://www.ite.org/bookstore/index.asp> as existing on July 4, 2005.

¹² Transportation planning data and demographics are available at the Lafayette MPO's website as existing on July 4, 2005 at <http://www.lafayettelinc.net/mpo/demo/intro.asp>

The utility provider shall furnish a proposed work plan under the direction of a registered civil engineer. The work plan shall contain a traffic management plan during construction as well as the following acknowledgements that:

- 1) The utility provider will furnish all material, do all work, shall in a reasonable length of time restore the parkway, adjoining easements, and parcels to a condition equal or better than existed before beginning work, and the number of days needed to complete after a permit is granted by the Plan Signatories or their duly authorized representative.
- 2) The utility provider shall bore all hard surfaced road crossings and pedestrian pathways unless otherwise permitted.
- 3) Underground utilities shall be buried at a minimum depth as directed by DOTD measured from the existing ground.
- 4) Disturbed areas shall be re-compacted and surfaced to original condition.
- 5) The utility provider shall not leave open any trenches or holes in or adjacent to the Parkway and pedestrian pathways overnight and no mounds, ridges, or other safety hazards shall be left on the Parkway or pathway surface following said construction.
- 6) The utility provider assumes all risk and liability for accidents and damages that may occur to persons or property as a result of the construction work, sale, presence, or transmission of the utilities owned by utility provider and shall hold Plan Signatories and Participants harmless. It is understood that the permit and this Agreement describes the minimum steps to be taken to insure public safety. Not all potential hazards can be predicted by the Signatories because of the dynamic nature of construction. Thus, the utility provider is encouraged to take additional steps that may be prudent to prevent injury to property or persons as they shall present themselves from time to time during construction.
- 7) Utilities shall be placed in the DOTD right-of-way as requested or in the Master Utility Easement as determined by DOTD. The cost of relocation of utilities in DOTD right of way and the Master Utility Easement shall be borne by the utility provider unless a pre-existing legal agreement or governmental regulation authorizes reimbursement to utility provider.
- 8) A copy of the approved permit shall be in the possession of the contractor during construction and presented upon request to a Plan Participant(s), Plan Signatory's representative, or the PAACS's representative.
- 9) Failure to abide by the permit conditions shall result in the stoppage of construction. The Tripartite Signatory or their authorized representative shall first contact the superintendent of the work in progress at the construction site and notify him verbally that permit conditions are being violated and the necessary actions to be taken to remediate the

violation. After 24 hours, the Tripartite Signatories shall again contact the superintendent of the work in progress in person at the construction site. If said remediation is not being implemented, the Plan Signatories shall provide written communication to the superintendent at the work site that all work is to cease. The authorization to inspect the construction site and the written communication shall be signed by any two authorized representatives of the Plan Signatories. Work shall begin again at the site only after the utility provider and the Plan Signatories or their duly authorized representative(s) agree on a mediation plan.

10) This permit does not constitute permission to construct, install, and maintain utility services on property other than within the area depicted on the typical cross section (Drawing S01) designated as the utility easements. In special cases, permits may be issued for permits within the DOTD right of way.

11) Utility equipment and their interconnections are installed underground. Each Utility Provider shall be responsible for the installation, maintenance, repair, and replacement of equipment for the distribution of utility services and products. If any above ground utility equipment is required by its manufacturer, then that equipment is hidden from public view as much as possible without extraordinary costs. Acceptable means of hiding from public view are (A) planting greenage such as shrubs, trees, vines on arbors, and ground covers, all of which obscures the general outline of the above ground equipment; and/or (B) painting equipment complementary colors and patterns matching surrounding landscaping. The method of hiding from public view is part of the Mitigation Plan's approval.

12) Whenever a utility improvement destroys a planting of grass, shrubs, or trees, the parcels shall be restored and re-seeded with replaceable duplicate items destroyed as required in this Agreement. The areas to be re-seeded shall utilize vegetation similar to the surrounding areas and shall be mulched. Mitigation is required of all utility work as specified in Sections 9.3.1 Mitigation Table.

13) Whenever erosion or subsidence which occurs as a direct result of said construction, it shall be the responsibility of the utility provider. Erosion or subsidence shall be stabilized as directed by the Signatories or their duly authorized representatives. The utility provider shall agree to repair any erosion or subsidence which occurs as a result of the construction within one year.

14) A landscape mitigation plan shall followed using the procedures and requires listed in Section 9.0 Landscape Requirements.

6.3 Submission Requirements for Utility Permits

The documents required to apply for a Tripartite Drainage Permit will be determined at the pre-application meeting (as described in Section 5.1.1, Pre-Application Meeting.). The documents required for a Tripartite Drainage Permit varies by three sets of factors:

- 1) DOTD maintains drainage easements and requires permits to modify those easements; and
- 2) Retention and detention ponds may be constructed.
- 3) The use of green infra-structure may significantly reduce the need for retention and detention.

The goal of the permitting process is to prevent flooding within the Corridor

7.0 Easements

There are six Tripartite easements:

- 1) Transportation Access Easements
- 2) Utility Easements
- 3) Drainage Easement
- 4) Pedestrian Easement
- 5) Bike Easements
- 6) Lighting Easements

The permitted activities and physical features within each of these easements are selected because they seek to achieve the purposes of the Tripartite Agreement as described in Section 4.0, Public Purposes, Intent, and Mitigation.

7.1 Transportation Access Easements

Transportation Access Easements are used to control the flow of traffic between adjoining lands to the Parkway. This easement controls the passage of not only motorized traffic, but also of non-motorized traffic such bicycle and pedestrian easements. The Transportation Access Easement is distinct from bicycle and pedestrian easement, which control access within their respective easements.

The existing improvements constructed by DOTD shall be maintained and not altered unless a Transportation Access Permit is completed and approved.

7.2 Utility Easements

For the purposes of the Agreement, utility providers are divided of two groups: wholesale and retail. Wholesale utility providers transport bulk commodities¹³, (primarily electricity and natural gas) for sale to industrial users or to other companies who sell to individual retail customers. Their

¹³ Commodities includes, but is not limited to data, voice, images, text, gases, electricity, potable water, stormwater, sewerage, heat, and electro-mechanical energy as well as other energy sources and disposed substances or fluids.

primary need is for traversing across the roadway using existing easements, servitudes and rights of way. The requirements applicable to wholesale utility services will be determined on a case by case basis.

In contrast some utility providers are seeking to provide new services to primarily retail customers. These retail utility providers will be assigned a particular slot within a Master Utility Easement which runs parallel to the roadway facility. True retail providers will be connecting their facilities placed in the Master Utility Easement to individual customers residing or doing business in the transportation corridor.

7.2.1 Master Utility Servitude

The Master Utility Servitude is illustrated on the typical section drawing label S-01. The Master Utility Easement is a total of 20 feet wide. The easement is divided into two 10 foot wide sections. The first section is labeled "utility and setback" nearest to the outside of the Tripartite easement. The second, adjacent section is labeled "utility". The preference is to assign the utility section first and then use the utility and setback section if additional space is required.

The Master Utility Servitude is acquired by respective local governments or Tax Increment Financing (TIF) districts for local governments who hold title to the easements within the Tripartite Easement. Utility companies may purchase access to the Master Utility Servitude.

Utility services may be placed in the DOTD right of way due to two reasons. First, insufficient area may be available to place utilities in the Tripartite Easement due to the location of existing structures. Second, statutory requirements of Louisiana law may require state right of way access to telephone and data transmission utilities. Utilities located within the DOTD drainage easement may create conflicts between transportation and utility transmission. As such a Drainage Permit might be required when using the DOTD right of way for utility transmission. In any case, the utilities placed in the DOTD right of way may or may not be charged a fee, and the utility provider will be required to cover their own cost to meet the Tripartite requirements.

7.3 Drainage Easements

In order to prevent flooding from occurring along the Corridor, the Plan Signatories are encouraged, but not required to stipulate the following conditions for site development and Drainage Permits in areas directly adjacent to the Parkway:

- 1) Structures are required to have a flood elevation certificate with a floor elevation of 12 inches or greater than the 100-Year Flood elevation of a particular building site.
- 2) The pre-development and post-development stormwater runoff system from a site shall be equal for a one-hundred year storm.

7.4 Pedestrian Easement

The Plan Participant allows the construction of a pedestrian and bike way (also known as a "sidewalk") along the property bordering the right of way of the Parkway in the Tripartite Easement.

The public is given free access without restriction for passage along the sidewalks.

Pedestrian and bike ways are constructed to comply with American with Disability Act (ADA).¹⁴

7.5 Bike Easements

As currently in production, a bike is a two, three, four, or five wheel vehicle primarily powered by their human rider(s). Engine powered vehicles must conform to these standards: weight not more than 600 pounds, capacity of not more than 4 persons, and operate at more than 15 miles per hour. The engine powered vehicles shall be designed for level or paved terrain such as golf carts and may not be designed for unlevel or unpaved terrain such as four-wheelers. All vehicles must have mufflers that met or exceed standards of the City of Lafayette sound ordinance for residential areas.

Bikes and the vehicles described above are permitted within pedestrian easements.

7.6 Lighting Easements

A lighting easement allows the use of night lights for the purposes of safety of pedestrians, bicyclists, and vehicle drivers.

The Plan envisions the use of the least light needed to guarantee the safety of the public. As such, lights are to be directed towards the required ground areas with easements, and not focused outside the easements on private property unless requested by the adjoining Plan Participant.

Alternative lighting systems in addition to safety lighting are permitted on or about official local, state, and federal holidays.

8.0 Easement Provisions

Certain provisions of this Agreement apply to Easements regardless of type in terms of general prohibitions and reserved rights of Plan Participants and Plan Signatories.

¹⁴ American with Disabilities Act is implemented by rules promulgated by the United States Access Board. See web page <http://www.access-board.gov/> as existed on July 4, 2005.

8.1 General Prohibitions

An activity on, or use of, the easements which is inconsistent with the purposes of this Agreement or which is detrimental to the values is expressly prohibited and exemplified by the following.

- 1) The placement or construction of any human-made modification not described in this document such as, but not limited to structures, buildings, fences, roads, and parking lots is prohibited in easements. Some exceptions, as described below, are permitted and shall be constructed, maintained, quickly disassembled, and easily moved in whole or in component parts by workmen without the use of heavy lifting equipment. These excepted items may be placed by Plan Participant or by the Plan Signatories if approved by the Plan Participant upon whose easement the improvement is located. The allowed items shall conform to this paragraph and be one of these items for the use by the public:
 - a) bench
 - b) public transit shelter,
 - c) drinking fountain with potable water and piping,
 - d) water fountain with piping,
 - e) sidewalk 10 feet wide or less connecting the main pedestrian way to a parcel,
 - f) waste containers, or
 - g) Sculptural works of art which does not incorporate a commercial trademark.
- 2) Surface mining is prohibited if any substance must be quarried or removed by methods that will alter, consume, or deplete the surface estate including, but not limited to, the removal of topsoil and other materials. As described in Section 8.1, subsurface mining is expressly approved.
- 3) Waste, garbage, trash, noxious, and unsightly material are not allowed and may not be accumulated on the easement
- 4) The following activities are expressly prohibited within easements: light or lasers shows, outdoor cinema, outdoor projection of images, sports requiring equipment, boxing, wrestling, martial arts, or other pugilistic contests, gambling, gaming, or games of chance or skill, distribution of hand bills, display of erotic or obscene images or symbols, and broadcasts or narrowcast of the amplified sounds on or into the easement audible to the human ear.
- 5) The following signs are permitted:

Federal and state highway signs, traffic control signs, street name and address signs as well as signs indicating the location and extent of the easements are permitted within any of the easements.

8.2 Logical Analysis Required

No part of this Tripartite Agreement shall be changed without an analysis of the logical relationships between various subsections such that by changing one subsection another section may be altered and weakened so as to not accomplish its original intent.

8.3 Reserved Rights of Plan Participants

The only rights retained by local governments who purchase easements are those specified in this document. All other rights are held by the Plan Participant which owns the parcels upon which the easement is located.

8.4 Rights of the Plan Signatories

The Plan Participants confer the following rights upon the Plan Signatories to maintain perpetually:

- 1) The easements are granted in perpetuity by the Plan Participants to the Plan Signatories.
- 2) Plan Signatories have the right to enter the parcels at reasonable times to monitor the easement.
- 3) The Plan Signatories, acting in concert and with due process, have the right to prevent any activity on or use of the parcel that is inconsistent with the purposes of this Agreement or detrimental to the conservation values of the parcel.
- 4) The Plan Signatories may require the Plan Participants to mitigate the easements which are damaged by the Plan Participant in order to the preserve the easement.
- 5) The Plan Signatories may place signs which identify the land as protected by this Agreement. The number and location of the signs are subject to the Plan Participant's approval.
- 6) A Plan Signatory may transfer the rights, duties, and privileges to other Plan Signatories in order to enhance the orderly administration of the Plan. The transfer is effected by an inter-governmental agreement between Plan Signatories as described in Section 4.3, Relationships Between Plan Signatories.

9.0 Landscape Requirements

Certain trees within specified geographic areas are protected and mitigated under the provisions of this Agreement. The removal of certain trees require replacement by a similar tree or in special situations, a payment of a fee.

9.1 Categories of Trees

A tree is a self-supporting perennial woody plant, generally single-stemmed, that matures at a height greater than 10 feet, and is referred to in the nursery and landscape industry as a tree.

9.2 Protected Trees

Protected trees are:

- 1) Landmark Trees are planted in tree easements as part of the Caffery and Olmsted Endowments as described in Sections 11.1 and 11.2;
- 2) Heritage Trees are planted trees or existing trees of any size that are voluntarily designated by their owners. The tree shall be protected under the provisions of a Protected Tree;
- 3) Community Asset Trees are designated by the MPO as trees which due to their size, location, or significance are subject to preservation. A negotiated fee may be paid by the Plan Signatories to the owner of the Community Asset Tree as recompense to the owner for the right to protect the tree under provisions of a Protected Tree;
- 4) Mitigation Trees are planted to reduce the impact of an action which presents a hazard and is detrimental to the values of the Corridor; and
- 5) Median Trees are planted on medians and are subject to approval by DOTD.

9.2.1 Landmark Designated Species

Landmark Trees are of certain designated species:

Species	Common Name
<i>Magnolia grandiflora</i>	Southern Magnolia
<i>Quercus virginiana</i>	Live Oak
<i>Taxodium distichum</i>	Bald Cypress

Certain cultivars are recommended variations of a species that has been produced through breeding or deliberate selection. Some cultivars¹⁵ are recommended and are listed below:

- 1) *Quercus virginiana* (Live Oak): "Orange Island Special"

¹⁵ These two cultivars were suggested by The Canopy, a publication of the Louisiana Urban Forestry Council, Summer 2002 Vol. 11 No. 2, Green Bits, p. 4

The "Orange Island Special" Live Oak is available from Live Oak Gardens Nursery in New Iberia. This cultivar was selected as a result of its early development of a mature looking structure. It is a fast growing variety with a bluish green leaf.

2) *Quercus virginiana* (Live Oak): "High Rise Live Oak"

The "High Rise Live Oak" introduced by Tree Introductions Inc. of Athens, Georgia is a semi-evergreen tree with upright-pyramidal branching. The central leader produces evenly spaced ascending branches and dense foliage that gives the tree a decided 'flame shape.' HighRise® Live Oak has a moderate growth rate and is ideal as a street tree, parking lot tree, urban tree and used in buffer areas for noise reduction.

9.2.3 Median Trees

Median trees are limited in size and bulk in order not to pose threats to pedestrians, bicyclists, and vehicle drivers. DOTD shall select and may plant suitable species in medians.

9.2.4 Prohibited Trees and Plants

The following trees and plants may not be planted and grown in the Corridor: Pines (*Pinus* species), mimosa trees (*Albizia julibrissin*), Chinese tallow (*Triadica sebifera*), and Kudzu (*Pueraria montana*).

The Board of Directors of PAACS may designate other prohibited plants and trees based on empirical evidence showing that these plants are hazards.

9.3 Mitigation

Protected Trees, that are removed, shall be mitigated and replaced using an approved Mitigation Plan with provisions specified in this section.

9.3.1 Mitigation Table

Mitigation of protected trees is based on the replacement of trees as specified in the following table. The first column lists the Diameter at Breast Height (DBH)¹⁶ of the existing tree. The second column lists the number of replacement trees for each existing tree. The third column lists the

¹⁶ The Diameter-At-Breast-Height (DBH) is the tree trunk diameter measured in inches at a height 4.5 feet above the ground. If a tree forks into multiple trunks below 4.5 feet, the trunk is measured at its most narrow point beneath the forks.

minimum caliper diameter¹⁷ in inches for each replacement tree. The species of the replacement tree shall be selected from the list in Section 9.2.1, Landmark Designated Species.

Each Existing Tree measure by DBH (inches)	Number of Mitigation Trees	Replacement Minimum Caliper Diameter (inches)
0-5.99	1	2.0
6.00-8.99	2	2.0
9.00-11.99	3	2.0
12.00-14.99	5	2.0
15.00 -19.99	7	2.0
20.00-24.99	10	2.0
25.00-29.99	15	2.0
30 or greater	See calculation below	2.0

For the replacement of a protected tree with a DBH greater than 30 inches, the number of mitigation trees is equal to the following calculation:

- 1) subtract 25 from the DBH;
- 2) multiply the result of step 1 by 1.3;
- 3) add 20 to the result of step 2; and
- 4) round up to the next whole number

Thus, to mitigate a tree with a DBH of 30 inches, the calculation would be $((30-25) \times 1.3) + 20 = 26.5$ rounded up to 27 trees; to mitigate a tree with a DBH of 50 inches, the calculation would be $((50-25) \times 1.3) + 20 = 52.5$ rounded up to 53 trees.

9.3.2 Location of Mitigation Plantings

One mitigation tree is placed near the location of the removed tree(s) unless the tree may eventually pose a hazard. The tree is maintained in good health until self-sustaining by the mitigator. Additional mitigation trees are planted within the tree easement owned by the Plan Applicant. If an additional area in the easement is not available, then the Plan Applicant may plant the mitigation trees in an adjoining parcel or may make a cash payment to the Jefferson Caffery Parkway South Endowment as described in Sections 10.0 and 11.0 and their subsections. The amount of the cash payment is equal to 150 percent of retail cost of the mitigation trees: the 100 percent of retail cost is

¹⁷ The caliper diameter is measured 12 inches above the soil line, or across the stump if the tree has been severed at less than 12 inches above the soil line. For multi-trunk trees, the caliper diameter is the diameter of a circle, which has area equal to the area of the several trunks.

equal to the initial purchase of the trees themselves and 50 percent of the retail cost is equal to the maintenance of the tree.

9.3.4 Mitigation Seedling Quality

Mitigation seedlings are obtained from a recognized nursery using proper horticultural practices as assured by a certified landscape architect such that:

- 1) all trees will be healthy, vigorous stock grown under climatic conditions similar to conditions in Lafayette Parish and free of injury, disease, or disfigurement. Trees will have an appropriate rootball size in relation to stem caliper and height;
- 2) planting stock will, as a minimum, meet the specifications of the American Association of Nurseryman's *American Standard for Nursery Stock* (ANSI Z60.1) and as further defined herein as suitable for the purposes described in this Agreement;
- 3) the minimum tree size is 2.0 inch caliper;
- 4) the species and cultivars are specified in Section 7.4.1.2 Landmark Designated Species;
- 5) trees of the same species shall be uniform in size and shape; and
- 6) all trees are to be delivered from the growing site to the planting site with special care so as to prevent the rootball from excess drying and limit wind damage to the foliage.

10.0 Tax Increment Financing (TIF) District

Under provisions of the Community Development District Act (Louisiana Revised Statutes 33:9039.11 et seq), the governing legislative body of a municipality may select tax increment financing (TIF) to fund public improvements. Sales and property taxes may be both increased and/or incremented. An increase occurs when the rate of taxes is increased. An increment occurs when the collection of existing taxes rises because of an investment. For both increase and increment, the additional amount collected is dedicated to specific improvements. Other funds may be collected by municipalities and dedicated for these specific improvements.

TIF financing districts are proposed alongside of the Parkway for improvements described in the Tripartite Agreement. Each local government proposes and configures the TIF district which bounds the portion of the parkway within its corporate limits.

The TIF revenues are proposed to be expended only on these projects:

- 1) The Tripartite Easement: Generally, the Tripartite Easement totals 55 feet on each side of the parkway and is particularly described in the plan drawings in Section 1.0, Official

Name, Plan Components, and Planning Area. The parcel's easements are purchased and is dedicated for public purposes in perpetuity.

2) The Pedestrian and Bike Pathway: The pathway is 10 feet wide and located within the Tripartite Easement. A plan view and typical cross section of the pathway is illustrated on Plan Sheet S01.

3) Landscaping, Lightning, and Street Furniture: The typical landscaping and lighting within the Tripartite Easement is illustrated on Plan Sheet S01. The types of landscaping and green infra-structure to be planted are particularly discussed in Section 7.4, Tree Easement as well as elsewhere in this document. Street furniture is described in 8.1 General Prohibitions.

4) Perpetual Landscape Maintenance: Endowments in the name of each municipality with a TIF district are created to fund the maintenance of landscape in perpetuity as described in Section 11.0, Frederick Lewis Olmsted, Sr. Endowment¹⁸, and the Ambassador Caffery Parkway South Endowments¹⁹.

5) Pocket Parks and Remainder Parcels The locations of small parks with old growth trees adjoining the right of way are illustrated on the Plan Sheets A02- A16.²⁰ Typically, pocket parks adjoin the Tripartite Easement. The pocket parks may be donated or purchased from a property owner. If the parcel is purchased, then it is dedicated for public purposes in perpetuity, subject to the conditions of the Tripartite Easement, except that it is owned by the governing body in fee simple. If the parcel is donated for perpetual public use as a pocket park, restrictions may be placed on these parcels by the donator including a park name; but no restriction can be placed that violate either the intent or the conditions of the Tripartite Agreement. Additionally, the location of small or odd shaped parcels is illustrated on the Plan Sheets A02- A16.²¹ The Tripartite Easement is enlarged from remainder parcels that result that are generally too small to be of use to the original owner. The purchase is amicable being not subject to expropriation. The parcel is purchased and is dedicated for public purposes in perpetuity.

¹⁸ See Section 11.2.1 for a description of specific purposes of the Olmsted Endowment.

¹⁹ See Section 11.1 for a description of the specific purposes of the Caffery Endowment.

²⁰ The MPO Pocket Parks are illustrated by the bold dashed light purple line on plan drawings.

²¹ The remainder parcels are illustrated by bold dash gold lines which generally follow property lines and right of way lines.

11.0 Financial Plans

As currently proposed, the municipal governments collecting TIF funds control the expenditure for the construction of the improvements.²² The maintenance of these facilities once built is funded by the TIF funds in the Caffery and Olmsted Endowments. PAACS (Planning Association of Ambassador Caffery South) direct the expenditure of these two endowments.

PAACS is an association of property owners along frontage of the Parkway. Membership is voluntary. Voting is proportional to the ownership of parkway frontage. The property owners elect a board of directors containing a Chairperson, a Vice Chairperson, a Secretary and a Treasurer, all of whom serve without compensation. The PAACS board directs the expenditure of funds held by a donor advised fund within Community Foundation of Acadiana.

PAACS directs two endowments:

1. Ambassador Caffery Parkway South Endowment for landscape planning; and
2. Frederick Law Olmsted Endowment which for landscape maintenance.

11.1 Jefferson Caffery Parkway South Endowment and Plan

The Jefferson Caffery Parkway South Endowment is created for the operational funds for PAACS to manage the Jefferson Caffery Parkway South Plan. The Caffery Plan is created to integrate the TIF revenues collected by the various local governments so that a common vision may be implemented along the Parkway. The Plan shall seek to implement the provisions of the official plan components as described in Section 1.0, Official Name, Plan Components, and Planning Area. The plan shall state specific goals, concise objectives, and measurable strategies. The annual update will measure the degree to which the Plan is being implemented.

To further these ends, the endowment funds are to be expended for these two purposes:

- 1) Fees to urban planners, consultants, accountants, attorneys, and professional arboricultural specialists to create the Jefferson Caffery Parkway South Plan in order to execute requirements of this Agreement; and
- 2) Operational funds for PAACS for administrative, and other institutional needs to create, oversee, monitor and evaluate the execution of plans within the corridor.

The Endowment is funded from four sources.

- 1) TIF revenues (as described in Section 10.0) shall fund the initial endowment;
- 2) The Plan Signatories may allocate funds, services, and/or materials to the Jefferson Caffery Parkway South Endowment and may apply to private donors and/or governmental agencies

²² See Section 10.0, subsection 1 to 5 for a list.

for funds. The Plan Signatories may provide these and other valuable considerations based on conditions which may change over time as the plantings mature;

- 3) Valuable consideration and mitigation fees collected pursuant to this Agreement in which PAACS is named as the recipient; and
- 4) Private funding is derived membership fees for Plan Participants as approved by the PAACS Board of Directors.

The Caffery Endowment is a donor directed fund within the Community Foundation of Acadiana. The PAACS Board of Directors directs how funds are expended to achieve its institutional goals.

11.2 Frederick Law Olmsted, Sr.²³ Endowment

The Frederick Lewis Olmsted, Sr. Endowment provides financial support for maintenance of Tripartite projects during two economic periods. The first period is during asset growth when the return of endowment investments is more than the rate of inflation. The second period is during periods of excessive inflation when the rate of inflation is more than the rate of return on investments. During periods of asset growth, assets are set aside in the Reserve fund and the Conservation fund. During periods of excessive inflation, the Reserve Fund is used to pay for administrative costs associated with the Endowment while the Conservation Fund is used to conserve and maintain existing landscape installations without utilizing the initial endowment. The annual returns less the contributions to the Reserve and Conservation Funds, are placed in the Operational Fund for the plan's purposes.

The implementation of these purposes is instituted by two community groups. The Board of Directors of PAACS develops plans and policies which are implemented by the PAACS Executive Director. The Executive Director, with local government support, implements five year plans through directing field workers who actually maintain landscaping. A second group, The Board of Directors of the Community Foundation of Acadiana, annually reviews the actions of the Board through a donor directed fund. To facilitate public meetings and other functions, the Public Meeting Fund is established.

11.2.1 Purposes of the Olmsted Endowment

The purposes the Olmsted Endowment are to provide maintenance within the Tripartite Easement along and within the Parkway. The typical landscaping within the Tripartite Easement is illustrated on Plan Sheet S01 and is discussed in Section 9.0, Landscaping Requirements

²³ Frederick Law Olmsted, Sr.(1822–1903) was a United States landscape architect, famous for designing many well known urban parks, including Central Park in New York, New York, and Audubon Park in New Orleans, Louisiana, among many others. He described his travels along the Old Spanish Trail *A Journey through Texas* (1857) traveling from San Antonio to New Orleans. He traveled through Acadiana on these travels describing people and their customs as well as the natural environment.

Each landscape installation is composed not only of green-infrastructure, but also composed of landscape structures. Landscape structures may be composed of concrete, plastic, wood, stone, brick as well as other similar permanent materials. The materials may be used to construct containers in which plants grow. The containers may be placed above ground or directly into the earth, may have narrow edging between plants or wide pedestrian ways, may have an arbor²⁴ or be open to the sky, and may allow plants to be planted directly in the earth or may allow plants to be placed in a closed container. Urban furniture described in Section 10.0, Tax Increment Financing (TIF) District and 8.1 General Prohibitions such as benches may also be part of the presentation of green-infrastructure. Artistic objects, such as obelisks, murals, frescos, and sculpture may also be included, but they shall serve some utilitarian purpose.²⁵ Lighting may be a component in the landscape structures so that the beauty of plants and safety of the traveling public is enhanced during night time. Pedestrian and bike paths are maintained in a manner to assure the safety of its users.

The landscape structures should be simple, but not simply utilitarian. Structural ornamentation should not obscure the design element of the structure nor obscure the trees, shrubs, ground covers. These design principles should enhance the presentation of living plants to the public traveling in vehicles or walking as pedestrians. We are seeking high quality design and craftsmanship.

Landscape installations may be added and removed as the green infra-structure matures and landscape structures require replacement as they age and degrade.

11.2.2 Olmsted Planning Period

The plan seeks to provide funds in perpetuity of these purposes. It is hoped that the endowment funds will provide support during the best of times and the worst of times. There will be trying times when economic depression and currency inflation occur. There will be times of progress when economic growth steadily occurs.

This Olmsted Plan was written to prosper during both of these periods. During trying times, it is hoped that the endowment will provide green living symbols of hope that better times are to come. During times of progress, the endowment seeks to provide symbols which signify the best of the human spirit.

²⁴ See Plan Sheet S04 for specifications of arbors used as signs.

²⁵ For example, an obelisk may be of sufficient height to mark its location to an observer across town; a mosaic, mural or fresco may be map of a locale. In each of these cases, the object conveys information required by the traveling public.

11.2.3 Quality of Endowment Investments

Investments should be managed using financial instruments (primarily bonds) with highest rated level of ability to pay a return on an investment and return the initial capital. The preference at the time of writing is for instruments which have the full faith and credit of the United States of America or its agencies. Nevertheless, commercial instruments may be acceptable if in the future government financial instruments are not reliable. If commercial instruments are used, then the investments should be rated by A.M Best Company as A++, Standard and Poor's as AAA, or Moody Investor Services as Aaa, or other similar measures if these indices are not available from these companies or their successors.

Equity investments are also permitted. These investments should be carefully considered so as to insure a steady growth in value and a reliable income. The quality of the equity instruments should be issued by companies with commercial bonds as rated and described above.

The ratio of equity to bonds should be carefully selected to provide growth in equity, but at the same time as to insure continuance of the Olmsted Plan and protection of the endowment against loss. All investments involve risk and the plan investments should err on the side of protection of capital against loss.

The Endowment shall²⁶ not own more than 1% of the debt or 1% of the equity of any single issuer, company or other entity. Thus investment should be diversified among many sources so as to avoid the amplification of loss of any single issuer, company or other entity.

Individual financial instruments should be owned by the endowment. If mutual funds are selected, then the endowment may not own more than 1% of the total portfolio and the fund should be publicly traded on the New York Stock Exchange or other stock exchange in which quality bonds described above are traded.

Interest and dividends shall be paid in cycles of less than 366 days.

The actual management and selection of the investments shall be the Board of Directors of the Community Foundation of Acadiana or their designee.

A statement of investment strategies selected by the CFA Board shall be included in the annual report along with an inventory of which practices (described in this section) are implemented and which practices are not.

²⁶ The use of "shall" in this section means that an activity is prescribed and not optional. The use of "may", "should" and "could" means that an activity is encouraged, but not prescribed. That is to say that the manager of the plan should use good judgment in seeking to implement not prescribed activities, but events may occur that prevent their implementation. The use of the present tense without "shall" or "should" may occur, particularly in the description of methods of financial calculations. In this case, the present tense means that an activity is not optional, but prescribed.

11.2.4 The Olmsted Reserve, Conservation, and Operational Funds

The plan seeks to protect the initial capital in the Olmsted Endowment from currency inflation and certain types of expenditures. As shown in examples with illustrative figures in the table below, the endowment receives an example return of \$100 on an investment of \$1000 as exemplified in items 1 and 2 in the table below. However, a portion of the return is not due to growth in capital, but rather a growth due to currency inflation as shown in item 3. The actual return on the investment is shown in item 4, Net Investment Return. The currency inflation is re-invested so that in subsequent years, the purchasing power of the endowment is not reduced. Moreover an additional amount is set aside in the Reserve and Conservation Funds for use during periods of excessive currency inflation as shown in Item 5. The net operational amount is used to fund the Operational Fund and is listed in Item 6.

TABLE 11.2.4 MPO TRIPARTITE AGREEMENT METHOD OF COMPUTING NET OPERATION AMOUNT EXAMPLE COMPUTATIONS WITH ILLUSTRATIVE FIGURES		
Item	Description	Amount (\$)
1	Endowment	1000.00
2	Gross Investment Return of (10% of Endowment)	100.00
3	Less 2% Currency Inflation (2% of Endowment)	20.00
4	Net Investment Return	80.00
5	Less Reserve and Conservation Fund Contributions	16.00
6	Net Operational Amount	64.00

The methods to calculate currency inflation and the size of the contribution to the Operational, Reserve, and Conservation Fund are described below

11.2.5 Calculation of Currency Inflation

The endowment is increased to compensate for currency inflation. Currency inflation is measured by the Consumer Price Index (CPI) as calculated by the United States Department of Labor, Bureau of Labor Statistics for urban dwellers. Each year in the month of June, the annual inflation index shall be computed as described in the table below.

TABLE 11.2.5 MPO TRIPARTITE AGREEMENT METHOD OF COMPUTATION OF CURRENCY INFLATION FOR THE MONTH OF JUNE EXAMPLE COMPUTATIONS WITH ILLUSTRATIVE FIGURES		
Item	Description	Amount (\$)
Step 1	CPI for the current month of June	136.0
Step 2	CPI for June one year ago	129.9
Step 3	Subtraction of the two CPI's to yield the point change	6.1
Step 4	Ratio of the point change and initial CPI (6.1/129.9)	0.047
Step 5	Ratio converted to percentage (0.047 x 100)	4.7%

11.2.6 Reserve and Conservation Account

The Reserve and Conservation Funds provides for administrative and maintenance costs when the gross return on the investment is less than the amount of currency inflation. During these periods, the endowment will actually shrink unless money is set aside for this extraordinary event. The calculation of the Reserve and Conservation Funds are illustrated below in Table 11.2.6.

TABLE 11.2.6 MPO TRIPARTITE AGREEMENT METHOD TO CALCULATE THE RSEARVE AND CONSERVATION ACCOUNT ANNUAL CONTRIBUTION EXAMPLE COMPUTATIONS WITH ILLUSTRATIVE FIGURES		
Item	Description	Amount (\$)
1	Net Investment Return (line 4 of Table 11.2.4)	80.00
2	Reserve Fund Contribution - 5% of Net Investment Return	4.00
3	Conservation Account Contribution - 15% of Net Investment Return	12.00
5	Total Reserve and Conservation Fund Contributions	16.00
6	Net Operational Amount (line 1 minus line 5)	64.00

11.2.7 Olmsted Reserve Fund

As shown in the table above, a reserve fund is a separate account for use during periods when the size of the net operational amount does not cover certain costs in an annual cycle. During periods of positive growth, the annual contribution to the reserve fund is equal 5% of the net investment return.

The reserve fund may be used only for certain purposes. The purposes are listed in order of precedence in the following table. The preceding purpose is covered if sufficient funds exist and then and only then does the next item become eligible for funding.

TABLE 11.2.7 MPO TRIPARTITE AGREEMENT PRIORITY LISTING OF ADMINISTRATIVE EXPENSES PAID BY THE RESERVE FUND	
Priority	Activity
1.	Professional fees payable for computing and tracking the net and gross investment return, currency inflation, as well as reserve and maintenance fund contributions;
2.	Professional fees to determine the amount of extra-ordinary fees not described in this table (as described in the line 3).
3.	Costs in which the endowment may be required to pay extra-ordinary fees not described in this table and which threaten to diminish the amount of the Endowment principle.

The reserve fund should be managed so as to insure the continuance of the administration of endowment. The PAACS Board may at its discretion select to fund only the items near the top of list if a period of income loss is anticipated. No less than 5% and no more than 20% of reserve funds may are expended in any one year, the amount to be determined by the PAACS Board and

the CFA Board. The principle of the Endowment shall be used only if there are no remaining funds in the Reserve Fund.

Funds for administrative purposes during these periods of negative endowment growth may be withdrawn from the Endowment only if there are no remaining funds in the reserve account.

In contrast during periods of growth, portions of the reserve fund may be transferred to the endowment for investing when two conditions occur.

- 1) The principle of the reserve fund is equal to or greater than 20% of the Olmsted Endowment Principle and
- 2) The remaining amount in the reserve fund shall not be less than an amount equal to 10 times the average annual administrative costs of the endowment for the past 5 years.

The administrative cost shall be computed by adding administrative expenses presented in Table 11.2.7, Priority Listing of Administrative Expenses as items 1, 2, and 3. Optionally, the PAACS Board at its discretion may include other items listed in the table. Thus items may be added to the calculation, but no items shall be excluded in determining the reserve fund's minimum size. Once transferred to the Olmsted Endowment, then all reserve funds are commingled and become fully utilized in the Operation Fund.

The Reserve Fund shall be invested in conservative investments where the potential of loss of principle is small.

11.2.8 Olmsted Conservation Fund

The operation of the conservation fund is very similar to the reserve fund, but with some significant differences. The reserve fund is dedicated to administrative cost while the conservation fund is dedicated to conserving previously constructed projects. Both funds are used during periods when the size of the net operation amount does not cover these costs.

The conservation fund is a separate account for periods when the net investment return is not large enough to fund maintenance of existing projects. During these periods, a portion of the Conservation Fund may be used to pay for certain maintenance costs associated with green space and green infrastructure.

The annual contribution to the conservation fund is equal 15% of the net investment return.

The conservation fund should be managed so as to insure the continuance of existing green space and green infrastructure which has been previously constructed by the endowment fund. Certain items are given priority as described in the table below. The items are listed in order of priority. The preceding item is covered if sufficient funds exist and then the next item is eligible for funding.

The PAACS Board may, at its discretion, select to fund only the items near the top of the list if a period of negative growth in the endowment is anticipated. No less than 5% and no more than 20% of Conservation Funds may be expended in any one year, the amount to be determined by the PAACS Board. The principle of the Endowment shall be used only if there are no remaining funds in the Conservation Fund.

TABLE 11.2.8 MPO TRIPARTITE AGREEMENT PRIORITY LISTING OF MAINTENANCE EXPENSES PAID BY THE CONSERVATION FUND FOR GREEN SPACE AND GREEN INFRASTRUCTURE	
Priority	Activity
1	Fees required by landscape professionals for the management of the green space and green infrastructure;
2	Typical recurring conservation costs for wages of maintenance staff who tend green space and green infrastructure requiring physical labor;
3	Costs in which the endowment may be required to pay extra-ordinary fees not described in this table and which threaten to diminish the amount of the Endowment.
4	Unusual and non-recurring green space and green infrastructure maintenance cost greater than 5% of the total current endowment as determined by the PAACS Board.
5	Typical recurring expenses related to preserving equipment maintenance and tool sheds as exemplified by storage sheds for tools and equipment, repair and replacement of machinery and tools;

During these periods when the Conservation Fund is being expended, there shall be certain ratios of professional compensation and laborer's wages. The ratio ensures that the endowment funds actual field work being performed. The hourly rate of pay for landscape professionals (listed as Item 2 in the above table) shall not be more than 10 times the hourly rate of pay for a "green" worker (listed as Item 3 in the above table). Furthermore, the total amount expended on landscape professional fees shall not be more than 10% of fees expended on green worker wages. It is highly recommended (but not required) that these ratios be used during all periods so as to provide stable rates of pay to the Endowment workers.

In contrast--during periods of growth, portions of maintenance funds may be transferred to the Olmsted Endowment. If the principle of the Conservation Fund is equal to or greater than 33% of the Endowment principle, then the PAACS Board may transfer Conservation Funds to the Endowment for investing. The remaining amount in the Conservation Fund shall not be less than an amount equal to 10 times the average annual maintenance costs of the Endowment for the last five years. The Conservation Fund costs shall be computed by adding maintenance expenses presented in Table 11.8, Priority Listing of Maintenance Expenses Paid by the Conservation Fund for Conservation of Green Space and Green Infrastructure. The items to be added in annual cost are 1, 2, 3, 4, and 5 in Table 11.2.8. The PAACS Board may at its discretion include other cost associated with conservation fund purposes in computing this average. Once transferred to the Olmsted

Endowment, then all conservation funds are commingled and become fully utilized as Endowment funds in the Operation Fund.

The Conservation Fund shall be invested in conservative investments where the potential of loss of principle is small.

11.2.9 PAACS Board of Directors and the Community Foundation of Acadiana

The PAACS Board, as the body which utilizes the resources of the Caffery and Olmsted Endowments, shall develop and publish official bylaws not in conflict with the Community Foundation of Acadiana's bylaws and this Agreement.

The audit of the Caffery and Olmsted Endowment shall be conducted to the standards established by the Community Foundation of Acadiana.

At an annual meeting, the PAACS Chair shall present an annual report and an annual audit to the Board. The report shall evaluate the performance of the Caffery and Olmsted Endowments and the implementation of the plan's purposes and the policies. The report shall include an account of the quantity and quality of landscaping maintenance for Ambassador Caffery Parkway South. An aesthetic evaluation of the design shall also be presented. The annual audit and annual report shall be written in the common language and style as typically used in the most widely read local newspaper or as used in this document. The CFA's Board of Directors shall review and approve the audit or remand to PAACS for revision. The CFA may at that time provide non-binding advice to PAACS on the methods of accomplishing the Plan's purposes.

11.2.10 The PAACS Board of Directors and PAACS Executive Director

The development of PAACS operating policies is the responsibility of the PAACS Board. A policy is a principle or rule which may be applied in many different contexts as the correct course of action to be followed by the PAACS Executive Director. The PAACS Board may appoint and fix the hourly rate or salary compensation of its Executive Director. The Executive Director's primary job shall be to implement the PAACS Board's policies. Members of the PAACS Board may not execute policies by their individual actions. Direct orders by a member of the PAACS Board shall not be made or submitted to the Executive Director or other workers and consultants. Rather, the Executive Director or his designee shall direct employees in their work. The Endowment's work shall be performed to standards established by the Board as a whole and to the satisfaction of the PAACS Board as a whole and not to the discretion of an individual board member.

11.2.11 Public Participation in Financial Plans

The steps taken to implement public participation described in this section shall be made a part of the Olmsted Five Year Plan as well as the annual report.

The PAACS Executive Director (or his designee) should actively seek the participation of the public in volunteer efforts to implement the Tripartite Agreement. The Executive Director should identify both individuals and groups who have an interest in the plan implementation. These stakeholders should be contacted and encouraged to provide real estate, financial assets, pro bono services, and labor so as to augment the financial resources of the Caffery and Olmsted Endowment. The organization of these stakeholders may be institutionalized into a formal voluntary association whose role and responsibilities are acknowledged by the PAACS Board Bylaws and the five year plans.

There are two essential tasks that shall be pursued by the Executive Director with vigor using his professional knowledge and skills:

First, the Executive Director should seek to develop local government ordinances which allow landowners to make donations of real estate parcels or easements to the Caffery and Olmsted Endowments. These parcels or easements should be near or at the Parkway for use by the Endowment. The donation may be of actual property; or of an easement or the usufruct of the property for a standard term to be determined by the Board.

Second, the Executive Director should also seek to implement by local government ordinance or resolution as well as by private agreements a set of urban design standards for buildings and streets within the corridor. These urban design standards should reflect native and traditional designs of structures found in Acadiana.

In conjunction with the preparation of the annual report, the PAACS Board will hold at least one meeting for comments from the public on the Caffery and Olmsted Endowments' performance. The public meeting may be a portion of a regularly scheduled PAACS Board meeting. The public comments will be described in general terms in the annual report and should be considered as advisory and not compulsory to the PAACS Board.

The public meeting, annual audit and report shall contain a discussion of each of the following elements:

- 1) The purposes of the Caffery and Olmsted Endowments;
- 2) A description of the assets and investments held by the Community Foundation of Acadiana for the Caffery and Olmsted Endowments;
- 3) A tabular list of assets and liabilities of the Caffery and Olmsted Endowments totaling its net worth;
- 4) A particular account of the activities of the Caffery and Olmsted Endowments occurring the past year;
- 5) A general account of the activities in the past five years;
- 6) The specified activities proposed for the next year;
- 7) The generalized account of the activities in the next five years; and
- 8) A request to the public for projects to be added or deleted.

The annual audit and report as well as the Endowment Plan are freely distributed annually without copyright protection to the news media, and public libraries in paper or electronic format without fee in conformity with the procedures and policies of the Community Foundation of Acadiana.

The PAACS Board may charge a nominal fee to cover the cost of duplication and distribution for copies of audits, reports, bylaws, and the Tripartite, Caffery and Olmsted Plans printed to paper upon request by anyone. Other records of the Endowment may be released upon request of the public if approved by the PAACS Board.

When a revision to the bylaws occurs, then the entire set of bylaws are re-issued with the revision included in a final document. The final document shall be the entire set of bylaws.

11.2.12 Olmsted Public Meeting Fund

To fund building professional, mentoring, and friendship linkages within the community, the PAACS Board of Directors at its discretion may expend 0.5% or less of net operation amount²⁷ on networking activities as part of the Public Meeting Fund. Academic pursuits such lectures, colloquia and tours of landscape projects in Lafayette and adjoining parishes are examples of acceptable networking activities. The Public Meeting Fund may be used for convivial activities.

Participants in the networking activities may include PAACS members, The Board of Directors of the Community Foundation of Acadiana, faculty members of the Olmsted Scholarship Committee, potential applicants for the Olmsted Scholarship Committee, the PAACS Executive Director and the general public who are interested in furthering the goals of the Endowment.

11.2.13 Olmsted Educational Fund

At the recommendation of the PAACS Board, contributions to the Frederick Law Olmsted, Sr. Scholarship may be made each year in which the net operation amount (as discussed in the previous section) is greater than zero.

The annual contribution to the Frederick Law Olmsted, Sr. Scholarship fund shall not be more than or equal to 2.5% of the net operation amount.

The Frederick Law Olmsted, Sr. Scholarship pays for tuition, books and educational materials, a modest stipend, room and meals at the University of Louisiana at Lafayette (ULL). In addition, all costs of a work study program are awarded as part of the scholarship during two periods of three months, being typically in the summer months. In addition to wages, the PAACS Board shall set a limit for construction costs associated with the work study program in which the scholar constructs

²⁷ See Table 11.2.6, Method to Calculate the Reserve and Conservation Account Annual Contribution Example Computations With Illustrative Figures, Line item 6.

a modest landscape or urban design facility. All work study programs shall be constructed along the Ambassador Caffery Parkway South. Other than the labor expended on the work study program, scholars are encouraged to pursue their studies full time and not be employed elsewhere.

Applicants should have completed one half the course requirements of an initial bachelor degree in two broad fields of study. The first field is natural science degrees in botany, horticulture, forestry, agriculture, and ecology. Natural science projects should cultivate and plant green infra-structure illustrated in the plan views and the cross sectional views as illustrated on Plan Sheet S01-S06. A second field of study is urban design degrees in architecture and advertising using graphic arts. Urban design projects should construct the built environment as illustrated in Plan Sheets S04-S06. Additional descriptions of the built environment which may be used as design elements are discussed in Section 8.1 General Prohibitions, subsection 3. The PAACS Board may approve other closely related academic fields and types of projects.

The scholar(s) shall be selected from a widely advertised call for applicants based on financial need and academic ability as determined by the following priorities:

- 1) financial need as quantified by the University of Louisiana's evaluation process for other similar scholarships in which financial need is a criteria;
- 2) the quality of a work study plan submitted by the scholar for two periods of three months;
- 3) the efficiency of the landscape or urban design project in terms of construction and maintenance costs; and
- 4) a quantification of academic scores showing superior academic performance in the prior years of study.

The applications for scholarship shall be evaluated by the Olmsted Scholarship Committee which is composed of faculty representatives from the approved fields of study in the natural sciences and urban design. The members of the Committee shall be greater than three and fixed by the PAACS Board of Directors. Service by committee members is voluntary, and without payment of honorarium or direct monetary compensation.

The Olmsted Scholarship Committee shall review and make recommendations from among the applications. In the case where less than three members of the Committee participate in evaluation, then the Board or its designee shall evaluate and recommend from among the applications.

The final decision as to the award of the scholarship is by the Board from among the three applicant names submitted for consideration.

Upon award, the remaining half of the bachelor degree shall be pursued as a full time student with a grade point average greater than 2.99²⁸ for each portion (i.e. semester, quarter, etc) of the academic year in which a final grade is reported by the UL Registrar.

Scholars may lose their scholarship due to academic performance less than 2.99 or unacceptable performance during the work study program such that the actual work is not as described in the work study program. The PAACS Executive Director or other designee of the Board shall evaluate and report the scholar's performance each period in which grades are given and in which the work study program is performed.

The work study plan shall describe a landscape design of plants or urban design using modest structures in which plants are used. The scholar shall develop an individual plan in which the scholar's performs all labor related to a project. If the applicant is not able-bodied and unable to perform manual labor, then the applicant shall file a work study plan which may be accomplished with the aid of one green worker²⁹ working alongside of the scholar. In all cases, the scholar shall be paid a salary and benefits equivalent to the least hourly wage paid to green worker currently employed by the Endowment in fieldwork. The scholar shall work at least 40 hours per week. Additional hours are at the discretion of the scholar.

The number of scholarships and their frequency of award are at the discretion of the Board with the following guidelines. The preference is to award one full scholarship for two years of study contingent on successful completion of coursework leading to a bachelor degree with suitable grades and completion of two periods of three month each. The PAACS Board shall always provide a full scholarship to a scholar covering all specified cost for a period of two years including the work study employment. As such, because funding may not be at a sufficient level, the Olmsted Scholarship may be given on an irregular basis and may be awarded only when the funds are available to pay for a full scholarship.

11.2.14 Olmsted Operational Fund

The operational activities are funded by the net operation amount (line 6) as specified in Table 11.2.6., Method to Calculate the Reserve and Conservation Account Annual Contribution, Example Computations With Illustrative Figures.

²⁸ Grades are quantified such that the letter grade of A, B, C, D, F are equal to respectively 4, 3, 2, 1, 0. Credit hours are determined by the nominal number of instruction hours in a typical week. Courses graded with satisfactory and unsatisfactory shall not be used in determine grade point average. Using these definitions, the following formulas are use to compute grade point average:

$$\text{Quality Points} = \text{Grade} \times \text{Credit Hours}$$

$$\text{Grade Point Average} = \frac{\text{Total Quality Points}}{\text{Total Credit Hours}}$$

²⁹ A green worker plants is employed in manual labor to implement the landscape and urban design plans.

With this amount of available funds in mind, the PAACS Board shall develop policies for a five year operational plan. A policy is a principle or rule to be applied in many different contexts as the correct course of action to be followed. Among the policies to be decided by the Board, a decision should be made of the intensity and the geographic distribution of the corridor landscaping and maintenance. An even distribution is not required, but the distribution should be based on a rational and consistent method. Most importantly, the types of landscaping should be considered. The plantings shall be suitable for environmental conditions prevalent in South Louisiana without excessive care including natural water cycles and extremes of temperature. In conjunction with local and state governments, the PAACS Board should develop guidelines for street furniture, lighting, pedestrian ways, and other structures associated with the green infrastructure.

Using the policies developed by the Board, the Executive Director shall oversee the development of an Olmsted Five Year Plan. The five year plan, written and illustrated by a professional planner, architect or landscape architect, shall contain goals³⁰, objectives³¹ and strategies³². The Plan shall be reviewed each year. The PAACS Board shall review and approve the proposed plan as well as direct the Plan's revision when needed over the life of the Plan. The PAACS Board's annual evaluation of the Plan shall be made part of the historical record.

During the final year of the Olmsted Five Year Plan, another five year plan shall be developed and implemented so as to always have an active plan. Archives of completed plans shall be maintained by the PAACS Board and made available to the public.

The Olmsted Five Year Plan is to be detailed as required so that the Executive Director may proceed with confidence that she is fulfilling the direction of the PAACS Board as stated in their policies. The Plan shall contain text, tables, and graphics. At minimum, each policy, goal, objective, and strategy shall be written simply so as to be understood by a lay reader. The plan should also have a calendar indicating planting and bloom time of flowering plants to be used. The table shall have financial estimates of anticipated expenditures by type of costs and a comparison of anticipated revenue and expenditures as dispersed to the Reserve, the Conservation, the Operational and the Public Meeting Funds. The minimum graphics shall be a map of the Parkway showing the locations of Olmsted Endowment and Scholarship activities. An estimate of the total and individual annual costs of the Plan over a five year period shall be developed and readjusted annually as to the amount of reasonably anticipated income from the Endowment investment in the Community Foundation of Acadiana.

³⁰ A goal is a general statement of a future condition which is considered desirable for the community; it is an end towards which actions are aimed.

³¹ An objective is a statement of a measurable activity to be accomplished in the pursuit of a goal; it refers to some specific action which is reasonably attainable.

³² A strategy is a specific proposal to do something that relates directly to accomplishing the objective; it identifies the how, where, and amount to be done.

A significant responsibility of the PAACS Board and the Executive Director is to develop five year plans in which existing facilities are maintained in good order. The preference is for plans that do not over extend the assets of the Endowment in building and maintaining facilities in a poor state than can reflect poorly on the Endowment. The goal should be to have an optimum number of facilities maintained to high standards. These high standards should be codified into landscape maintenance practices plan as approved by the PAACS Board.

11.3 Separate and Proportional Accounting

If Tax Increment Financing (TIF) revenues are collected by more than the two authorities, then:

Accounts shall be established so as to separate certain funds and yet commingle other funds.

TIF revenues collected within a district shall be separated from one another in separate funds for three Olmsted Endowment funds. These funds are used for the perpetual maintenance with the Reserve, Conservation, and Operational Funds.

TIF revenues as well as other local government contributions and allocations shall be commingled for planning, educational, and public meeting purposes. These three purpose's are funded as joint activities. Two Olmsted Endowment funds have joint purposes: Olmsted Educational Fund and Olmsted Public Meeting Fund. All funds contributed to the Jefferson Caffery Parkway South Endowment are commingled.

The contributions to commingled accounts should be proportional. The proportion shall be based on the length of the roadway within each local government jurisdiction.

12.0 Remedies

The remedies herein are cumulative and in addition to any other right or remedy of the Plan Signatory.

The following provisions govern the easements:

- 1) A delay in enforcement shall not be construed as a waiver of the right to seek redress and compensation under the terms of the Agreement.
- 2) The Plan Signatories and Plan Participants may not bring an action against the Plan Participant(s) from causes beyond the Participant's control including, but not limited to, unauthorized actions by third parties, vandalism, vehicle accidents and crashes, natural disasters such as unintentional fires, floods, storms, hurricanes, tornados, natural earth movement, and other acts of God.

- 3) If the Plan Signatories as a group or singularly determine that the Plan Participant is in violation of this Agreement or that a violation is threatened, they shall provide written notice to the other Plan Signatories, PAACS, and Plan Participant. The written notice identifies the violation and requests corrective action to cure the violation as well as where the parcel has been injured, to mitigate and restore the easement's values.
- 4) The Plan Signatories are entitled to enjoin the violation through temporary or permanent injunctive relief and to seek specific performance, declaratory relief, restitution, reimbursement of expenses, and/or an order compelling the Plan Participant to restore and mitigate the injury.
- 5) If the court determines that the Plan Participant has failed to comply with this Agreement, then the Plan Participant shall also reimburse the Plan Signatories for all reasonable litigation costs and reasonable attorney's fees, as well as the costs of corrective action for mitigation and restoration.
- 6) If the Plan Signatories initiates litigation against the Plan Participant to enforce this Agreement and if the court determines that the litigation was initiated without reasonable cause or in bad faith, then the court shall require the Plan Signatories to reimburse the Plan Participant's reasonable costs and reasonable attorney's fees in defending the action and to initiate good faith efforts as described in clause directly below.
- 7) If the Plan Participant does not initiate good faith efforts for corrective measures requested by the Plan Signatories and/or PAACS within 28 days after written notice, then they may bring a civil action to enforce the terms of this Agreement.
- 8) The Plan Signatories shall have no liability or other obligation for costs, damages, taxes, or insurance of any kind related to the easement outside of their respective jurisdictions.
- 9) The Plan Participant warrants that they have no knowledge of a release of hazardous substances or hazardous wastes on the easement prior to entering into this Agreement.
- 10) This Agreement shall be liberally construed in favor of maintaining the intent of the agreement as discussed in Section 4.0 Public Purposes, Intent, and Mitigation.
- 11) For purposes of this entire Agreement, written notices may be provided by personal delivery or by mailing to the Plan Participant's address as listed with the Parish Tax Assessor. The mailed notice is posted via U.S. Postal Service first class mail. If certitude of receipt needs to be determined, then return receipt by the U.S. Postal Service or a private commercial carrier may be used.
- 12) If any portion of this Agreement is determined to be invalid, the remaining provisions will remain in force.

- 13) This Agreement is binding upon and inures to the benefit of the original Plan Participant's and the Plan Signatories' successors in interest. Future Plan Participants are bound to the provisions of this Agreement to the same extent as the original Plan Participants (as defined in Section 2.0).
- 14) A Plan Participant's future rights and obligations under this Agreement terminate upon transfer of that Plan Participant's interest in the parcel. Liability for acts or omissions occurring prior to transfer will survive the transfer and are the liability of the owner at which time the act or omission occurred.
- 15) This Agreement sets forth the entire Agreement of the Plan Signatories and the Plan Participants. It is intended to take precedence on all prior discussions or understandings.
- 16) A Plan Signatory shall not enjoin or otherwise force compliance by another Plan Signatory by court action.

13.0 Appeal and Arbitration

The two processes by which a decision of a Plan Signatory may be challenged are Appeal (Section 13.1) or Arbitration (Section 13.2) as defined below. It is important to note that there is no procedure by which a variance from the Tripartite Agreement may be granted. Instead, any variance of the requirements of the Tripartite Agreement in force on the date of application must be by amendment of the Tripartite Agreement.

13.1 Appeal of the Administrative Representative Decision

The rendering of the Appeal of the Administrative Representative decision is governed by this section.

13.1.1 Authority

The decision of the Administrative Representative acting on behalf of a Plan Signatory³³ that is a local government or the MPO shall be appealed to that Administrative Representative's governing body. For instance, the decision of the Lafayette City-Parish President shall be appealed to the Lafayette Consolidated Government City-Parish Council and the decision of the Mayor of a municipality shall be appealed to that municipality's City Council. Decisions of the Administrative

³³ The Administrative Representative derives his power to review permit applications from the local government chief executive officer (CEO) or the Louisiana Secretary of Transportation and Development (DOTD). Thus, the Administrative Representative acts on behalf of the chief executive officer or the DOTD Secretary. The appeal is technically an appeal not of the Administrative Representative's decision, but rather of who she represents, i.e. the local government CEO or DOTD Secretary. See Section, 5.3 Relationships between Plan Signatories.

Representative for the Department of Transportation and Development (DOTD) shall be appealed directly to the Secretary of the DOTD.

13.1.2 Time Limits

An appeal shall be requested in writing within fifteen days of the written decision of the Administrative Representative as evidenced by a certified letter addressed to each of the Plan Signatories as provided at the pre-application meeting described in Section 6.1.1.

The time limits for appeal or arbitration are defined solely by this Section 13. In no case, shall a delay in the determination of the appeal or the arbitration be deemed to be a reversal of the decision of the Plan Signatory that is subject to the appeal or as variance or a waiver of any provision of the Tripartite Agreement.

13.1.3 Standing

The Plan Applicant and any Plan Signatory shall have standing to request an appeal.

13.1.4 Documentation

The Plan Applicant shall submit the documentation of the decision and reasons for decision by each Plan Signatory, a copy of the original Plan Application and any modifications to that application, and any recommendations by a Plan Signatory or its staff.

13.1.5 Appeal Decisions

The governing body or the Secretary of DOTD considering the appeal shall render one of the following decisions with regard to the appeal:

- 1) Uphold the decision of its Administrative Representative.
- 2) Reverse the decision of its Administrative Representative.

13.2 Arbitration of the Plan Signatory Decision

The rendering of Arbitration of the Plan Signatory decision is governed by this section.

13.2.1 Time Period and Standing

A Tripartite Permit Applicant whose permit is not approved in whole or in part by one of more of the Plan Signatories may request arbitration of the Tripartite Permit denial. The Plan Applicant must submit a written request for arbitration within fifteen days of the date upon which the Tripartite Permit is denied in writing. The date of the written notice to the Applicant shall control.

13.2.2 Arbitration Request

The request for arbitration shall be in writing and shall be delivered by certified letter or documented overnight delivery to the Administrative Representative of each Plan Signatory as provided at the pre-application meeting described in Section 5.1.1, Step 1: Pre-Application Meeting.

13.2.3 Options

The arbitrator may be selected by agreement of the parties within fifteen days of the Plan Signatories receipt of the certified notice of the arbitration request. In the event that the parties do not reach a unanimous agreement as to the designation of an arbitrator, the Applicant shall file a petition with the Lafayette Parish Clerk of Court for the assignment of a docket number and division of the 15th Judicial District Court for the selection of an arbitrator. Service of process and citation shall be required. Failure to file the petition within thirty days of the date of the Tripartite Permit Denial shall constitute abandonment of the request for arbitration.

13.2.4 Arbitration Appointment

Upon receipt of service of the petition and citation by all parties to the arbitration, the Plan Applicant and each of the Plan Signatories shall have fifteen days in which to file one or more recommendations to the court for the appointment of the arbitrator. Each recommendation shall include the name, professional qualifications, and experience and rate sheets of the proposed arbitrator.

13.2.5 Arbitrator Selection

The selection of the arbitrator shall be decided as a rule to show cause why the court should not select from one of arbitrators recommended by the parties.

13.2.6 Arbitrator Decision

The arbitration shall be governed by the Louisiana Arbitration Statute. The sole decision of the arbitrator shall be whether the approval or denial by any one or more of the Plan Signatories conforms to the Tripartite Agreement.

The Arbitrator shall be authorized to vacate or overrule a decision of a Plan Signatory only upon a finding of material violation of the procedural requirements of the Tripartite Agreement, or that the decision has no possible rational basis consistent with the intents and purposes of the Agreement.

The arbitrator shall have no authority to amend the Tripartite Agreement nor to grant a variance or a waiver from any provision of the Tripartite Agreement.

13.2.7 Arbitration Costs

The arbitrator shall assess the costs of the arbitration to one or more of the parties to be determined by the merits of the issues presented.

13.2.8 Louisiana Arbitration Law

The Louisiana Arbitration Law, Louisiana Revised Statute 9:4201, et seq., shall be applicable except to the extent that it is in conflict with the express provisions of this Section.

14.0 Plan Amendment

The Tripartite Agreement may be modified with amendments. There are no variances approving individual exemptions. Rather, the Tripartite Signatories approve amendments which bind all future activities.

Nine fundamental steps are used in modifying the Agreement:

- 1) A Plan Applicant, whose permit application has been rejected, may submit a plan amendment.
- 2) The written amendment is submitted to each Tripartite Signatory for review as well as approval or rejection of the amendment as a local ordinance.
- 3) The written amendment is submitted to the DOTD District Administrator Engineer for consideration and comment. The DOTD District Engineer shall then submit the amendment for approval or rejection by the Louisiana Secretary of Transportation and Development.
- 5) The appealing Plan Applicant and the Plan Signatories shall be mailed a notice of the places, dates, and times of the public meetings and hearings for considering the amendment.
- 6) Local government approval is by a majority vote of the local government council approving an ordinance modifying this Agreement.
- 7) DOTD approval is by an official letter agreeing to the amendment mailed to the applicant by the Louisiana Secretary of Transportation and Development.
- 8) An approval requires approval of a simple majority of Tripartite Signatories.
- 9) The applicant will be notified of the approval or denial of his amendment request by a letter with an authorized signature of each Tripartite Signatories.

15.0 Sources and Acknowledgements

This Agreement is based in part on the documents developed in other jurisdictions. The agencies which developed these standards are gratefully acknowledged for developing and sharing regulations which work in their communities. The particular interpretation of these sources and their application to the Ambassador Caffery Parkway South are the responsibility of the Lafayette Metropolitan Planning Organization Planning Division.

The particular documents studied are listed below in the order in which they were analyzed for relevance to the Parkway:

- 1) The City of Myrtle Beach, South Carolina Tree Protection Ordinance.³⁴
- 2) The Tripartite Agreement of the Little Rock Arkansas Metropolitan Planning Organization.
- 3) The Model Tree Ordinances for Louisiana Communities by Buck Abbey, LSU School of Landscape Design.³⁵
- 4) The City of Vancouver, Washington Tree Conservation Ordinance.³⁶
- 5) The State of Michigan Conservation Easement.³⁷
- 6) The State of Mississippi, Forestry Commission and Department of Transportation Enhancement Tree Planting Program.³⁸
- 7) Pottawatomie County, Kansas Public Works Department Permit to Install Utility Services.³⁹

³⁴ See City of Myrtle Beach, South Carolina Model Tree Ordinance on the world wide web site as existing on July 4, 2005: <http://www.cityofmyrtlebeach.com/treelaws.html>

³⁵ See Louisiana State University website on the world wide web as existing on July 4, 2005: <http://www.greenlaws.lsu.edu/modeltree.htm>

³⁶ See the City of Vancouver, Washington, web site listing Tree Ordinances, Title 12, Tree and Vegetation on the world Wide Web as existing on July 4, 2005: http://www.ci.vancouver.wa.us/MunicipalCode.asp?menuid=10462&submenuID=10478&title=title_12&vmc=index.html

³⁷ See the Saginaw Basin Land Conservancy web site as existing on July 4, 2005: <http://sblc-mi.org/sample.html>

³⁸ See the Mississippi Forestry Commission we site as existing on July 4, 2005: <http://www.mfc.state.ms.us/pdf/transgrant.pdf>

³⁹ See the Pottawatomie County, Kansas Public Works Department web site as existing on July 4, 2005: www.pottcounty.org/PublicWks/UtilPermit.htm

16.0 APPENDICES

The Appendix has three subsections:

- 1) Definitions
- 2) Alphabetical List of Charrette Participants, July, 2002
- 3) List of Plan Participants, October, 2005

16.1 Definitions

The essential Tripartite concepts are taken from the planning literature on conservation easements. We have modified these concepts to meet a local need for a continuous conservation easement alongside a five mile segment of a new major thoroughfare. In some cases, we have used concepts that have been used through the United States such as corridor, easement, green space, green infrastructure, tree and protected tree, value, and hazard.⁴⁰ Other concepts were developed to meet local needs unique in the Lafayette area. Examples of these unique terms are Plan Signatory, Plan Participant, and Plan Applicant.

Easement, broadly defined, is a parcel of real estate set aside for a specific purpose. A parcel is a real estate property which adjoins the Parkway and is owned by a Plan Participant. An easement technically is a portion of a parcel which has certain attributes as defined within this Agreement. Some easements, such as those for pedestrian and trees, may overlap. Technically in Louisiana, easements are termed servitudes.

The **Tripartite Easements** is the sum of all of these easements, typically a total of 55 feet wide. They are grouped into two groups: public activity easements and a master utility servitude. The Tripartite easements are owned by the local government.

The **Public Activity Easements** are those easements used for public purposes. These easements are 35 feet wide.

The **Master Utility Servitude** is set aside of the placement of underground utilities. This 20 feet wide easement is divided into two slots of 10 feet each.

The **Corridor** is a parcel of real estate that adjoins Ambassador Caffery South. The Corridor includes access ramps, major and minor roadways connected to the Parkway at its beginning and ending points as well as the parcels effected by easements on either side of the Parkway's

⁴⁰ See Janet Diehl and Thomas S. Barrett et al, *The Conservation Easement Handbook: Managing Land Conservation and Historic Preservation Easement Programs*, San Francisco: Trust for Public Land and the Land Trust Alliance. 1998. Thomas S. Barrett and Stefan Nagel, *Model Conservation Easement and Historic Preservation Easement*, 1996: Revised Easements and Commentary from *The Conservation Easement Handbook*. William Toner, *Environmental Land Use Planning*, Chapter 5 in Frank S, So and Judith Getzels (eds.), *The Practice of Local Government Planning*, Second Edition. Washington, DC: International City/County Management Association, 1988.

centerline. This agreement covers not only the Tripartite Easement, but also activities within the Corridor.

Plan Signatories are governments or their agencies that are pooling their resources to implement this agreement. The Plan Signatories are: Lafayette Consolidated Government, and Louisiana Department of Transportation and Development, and other municipalities which may participate in the agreement.

Tripartite connotes the number three, that is the participation of local, regional, and state governments or their agencies. When these kinds of entities join together, then that process or permit is said to be a Tripartite process or a Tripartite Permit rather than an individual process or permit from each entity.

Plan Participants are property owners who own parcels within the Corridor. The Tripartite Agreement effects all owners' property rights within the Corridor.

PAACS (Planning Association of Ambassador Caffery South) is a voluntary association of Plan Participants who represent their collective interest in protecting their property values and mitigating hazards to their property.

Values are those attributes which are being protected by an easement. There are 6 kinds of easements which seek to enhance and maintain everything from drainage values to access values.

Hazards are those actions which can reduce property values. Some hazards cannot be prevented and so these actions are permitted, but require mitigation. If a protected tree is removed, for example, then another tree is planted to mitigate that action.

The **Jefferson Caffery Endowment** is a publicly and privately fund that provides resources to enable the PAACS to develop plans to protect easements values and to mitigate easement hazards.

The **Frederick Law Olmsted, Sr. Endowment** uses public and private funds to implement the Jefferson Caffery Endowment. The primary function of this Endowment is perpetual maintenance of certain improvements in the right of way and Tripartite Easement.

TIF (Tax Increment Financing) levees sales and/or property taxes to fund publicly the Endowments. Private funds are provided by PAACS.

Both Endowments are donor advised funds with the **Community Foundation of Acadiana**, a non-profit entity with special status under state and federal law regulating its investments.

A **Tree** is a self-supporting perennial woody plant, generally single-stemmed, that matures at a height greater than 10 feet, and is referred to in the nursery and landscape industry as a tree. Not all trees are protected.

Protected Trees are certain kinds of trees which enhance property values. These kinds include Mitigation Trees, planted to remediate an action that was a hazard to property values, and Heritage Trees which are existing trees voluntarily designated for protection by their owner. We plan to plant hundreds of trees, known as Landmark Trees, in the Tripartite Easement. Landmark trees are three species: Southern Magnolia, Live Oak, and Bald Cypress.

Green Space easements are parcels with few or no elements from the built environment. Green space is set aside for the placement of these trees.

Green Infrastructure are these trees and landscaping which are sustainable and economically beneficial.

Plan Applicants are Plan Participants that request access to the Corridor. Access to the Corridor is controlled with a set of eight Tripartite permits. A development may require some of these permits.

The eight permits required to implement the Tripartite Plan are:

- 1) Transportation Access Permits for driveways connecting to the Parkway;
- 2) Utility Permits for providing utilities to a parcel; and
- 3) Drainage Permits for changes in the flow of stormwater.

16.2 Alphabetical List of Charrette Participants, July, 2002

Following is a list of Charette Participants identified along the Corridor by the La DOTD's consultant engineers, Sellers and Associates, Inc. The Charette Participant's name, street or post office address, and the city-state were used to contact the owners to participate in the design process in July of 2002 as described in Section 2.0. The column listed as STA is the survey station along the centerline of the Corridor as existing during the design process. The column lists the distance in hundred's of feet from the beginning of the project at Verot School Road (i.e. 536 feet is equal to 53,600 feet). Survey stationing is documented in the graphic documents described in Section 1.0. The column listed RIGHT/LEFT indicates the stationing of the property as on the left (R) or right (L) or both (R+L) sides of the Corridor's centerline when traveling from the beginning of the project.

NAME	ADDRESS	CITY/ST	ZIP	STA	RIGHT/LEFT
Anna Marie Chaisson	100 Audubon Oaks Blvd. #11	Lafayette LA	70503	536	R+L
Eucharist Mouton	203 Essen Road	Lafayette LA	70507	528	L
Boyd Anderson	PO Box 3524	Lafayette LA	70503	622	R+L
Melanie CarrierAngelle	118 Conquest Rd	Youngsville LA	70592	390	L
Cecil Bahari	320 Hardware Rd.	Broussard LA	70518	628	L
Johnathan TalbertBall	317 Vivian Drive	Lafayette LA	70508	418	R
Elaine Bankston	219 Attakapas Road	Lafayette LA	70501	592	R+L
Donald Jean Baudoin	2803 Verot School Rd	Lafayette LA	70508	330	
Isabelle Baudoin	502 Paris St.	Lafayette LA	70506	498	L

Jo Ann Baudoin	517	St. De Porres	Broussard LA	70518	494	R+L
John Dean Baudoin	502	Paris St.	Lafayette LA	70506	498	L
Richard Bendana	1406	Henry Clay	New Orleans LA	70118	648	L
Norman Bernard	1519	Bonin Road	Youngsville LA	70592	430	R
Alma Josephine Billeaud		PO Box 34	Broussard LA	70518	642	L
Ethel Irene Billeaud	504	Fern St.	New Orleans LA	70118	648	L
Michael Billeaud	55	Haddonfield	Cherry Hill, NJ	08002	560	R
Billeaud Co.		PO Box 98	Broussard LA	70518	?	
Shawn Michael Bixenman	114	Conquest Rd	Youngsville LA	70592	390	L
John W. Blood	104	Cleopatra Lane	Youngsville LA	70592	390	L
Troy James Boudreaux	206	Huckleberry Drive	Lafayette LA	70508	410	L
Bradley Bourque	629	E. Fairfield Dr.	Broussard LA	70518	628	R
Joseph Boutte	723	E. Fairfield Dr.	Broussard LA	70518	630	R
Peggy Nell Boyd	401	N. Demanade Blvd	Lafayette LA	70503	358	R+L
Zachery James Brasseaux	315	Vivian Drive	Lafayette LA	70508	418	R
Bernard F. Breaux	608	Jefferson Drive	Houma LA	70360	612	R+L
Orel Bridges, Jr		PO Box 51173	Lafayette LA	70505	444	R+L
Billy Gail Brittan	1004A	Nye Dr.	Alexander LA	71303	598	R+L
Byron James Broussard	1529	La Neuville Rd	Lafayette LA	70508	362	L
Charles Aaron Broussard	1407	La Neuville Rd	Lafayette LA	70508	378	R+L
Edia L. Broussard	2811	Verot School Rd	Lafayette LA	70508	330	
J. Maxie Broussard	1601	La Neuville Rd	Lafayette LA	70508	366	R+L
Jacqueline Broussard	2511	Verot School Rd	Lafayette LA	70508	342	R+L
Paul Ceasar Broussard	102	Cleopatra Lane	Youngsville LA	70592	390	L
Paul Perry Broussard	2016	W. Summers Dr.	Abbeville LA	70510	384	R+L
Richard P. Broussard	2511	Verot School Rd	Lafayette LA	70508	342	
Rolland L. Broussard	303	Homewood	Lafayette LA	70508	362	R
Rita Wells Brown	635	Mariner Way	Altamonte SpFL	32701	390	R
Ricky Carpenter	3603	Melancon Road	Broussard LA	70518	650	R
Robert C. Carpenter	1618	Youngsville Hwy	Youngsville LA	70592	451	L
Eric J Chaisson	707	Belluvue Plantation	Lafayette LA	70503	536	R+L
Mark D Chaisson	703	Gerald Rd.	Lafayette LA	70502	536	R+L
Richard C Chaisson	100	Audubon Oaks Blvd. #11	Lafayette LA	70503	536	R+L
Mary Ann Chiarelli	670	HWY 96	Broussard LA	70518	635	R+L
Scott G. Chrysler	208	Huckleberry Drive	Lafayette LA	70508	411	L
Comeaux Planting Co.		PO Box 98	Broussard LA	70518	548	R+L
John Michael Criddle	101	Mill Valley Run	Lafayette LA	70508	618	R
Veda Cuny	519	E. Fairfield	Broussard LA	70518	596	R
Irene David		PO Box 223	Youngsville LA	70592	480	R+L
Marie Jeanne Di Mauro	1036	South Morgan St	Broussard LA	70518	558	L
James J. Dugas	1620	La Neuville Rd	Lafayette LA	70508	354	L
Janine Dugas	705	Canberra Rd	Lafayette LA	70503	352	R
Louise B. Fazzio	111	Talbot Drive	Houma LA	70360	612	R+L
Andree St Julien Foster	12727	Coursey Blvd, Apt 1109	Houma LA	70360	612	R+L
Page Foster	113	Cleopatria Lane, Apt A	Youngsville LA	70592	390	L
Gaffey All Crane	6951	East 12th Street	Tulsa OK	74112	652	R
Karlan L. Gallet	1614	Youngsville Hwy	Youngsville LA	70592	468	L
Luther Gallet	6406	Johnston St	Lafayette LA	70503	342	
Gary Galvez	113	Cleopatria Lane, Apt B	Youngsville LA	70592	390	L
Donald Garber	2877	Verot School Rd	Lafayette LA	70508	374	R+L
Frank Garber		PO Box 34	Broussard LA	70518	?	
Patrick Garber	2867	Verot School Rd	Lafayette LA	70508	374	L

Evelyn Gauthier	100	Serenity Drive	Youngsville LA	70592	420	R+L
James Brian Greco	217	Farmington Drive	Lafayette LA	70503	474	R+L
Gregg Anthony Guidry	816	General Mouton	Lafayette LA	70501	584	L
Ernest Guilbeau	314	Hardware Rd.	Broussard LA	70518	628	L
Sandra Hoffman	1520	La Neuville Rd	Lafayette LA	70508	356	L
Dale Holbert	313	Vivian Drive	Lafayette LA	70508	418	R+L
Holiday City Builders	205	West Vermilion St	Lafayette LA	70501	451	R
Holiday City Builders	205	West Vermilion St	Lafayette LA	70501	390	L
Richard Hurst	205	Papershell	Youngsville LA	70592	490	L
Joe Huval	713	Southdown Place	Lafayette LA	70506	514	R+L
Pat Huval		PO BOX 3744	Lafayette LA	70503	477	L
Suzanne S. Kerner	12727	Coursey Blvd, Apt 1109	Houma LA	70360	612	R+L
Raymond Kidder	2817	Verot School Rd	Lafayette LA	70508	330	
Lafayette Consold Gov.	340	Rue de Vieux Chenes	Youngsville LA	70592	456	L
Troy Lantier	813	E. Fairfield Rd	Broussard LA	70518	632	R
Liberia Properties	8512	HWY 90 East	Broussard LA	70518	636	L
Laura Mae Lueck	302	Sommerset Dr	Lafayette LA	70506	362	L
Luhr Brothers, Inc	250	West Sand Bank Road	Columbia, IL	62236	594	L
Sue Ann Martin	307	Thomas Nolan	Lafayette LA	70508	526	R
Masters Pump Repairs	120	Hardware Rd.	Broussard LA	70518	628	L
Jona McMillan		PO Box 81085	Lafayette LA	70598	430	R+L
Antoine Melancon	112	Hardware Rd.	Broussard LA	70518	628	R
Timothy G. Mensman	112	Conquest Rd	Youngsville LA	70592	390	L
Carroll Meyers	307	Hardware Rd.	Broussard LA	70518	616	L
MHC Properties, LLC		PO Box 1110	Alexandria LA	71309	405	R+L
Donald Harold Michel	1026	South Morgan St	Broussard LA	70518	554	L
William Parkerson Mills		PO Box 52592	Lafayette LA	70505	444	R+L
Jesse Moore	217	Corne Road	Broussard LA	70518	640	R
Charles Morvant	1310	St Etienne Road	Broussard LA	70518	?	
Adam Joseph Mouton	104	Cajun Estates	Broussard LA	70518	522	L
Charles Edward Mouton	203	Essen Road	Lafayette LA	70507	528	R
Ronald James Naomi	116	Conquest Rd	Youngsville LA	70592	390	L
P & J Development	211	W. Vermilion St	Lafayette LA	70501	385	R+L
Ronald Joseph Pellegrin	807	Kaiser Drive	Lafayette LA	70508	414	R+L
Harlan W.Prather	314	Vivian Drive	Lafayette LA	70508	416	R
Estaban Ignacio Quispe	309	Vivian Drive	Lafayette LA	70508	418	L
Ronald Reaux	1621	Youngsville Hwy	Youngsville LA	70592	478	R
Leslie Harrell Ripka	311	Vivian Drive	Lafayette LA	70508	418	L
Teddy W. Roberson	106	Prestige Circle	Lafayette LA	70508	370	R+L
Hubert P. Romero		PO Box 3162	Lafayette LA	70502	410	R+L
Sister Antoinette	515	S. W.24th St	San Antonio TX	78207	647	R
Sister Mary John	1250	Carmel Ave	Lafayette LA	70501	647	R
Anthony St. Julien	12727	Coursey Blvd, Apt 1109	Houma LA	70360	612	R+L
Eugene St. Julien	12727	Coursey Blvd, Apt 1109	Houma LA	70360	612	R+L
John A. St. Julien	12727	Coursey Blvd, Apt 1109	Houma LA	70360	612	R+L
Louis St. Julien		PO Box 534	Broussard LA	70518	612	R+L
Raula Craig Swearinger	207	Huckleberry Drive	Lafayette LA	70508	412	L
Debra Marie Taghehchian	1603	La Neuville Rd	Lafayette LA	70508	366	L
Beau John Theriot	310	Vivian Drive	Lafayette LA	70508	416	L
Edward J. Thibodeaux	114	Hardware Rd.	Broussard LA	70518	628	R+L
Emile Thibodeaux	206	Huckleberry Drive	Lafayette LA	70508	410	L
Katheline Thomas	106	Cleopatria Lane	Youngsville LA	70592	390	

Stewart W. Trahan	312	Vivian Drive	Lafayette LA	70508	416	R+L
Troy Trahan	120	Conquest Rd	Youngsville LA	70592	390	R+L
Mary Jane Varisco	502	Paris St.	Lafayette LA	70506	498	R
Angel R. Villalobos	316	Vivian Drive	Lafayette LA	70508	416	R
Weatherford USA Inc.		PO Box 16290	Houston, TX	77222	648	L
James Carol Wilburn	313	Hardware Rd.	Broussard LA	70518	616	L
Galen Dane Wilson	308	Vivian Drive	Lafayette LA	70508	416	L
Lisette Wise	509	Gaynelle Drive	Houma LA	70360	612	R+L
Kevin Christian Wolf	100	Cleopatra Lane	Youngsville LA	70592	390	L
Eleanor Wurzlrow	202	Maple Ave	Houma LA	70360	612	R+L
Zoo of Acadiana	116	Lakeview Road	Broussard LA	70518	652	R

16.3 List of Plan Participants, October, 2005

A public meeting was held in October, 2005 to discuss the proposed project and its use of TIF funding for improvement listed in Section 10.0 Tax Increment Financing (TIF) District. Publication of full page advertisement in local newspapers invited public participation. Additionally, a notice was sent to the all property tax payers in the City of Broussard. Moreover, notices were sent to the individuals from whom DOTD purchased property for the roadway. These individuals are listed below:

OWNER	Mailing Address	City, State, Zip
Anzalone Real Estate, Inc.	205 W. Vermilion	Lafayette, LA 70501
Elaine Comeaux Bankston	219 Attakapas Road	Lafayette, LA 70501
Cheryl B. Baudoin	2803 Verot School Road	Lafayette, LA 70508
Donald and Cheryl Baudoin	2806 Verot School Road	Lafayette, LA 70508-6411
John Dean Baudoin Children's Class Trust	2612 Autumn Drive	Katy, Texas 77450
Mary Jane Baudoin, et al	502 Paris Street	Lafayette, LA 70506
The JoAnn Baudoin Children's Class Trust	517 St. Deporres Street. Lot F	Broussard, LA 70518
Cecil Behari	320 Hardware Road	Broussard, LA 70518
Orlando Bendana Family Trust	1406 Henry Clay Avenue	New Orleans, LA 70118
Berard LLC	806 E. St. Mary Boulevard	Lafayette, LA 70503
Alma J. Billeaud	515 SW 24th Street	San Antonio, Texas 78207
Denise Theresa Billeaud	515 SW 24th Street	San Antonio, Texas 78207
Ethel Irene Billeaud	504 Fern Street	New Orleans, LA 70118
Michael & Linda Billeaud	1114 S. Morgan Avenue	Broussard, LA 70518
Peggy Nell Dugas Boyd	401 N. Demanade Blvd.	Lafayette, LA 70503
Bernard F. Breaux, Jr.	608 Jefferson Drive	Houma, LA 70360
Ronald and Beverly Breaux	605 E. Fairfield Drive	Lafayette, LA 70578
Billie Gail Comeaux Brittain	1004-A Nye Drive	Alexandria, LA 71303
Brenda A. Broussard	18 Berm St., NW	Albuquerque, NM 87120
Broussard Plantation, Inc.	P. O. Box 98	Broussard, LA 70518
Byron J. Broussard	1529 La Neuville Road	Lafayette, LA 70508
Connie Gallet Broussard, et al	116 West Avondale Drive	Lafayette, LA 70506
Edia Lalande Broussard, et al	2813 Verot School Road	Lafayette, LA 70508
Estate of Gladys C. Broussard	P. O. Box 180	Milton, LA 70558
Jacqueline Broussard	2411 Verot School Road	Lafayette, LA 70508

Jessie Hebert Broussard	1407 La Neuville Road	Lafayette, LA 70508
Richard Broussard	2511 Verot School Road	Lafayette, LA 70508
David & Rita Brown	635 Mariner Way	Altamonte Springs, FL 32701
Cajun Dancer Properties, LLC	705 Canberra Road	Lafayette, LA 70503
Carmelite Monastery of Lafayette, Inc.	1250 Carmel Avenue	Lafayette, LA 70507
Ricky Joe Carpenter	3603 Melancon Road	Broussard, LA 70518
Robert & Saralyn Carpenter	213 Thomas Nolan Drive	Lafayette, LA 70508
Mary Anne B. Chiarulli	670 Hwy. 96	Broussard, LA 70518
Comeaux Planting Co., Inc.	P. O. Box 98	Broussard, LA 70518
CS Realty, LLC	217 Corne Road	Broussard, LA 70518
Veda C. Cuny	519 East Fairfield Drive	Broussard, LA 70518
Irene Tribe David	P. O. Box 223	Youngsville, LA 70592
Marie Jeanne C. Dimauro	1036 South Morgan Avenue	Broussard, LA 70518
James J. Dugas, Jr.	1620 La Neuville Road	Lafayette, LA 70508
Double H Enterprises, Inc.	1801 Youngsville Highway	Youngsville, LA 70592
Margaret Louise St. Julien Breaux Fazzio	111 Talbot Drive	Houma, LA 70360
Andree St. Julien Foster	46 Summit Ridge	Baton Rouge, LA 70815
Donald Garber	2877 Verot School Road	Lafayette, LA 70508
Jimmy Greco	217 Framington Drive	Lafayette, LA 70503
Gregg & Donna Guidry	124 Nellie Lane	Broussard, LA 70518
Sandra Hoffmann	1520 LaNeuville Road	Lafayette, LA 70508
Richard Hurst	205 Paper Shell Road	Broussard, LA 70592
Joseph E. Huval, et al	713 Southdown Place	Lafayette, LA 70506
Jessica Louise Broussard Justus	1313 La Neuville Road	Lafayette, LA 70508
Suzanne St. Julien Kenner	P. O. Box 504	Sunset, LA 70584
Raymond & Mary Kidder Revocable Trust	2817 Verot School Road	Lafayette, LA 70508
Jona M. LaBorde	206 Baltusrol Drive	Broussard, LA 70518
LAFAPTS, LLC	P.O. Box 148	Milton, LA 70558
Troy & Joni Lantier	813 E. Fairfield Drive	Broussard, LA 70518
Luhr Brother, Inc.	P. O. Box 50	Columbia, IL 62236
Roy O. Martin Lumber Co., LLC	P. O. Drawer 1110	Alexandria, LA 71309
Sue Ann M. Martin	5614 NW 66th Terrace	Kansas City, MO 64151
Martin Timber Co.	P. O. Box 1110	Alexandria, LA 71309-1110
Antoine & Jackie Melancon	112 Hardware Road	Broussard, LA 70518
Donald H. Michel, et ux	1026 South Morgan Avenue	Broussard, LA 70518
William P. Mills and Orel Bridges, Jr.	P. O. Box 52592	Lafayette, LA 70505
Adam J. Mouton	104 Cajun Street	Broussard, LA 70518
Charles E. Mouton	203 Essen Drive	Lafayette, LA 70507
Ronald Naomi, Jr.	116 Conquest Road	Lafayette, LA 70592
Elisabeth B. Olivier	3222 Coliseum Street	New Orleans, LA 70115
Ronald & Stacey Pellegrin	806 Kaiser Drive	Lafayette, LA 70508
Petro Rental, Inc.	1933 Hwy. 89	Broussard, LA 70518
Ronald & Rita Reaux	1621 Youngsville Hwy. 89	Youngsville, LA 70592
Rod D. Resweber	2810 Melancon Road	Broussard, LA 70518
RME Enterprises, LLC	11 Audubon Oaks Blvd.	Lafayette, LA 70506
The Roberson Childrens Trust	P. O. Box 941	Youngsville, LA 70592
Dewey and Yvonne Rodrigue	120 Hardware Road	Broussard, LA 70518

Hubert Romero	P. O. Box 3162	Lafayette, LA 70502
Anna Louise St. Julien Child.'s Trust No. 1	P. O. Box 82008	Lafayette, LA 70598-2008
John St. Julien	401 St. Charles Street	Lafayette, LA 70501
Joseph St. Julien	404 Strasbourg, Unit B	Lafayette, LA 70506
Louis Eugene St. Julien	12727 Coursey Boulevard, Apt 1109	Baton Rouge, LA 70816
Stine, L.L.C.	1509 South Huntington	Sulphur, LA 70663
Debra B. Taghehchian	1603 La Neuville Road	Lafayette, LA 70508
Elise Breaux Wise	162 Autumn Drive	Houma, LA 70630
Eleanor Breaux Wurzlow	202 Maple Avenue	Houma, LA 70364