



April 20, 2026

Lafayette City Council

*Via: Joseph Gordon Wiltz, Clerk of the Council*

**RE: Override of Veto of City Ordinance No. CO-025-2026—Cooperative Endeavor Agreement for Downtown Urban Core Redevelopment Plan**

Dear Council Members,

I write in response to Mayor-President Boulet’s veto of City Ordinance No. CO-025-2026 and to respectfully urge the Council to override it.

The Council voted 4-1 to approve this ordinance on April 7. The concerns raised in the Mayor-President’s veto letter do not reflect any new information that has surfaced since April 7.

The Mayor-President expresses three basic concerns with the Redevelopment Plan ordinance:

- That the duty of LCG’s legal counsel is to provide **“thorough and competent legal review”** and that that duty had been “neglected” in this case.
- That the CEA gives the DDA **“unfettered authority”** over the City of Lafayette’s infrastructure downtown.
- That the CEA authorizes the DDA to **“broaden its scope of work”** beyond the jurisdictional boundaries of the district.

I will address those concerns in turn.

#### **“Lack of Thorough and Competent Legal Review”**

The veto states that the ordinance advanced without sufficient legal analysis by the City-Parish Attorney. This concern appears to be directed to the timing and sufficiency of the Administration’s own internal legal review during the ordinance process.

The Mayor-President and I discussed this redevelopment work in late 2024, when I first started engaging community leaders on the concept. In early 2025, we held meetings with community leaders and downtown property owners to further expand on the idea and gain support. That group included many of the philanthropists, businesses, and property owners who are supporting this work. The Mayor-President and her team were invited to those meetings and attended. We have spoken about this plan with LCG staff over that same time period about this work. The Chief Administrative Officer and I discussed the plan several times throughout 2025.

We presented this information to the Downtown Lafayette EDD in the fall of 2025. The EDD has engaged an economist to generate a public benefits analysis to quantify how this work can lead to economic growth. In February 2026, the DDA Board formally approved a resolution expressing

the DDA board's support for developing a Downtown-Urban Core Redevelopment Plan in cooperation with LCG and authorized the Chair and/or CEO to negotiate, finalize, and execute the agreement on the board's behalf. We forwarded the agreement to LCG at that time.

The agreement was formally introduced by the Council on March 24. At that meeting, no comments or concerns were raised when the ordinance was introduced. Before the ordinance was approved on April 7, I spoke to you all at the meeting and invited questions and comments. No comments or concerns were raised during that meeting. The DDA has been available throughout the process to receive comments and to negotiate any proposed revisions. We remain available to discuss further.

To the extent there are legal questions regarding the agreement, those questions can be addressed through proposed revisions to the agreement's terms. The Cooperative Endeavor Agreement was drafted specifically to comply with Article VII, Section 14(C) of the Louisiana Constitution, the Cooperative Economic Development Law (La. R.S. 33:9020, et seq.), and the DDA's Enabling Legislation (Act No. 194 of 1983, as amended). The agreement's recitals cite each of these authorities in detail. Its provisions were structured to satisfy the constitutional requirement that each party receive value commensurate with its obligations—a standard CEA framework that has been used successfully between LCG, the DDA, and the Downtown Economic Development District for years. If revisions are warranted, the DDA remains ready to review and negotiate specific proposed changes.

#### **“Unfettered Authority”**

The veto letter characterizes the agreement as providing “unfettered authority” to administer projects without oversight. The text of the agreement, however, does provide for Council oversight and LCG involvement as described below.

First, this is a planning effort. The Redevelopment Work authorized by the agreement consists of “comprehensive planning, site analysis, market positioning, and development facilitation activities” (CEA Section 4.01). It is authorized by R.S. 33:4625(F)(5) as “surveys and plans necessary to the carrying out of the purposes of this section” and specifically by R.S. 33:4625(F)(5)(c) as “appraisals, title searches, surveys, studies and other plans and work necessary to prepare for the undertaking of redevelopment projects and related activities.” This CEA does not authorize construction. This CEA does not authorize infrastructure work.

Second, the agreement contains extensive oversight and reporting mechanisms. Section 7.02(a) requires the DDA to provide quarterly progress reports to LCG. Section 7.02(b) requires the DDA to provide quarterly briefings to the City Council, in public, co-presented by DDA, LCG, and Downtown EDD representatives. Section 6.03 requires the DDA to consult with LCG at key milestones and provides LCG with review and comment authority over all deliverables before public release.

Third, the agreement preserves the multi-step statutory approval framework established by the DDA's Enabling Legislation. Under Section 4.02 of the agreement, the City Council must approve the agreement and budget amendment before any work begins (Section 4.02(a)); the City Council must adopt or reject the Redevelopment Plan upon completion of Phase 1 (Section 4.02(b)); the City Council must adopt or reject the Development Program upon completion of Phase 2 (Section 4.02(c)); and the DDA may not proceed to implementation of any development project without

Council approval of the applicable Development Program (Section 4.02(d)). Section 4.02(e) states: “The DDA shall provide quarterly briefings to the City Council and shall not proceed to implementation of any specific development project without Council approval of the applicable Development Program.”

The Mayor-President’s letter contains the statement that “the City of Lafayette is the governing authority of Downtown’s infrastructure and should maintain continued oversight.” We agree. The City-Parish Charter provides that the City Council is the governing authority for the City of Lafayette for all purposes. Our agreement places the City Council fully in charge of plan deliverables, as our Enabling Legislation provides.

The Enabling Legislation vests the Council with approval authority at every major phase: adoption of the Redevelopment Plan under Section 3B, adoption of the Development Program under Section 3C, and authorization of implementation under Section 3E. This agreement honors that framework. The Council’s authority is not diminished by this agreement. It is preserved and exercised at every step.

### **“Overbroad” Geographic Scope**

The veto letter states that the agreement authorizes the DDA to broaden its scope of work beyond the boundaries typically recognized as the downtown area. The agreement does contemplate *planning* work that extends into the surrounding urban core because downtown planning necessarily involves understanding connectivity to nearby activity centers and corridors, including UL Lafayette, the Oil Center, and the Thruway.

The agreement addresses this directly. Section 4.06(b) provides that work within DDA boundaries is performed under the DDA’s own statutory authority. Section 4.06(c) provides that work outside DDA boundaries is performed on LCG’s behalf, as LCG’s designee, under authority delegated by LCG pursuant to the Local Services Law. Section 4.06(d) provides that all work is managed by the DDA as an integrated whole, with the DDA as the accountable party. And Section 4.06(e) states explicitly: “Nothing in this Agreement shall be construed to expand the permanent jurisdictional boundaries of the DDA or to grant the DDA independent authority to act outside its boundaries or outside of its statutory scope, except as specifically delegated by LCG for purposes of this Agreement.” The DDA’s jurisdiction is not expanded by this agreement. LCG—the entity with citywide jurisdiction—would be delegating authority to a partner it has worked with for decades to manage planning work that benefits the entire city.

Since early 2025, partners across the community have emphasized that the Redevelopment Plan should account for downtown’s relationship to the broader urban core and have encouraged us not to turn our backs on these areas. Neighborhoods like LaPlace, Sterling Grove, McComb, Freetown, Elmhurst Park, and the Saints Streets are part of the city’s economic ecosystem, and mobility and connectivity between these areas and Downtown are relevant to effective planning. The same can be said of the Thruway, Oil Center, and University of Louisiana at Lafayette. Downtown borders these areas: wins for those areas directly translate to wins for Downtown and vice versa. The DDA was formed to aid the City of Lafayette as a whole and to help grow a downtown that works for everyone. For that reason, the DDA seeks to work with LCG and other partners within the framework provided by the Enabling Legislation.

**The Path Forward.** The DDA seeks to do this work in partnership with LCG. That has been our preference from the beginning, and it remains our preference today. The agreement before you was designed as a cooperative endeavor because our Enabling Legislation requires city government to be at the table. The DDA's statutory obligations exist independent of any single agreement. The Legislature created the DDA and directed it to formulate a redevelopment plan for the district. Section 3B of the Enabling Legislation does not say the DDA *may* formulate such a plan. It says the DDA *shall* formulate such a plan. The DDA intends to fulfill that obligation with LCG's partnership, and with the City Council's continued support and oversight as our Enabling Legislation envisions.

The concerns in the veto letter can be addressed. We would encourage the administration to complete its legal analysis. Based on our review, the agreement is consistent with established legal frameworks and preserves the Council's authority at every phase. We would welcome a face-to-face conversation with the appropriate parties to resolve any remaining issues and move this matter forward.

This kind of cooperative work is not new for the DDA and LCG. Together we planned for and build built some of the most important assets in our community, from the Downtown Parks Network and Jefferson Street Streetscape, the Acadiana Center for the Arts and the new Children's Playground at Parc Sans Souci. These projects succeeded because the city and the DDA shared a vision, pooled resources, and trusted each other to do the work that each was best positioned to do. That partnership produced results that neither entity could have achieved alone—public investments that have anchored downtown for a generation and attracted tens of millions of dollars in private development around them.

That is the partnership we aim to build again. Downtown Lafayette is at a pivotal moment. The community has rallied behind this effort—philanthropists, property owners, businesses, and institutions have stepped forward with pledges and commitments because they believe downtown's best days are ahead. The agreement before you is the vehicle to turn that momentum into a plan and then turn that plan into real development. We have the partners. We have the resources. We have the statutory framework. We ask that LCG continue to engage with the DDA and our partners so this work can proceed efficiently and transparently.

The work contemplated by this agreement falls squarely within the scope of what the Legislature created the DDA to do. We have assembled a strong group of partners to support this effort that share the Council's interest in a thriving downtown and urban core. We look forward to resolving this matter quickly and moving forward with this work with LCG as a full partner.

Respectfully,



Kevin Blanchard

Chief Executive Officer

Downtown Development Authority