

The Police Jury of the Parish of Grant, State of Louisiana, met in regular session at its meeting place, the Grant Parish Police Jury Meeting Room, 200 Main Street, Colfax, Louisiana, on Thursday, December 11, 2025 at 5:00 p.m.

The following members were present:
Mr. Mark Ball, Mr. Cephas Bowie Jr., Mr. Roy Edwards, Mr. Johnny Jamison, Mr. Brandon DuBois, Mrs. Jennifer Murrell Futrell, and Mr. Mike Merrell

The following members were absent:
Mr. Winston Roberts

Motion by Mr. Mike Merrell, seconded by Mr. Roy Edwards to open agenda to public comments on agenda items. Motion carried unanimously.

Mr. Cephas Bowie, Jr., seconded by Mr. Mike Merrell to open the agenda to public comments. No comments were brought forward.

Mr. Cade Bishop, Paramedic Field Supervisor with Acadian Ambulance Service, presented the monthly call report for November. 214 calls and 210 transports
Acadian Ambulance participated in the Pollock Christmas Parade, donated an AED to the Head Start, are replacing mailbox numbers at no cost, and are working on a new staging area in Pollock.

Motion by Mr. Roy Edwards, seconded by Mrs. Jennifer Futrell to adopt the regular meeting schedule for 2026. Motion carried unanimously.

The Grant Parish Police Jury will hold their regular meetings on the second Thursday of each month at 5:00 p.m. at the Grant Parish Courthouse, in the Police Jury meeting room located at 200 Main Street, Colfax, Louisiana, unless the day is a holiday and then be held on a voted day or other day as the Police Jury may adjourn to.

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|-------------------|--------------------|
| January 8, 2026 | July 9, 2026 |
| February 12, 2026 | August 13, 2026 |
| March 12, 2026 | September 10, 2026 |
| April 9, 2026 | October 8, 2026 |
| May 14, 2026 | November 12, 2026 |
| June 11, 2026 | December 10, 2026 |

Jurors discussed a Memorandum of Agreement with the DOTD for temporary right-of-way to remove debris along LA State Highways and State Routes for the 2026 hurricane season.

Motion by Mr. Cephas Bowie, Jr., seconded by Mr. Mike Merrell to approve a Memorandum of Agreement with the DOTD for temporary right-of-way to remove debris along LA State Highways and State Routes for the 2026 hurricane season. Motion carried unanimously.

MEMORANDUM OF AGREEMENT
Between the
LOUISIANA DEPARTMENT OF TRANSPORTATION
And

For the
Temporary Right-of-Way Access for Removal of Debris

This Memorandum of Agreement (“MOA”) is entered into this ____ day of _____, 202____ (“Effective Date”), by and between the Louisiana Department of Transportation (“DOTD”) and _____ (“Entity”), for the purpose of memorializing their understanding and respective duties and responsibilities for the removal of certain storm debris from within the limits of _____. DOTD and Entity may hereinafter be referred to as “Party” individually, and “Parties” collectively.

RECITALS
WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that “[f]or a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with

each other, with the United States or its agencies, or with any public or private association, corporation, or individual”; and

WHEREAS, the passage of a hurricane or other major debris generating event may cause substantial damage to infrastructure, including transportation, power transmission, utility, and communication facilities, as well as dwellings and other structures; and

WHEREAS, the Governor of Louisiana is empowered to issue an executive order proclaiming a state of disaster or emergency pursuant to the Louisiana Homeland Security and Emergency Assistance and Disaster Act, La. R.S. 29:721 et seq. (“Executive Order”); and

WHEREAS, the President of the United States is empowered by the Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq. to issue a Major Disaster Declaration in the event a major disaster impacts the State of Louisiana; and

WHEREAS, Both DOTD and Entity are obligated to participate in debris removal operations following a Proclamation; and

WHEREAS, In the event an Executive Order is issued for a debris causing event impacting it and following DOTD’s initial debris removal operations, Entity intends to coordinate with DOTD to undertake the removal of remaining storm debris from and adjacent to DOTD routes and Rights-of-Way within its corporate limits and to seek FEMA reimbursement for the same; and

WHEREAS, the Parties agree to cooperate for the public purposes set forth herein; and

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

ARTICLE I

SCOPE AND PURPOSE

1.1 The entirety of the recitals set forth above, as well as any attachments, are incorporated herein and expressly made a part of this MOA.

1.2 The purpose of this MOA is to delineate the respective responsibilities of the Parties with regard to access to certain highway rights-of-way for the removal of storm-generated debris in the event an Executive Order is issued following a disaster or emergency impacting Entity with the intention of seeking FEMA reimbursement for the debris removal.

1.3 The right of access granted herein shall be limited to removal operations for debris in accordance with FEMA guidance pertaining to the Executive Order.

ARTICLE II

RESPONSIBILITIES OF THE PARTIES

2.1 Responsibilities of DOTD

2.1.1 When an Executive Order is issued and a debris-generating event occurs, DOTD shall conduct its debris removal operations within the state highway rights-of-way (“ROW”) in accordance with state and federal law and DOTD policy.

2.1.2 DOTD may provide Entity with written notice upon the conclusion of DOTD’s debris removal operations of the formal transfer of duties and obligations from DOTD to Entity to conduct any further debris removal as is necessary.

2.1.3 Concurrently with the issuance of the written notice provided for in Paragraphs 2.1.2 and 3.2 of this MOA, DOTD shall grant Entity access to and use of the ROW located within Entity’s geographical boundaries, unless otherwise specified in writing, to conduct additional debris removal related to a debris-generating event referenced in the Executive Order for a period of 90 days.

2.1.4 DOTD will cooperate with Entity as necessary to maintain the efficient use of the ROWs throughout the 90-day access period granted pursuant to this MOA.

2.1.5 DOTD shall have sole discretion and authority to limit use of any ROW at any point throughout the duration of this MOA should DOTD deem necessary and proper under the circumstances. In the event of such limitation of use, and to the extent practicable, DOTD shall provide Entity with advance notice of an impending closure.

2.1.6 DOTD shall not be responsible to provide funding for any costs associated with the debris removal operations contemplated under this MOA.

2.1.7 DOTD shall not claim reimbursement from FEMA or any other funding source for debris removal operations performed by Entity.

2.2 Responsibilities of Entity

2.2.1 Entity will cooperate with DOTD as necessary to ensure the most efficient use of the ROW, pursuant to the terms of this MOA.

2.2.2 Entity will be responsible for designating which employees, agents, or contractors, if any, shall have use of the ROW for Entity’s debris removal purposes in the event access is granted pursuant to Paragraphs 2.1.3 and 3.2 of this MOA, and to establish the extent to which said designees shall have use of the ROW.

2.2.3 When not actively being utilized in debris removal operations, Entity will be responsible for ensuring no vehicles, equipment and/or materials shall be parked, stored or stock piled by Entity or its designees on any highway, median, or in an area extending from the outer edge of the shoulder of the highway on one side to the outer edge of the shoulder of the highway on the opposite side or in the median of any divided highway..

2.2.4 Entity will be responsible for ensuring that signing for warning and protection of traffic in instances where workmen, equipment or materials are in close proximity to the roadway surfacing, shall be in accordance with applicable DOTD and FEMA manuals, policies, and procedures.

2.2.5 Entity will be responsible for ensuring the cutting and trimming of any trees, shrubs, etc. necessary in the course of debris removal operations shall be in accordance with applicable DOTD manuals, policies, and procedures.

2.2.6 Entity will provide to DOTD a list of the employees, agents, or contractors, if any, Entity designates to remove debris in the ROW on its behalf. Entity will keep such list current throughout the duration of this MOA.

2.2.7 Entity will be responsible for all costs associated with its debris removal operations as contemplated under this MOA. The Parties understand and agree that Entity intends to seek FEMA reimbursement for debris removal operations, as contemplated herein; however, Entity will not seek reimbursement of any portion of such costs from DOTD.

2.2.8 Entity will be responsible for ensuring its designees comply with the terms of this MOA while using the ROW for debris removal purposes. Entity shall be responsible for ensuring it and its designees remove/collect and dispose of debris in accordance with all applicable state and federal law.

ARTICLE III

TERM & CONDITIONAL ACCESS TO RIGHT-OF-WAY

3.1 This MOA shall commence on the Effective Date first written above, and shall remain in effect for a period of three (3) years, unless terminated earlier in accordance with the provisions this Agreement, and may be renewed for an indefinite number of terms by further written agreement of the parties.

3.2 DOTD's obligation to grant Entity access to its ROW for a 90-day period pursuant Article 2.1 herein is conditioned on and shall only commence upon notice by DOTD that it has concluded its initial debris removal operations following the issuance of an Executive Order and has formally notified Entity of the transfer of the obligation to perform further debris removal in relation to the debris generating event specified in the Executive Order. This 90-day access period may be extended by the written agreement of the parties. All other obligations of the parties shall commence on the Effective Date.

ARTICLE IV

TERMINATION

4.1 Termination for Cause. Either Party may terminate this Agreement for cause based upon the failure of the other Party to comply with the terms and/or conditions of the Agreement; provided that the Party wishing to terminate shall give the other Party written notice specifying the other Party's failure. If within 30 days after receipt of such notice, the other Party shall not have either corrected such failure or, in the case which cannot be corrected in 30 days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Party wishing to terminate the Agreement may, at its option, place the other Party in default and the Agreement shall terminate on the date specified in such notice.

4.2 Termination for Non-availability of Funds. The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

ARTICLE V

RECORD KEEPING

5.1 Unless otherwise specified in this Agreement, all work product, such as records, reports, documents, and other materials delivered or transmitted to the Entity shall remain the property of DOTD and shall be returned by the Entity to DOTD at the termination or expiration of this Agreement, upon written request.

5.2 The parties shall maintain all books and records pertaining to this Agreement for a period of 3 years from the date of termination of this Agreement, provided, however, that prior to disposal of any information, the Entity shall obtain the written approval of DOTD.

5.3 It is hereby agreed that the Legislative Auditor of the State of Louisiana, the Office of the Governor, Division of Administration's auditors, DOTD's auditors, and the Entity's auditors shall have the authority to audit all records and accounts which relate to this Agreement.

ARTICLE VI

AMENDMENTS / MODIFICATIONS

This MOA may be amended or modified at any time by mutual consent of the Parties, provided that any modification, amendment, alteration, variation, or waiver of provisions of this MOA shall be valid only when it has been reduced to writing and executed by both Parties.

ARTICLE VII

ASSIGNMENTS

No Party may assign any interest in this MOA by assignment, transfer, or novation, without prior written consent of the other Party.

ARTICLE VIII

INDEMNIFICATION / THIRD PARTIES

8.1 Entity shall indemnify and save harmless DOTD against any and all claims, losses, liabilities, demands, suits, causes of action (e.g., ex contractu, ex delictu, quasi-contractual, statutory), damages, attorney fees, and judgments of sums of money growing out of, resulting from, or by reason of any act or omission of its own or of its designees, agents, assignees, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this MOA, or with any use of any state-owned right-of-way by its designees, agents, assignees, servants, independent contractors, or employees, or otherwise in connection with the debris operations performed by any of the above-enumerated parties, as contemplated hereunder, including, but not limited to, any omissions, defects or deficiencies, disruptions, inefficiencies or nonpayment of any cost incurred, or any other claim of whatever nature or kind arising from, out of, or in any way connected with, the performance of any obligation undertaken pursuant to this MOA, to the fullest extent permitted by law.

8.2 Nothing herein is intended, nor shall be deemed, to create a third-party beneficiary to or for any obligation by any Party hereto, or to authorize any third person to have any action against any Party arising out of this MOA.

8.3 Nothing herein is intended, nor shall be deemed, to alter possession or ownership of, or responsibility for, any property owned by either Party.

ARTICLE IX

DISCRIMINATION CLAUSE

9.1 The Parties shall abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1974; the Americans with Disabilities Act of 1990, as amended; and Title II of the Genetic Information Nondiscrimination Act of 2008.

9.2 The Parties shall not discriminate in any employment practices, and shall conduct their respective obligations under this MOA without regard to race, color, age, religion, sex, national origin, veteran status, genetic information, political affiliation, or disability.

9.3 Any act of discrimination committed by any Party hereto, or any failure to comply with these statutory obligations when applicable, shall be grounds for termination of this MOA.

ARTICLE X

SEVERABILITY

Should any term, covenant, condition, or provision of this MOA or the application thereof to any person or circumstance shall, at any time or to any extent, be found invalid or unenforceable, the remainder of this MOA or the application of such terms, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this MOA shall be valid and enforced to the fullest extent permitted by law.

ARTICLE XI

LEGAL COMPLIANCE

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

ARTICLE XII

CONTROLLING LAW AND VENUE

12.1 The validity, interpretation, and performance of this MOA shall be controlled by and construed in accordance with the laws of the State of Louisiana.

12.2 The exclusive venue for any suits arising out of this MOA shall be in the Nineteenth Judicial District Court for the Entity of East Baton Rouge, Louisiana.

ARTICLE XIII

PROVISION OF LAW DEEMED INSERTED

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

ARTICLE XIV

NOTICES

All notices and other communications pertaining to this MOA shall be made to the following Party representatives:

DOTD:

M. Todd Donmyer
Asst. Secretary, Operations
1201 Capitol Access Rd.
Baton Rouge, La. 70802-4438
Office: 225-379-1200

Entity:

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of this ____ day of _____, 20__.

WITNESSES: [ENTITY]

____ By: _____

[TITLE] / Designee

____ Date: _____

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of this ____ day of _____, 20__.

WITNESSES: STATE OF LOUISIANA

DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

____ By: _____

Secretary / Designee

____ Date: _____

RECOMMENDED FOR APPROVAL

By: _____

Executive Counsel

Jurors discussed LWCC renewal quote for 2026.

Motion by Mr. Roy Edwards, seconded by Mr. Cephas Bowie, Jr. to approve the LWCC renewal for 2026. Motion carried unanimously.

Mr. Buck Vandersteen, Louisiana Forestry Association, addressed the jurors regarding Carbon Capture and Sequestration (CCS) in Grant Parish. He spoke about what he considers pros for CCS requested a task force be assembled to research and further discuss the matter before voting to oppose it.

Mr. Gary Musgrove, Nursery Owner, addressed the jurors regarding CCS in Grant Parish and spoke about what he considers cons. He requested the jurors to please vote to oppose CCS in Grant Parish.

Mr. Ed Tarpley, Parish Resident, addressed the jurors regarding CCS in Grant Parish and spoke about what he considers cons. He requested the jurors to please vote to oppose CCS in Grant Parish.

Motion by Mr. Roy Edwards, seconded by Mr. Cephas Bowie, Jr. to adopt Resolution 34-2025; Opposing Carbon Capture and Sequestration in Grant Parish. Motion carried unanimously.

RESOLUTION: 34-2025

A RESOLUTION OPPOSING CARBON CAPTURE AND SEQUESTRATION IN GRANT PARISH

WHEREAS, The Grant Parish Police Jury recognizes it duty to protect the health, safety, property, and welfare of the citizens of Grant Parish and to preserve the Parish's natural resources, including clean air, safe drinking water, productive agriculture land, and a stable environment for current and future generations; and,

WHEREAS, Carbon Capture and Sequestration (CCS) projects, which involve the capture, transportation and underground injection of carbon dioxide (CO2), have raised significant public concern within Grant Parish and throughout the State of Louisiana regarding potential impacts on public safety, groundwater, soil stability, private property, and local ecosystem; and,

WHEREAS, incidents in other jurisdictions have demonstrated that CO2 pipelines ruptures and underground storage failures can pose serious health and safety hazards, particularly in rural areas with limited emergency response capacity; and,

WHEREAS, the long-term monitoring, liability, and environmental oversight of CCS projects remain uncertain and the potential risks and financial burdens may ultimately be borne by local governments, landowners, and taxpayers; and,

NOW THEREFORE, BE IT HEREBY RESOLVED, that the Grant Parish Police Jury hereby formally opposes the siting, permitting, construction, or operation of any Carbon Capture and Sequestration (CCS) project or associated CO2 pipeline infrastructure within the boundaries of Grant Parish unless and until such technologies are independently verified by creditable, err reviewed scientific evidence to be safe, effective, and fully supported by the informed consent of the residents of Grant Parish; and,

BE IT FURTHER RESOLVED, that the Grant Parish Police Jury urges the Governor of Louisiana, The Louisiana Department of Natural Resources, the Louisiana Department of Environmental Quality, and all relevant state and federal agencies to give full and careful consideration to the concerns of local governments and citizens when evaluating CCS proposals

Passed, approved, and adopted this 11th day of December, 2025.

(*Jessie Pace*)

Jessie Pace

Secretary/Treasurer/Parish Manager

Grant Parish Police Jury

(Mark Ball)

Mark Ball

President

Grant Parish Police Jury

CERTIFICATE

I, Sissy Pace, Secretary/Treasurer of the Grant Parish Police Jury, Louisiana, do hereby certify that the above and foregoing constitutes a true and correct copy of a Resolution passed, approved, and adopted by the Grant Parish Police Jury on the 11th day of December, 2025.

(*Jessie Pace*)

Jessie Pace

Secretary/Treasurer/Parish Manager

Grant Parish Police Jury

Motion by Mr. Mike Merrell, seconded by Mr. Cephas Bowie, Jr. to amend the agenda to include a motion to approve Ordinance 06-2025; Declaring 641 Rowena Street, Montgomery, LA as Immovable Surplus Property. Motion carried unanimously.

Motion by Mr. Cephas Bowie, Jr., seconded by Mrs. Jennifer Futrell to approve Ordinance 06-2025; Declaring 641 Rowena Street, Montgomery, LA as Immovable Surplus Property. Motion carried unanimously.

Motion by Mr. Roy Edwards, seconded by Mr. Cephas Bowie, Jr. to accept resignation from Mr. Mike Merrell from the Grant Parish Library Board of Control. Motion carried unanimously.

Motion by Mr. Mike Merrell, seconded by Mr. Roy Edwards to accept the nomination of Mrs. Jennifer Futrell to the Grant Parish Library Board of Control. Motion carried unanimously.

Motion by Mr. Cephas Bowie, Jr., seconded by Mr. Mike Merrell to amend the agenda to add a motion to approve a Children's Youth Planning Board as mandated by R.S. 46:1941.5 and Act 555 of 2004. Motion carried unanimously.

Motion by Mrs. Jennifer Futrell, seconded by Mr. Roy Edwards to approve a Children's Youth Planning Board as mandated by R.S. 46:1941.5 and Act 555 of 2004. Motion carried unanimously.

Motion by Mr. Mike Merrell, seconded by Mr. Cephas Bowie, Jr. to pay bills as funds become available. Motion carried unanimously.

Motion by Mr. Roy Edwards, seconded by Mrs. Jennifer Futrell to adjourn. Motion carried unanimously.

Disclaimer: These minutes are not official until adopted by the jury at the next meeting.