

Colfax, Louisiana
December 12, 2019

The Police Jury of the Parish of Grant, State of Louisiana, met in regular session at its meeting place, the Police Jury Meeting Room of the Parish Courthouse, 200 Main Street, Colfax, Louisiana on Thursday, December 12, 2019 at 5:00 p.m.

The following members were present:

Mr. Don Arnold, Mr. David Merrell, Mr. Carl Ray Lasyone, Mr. Brandon DuBois, Mr. Winston Roberts, Mr. Cephas Bowie, Jr., Mr. Britton Carroll, Mr. Arnold Murrell

The following members were absent:

None

Motion by Mr. Brandon DuBois, seconded by Mr. Arnold Murrell to open the Public Hearing to receive any opinions on the 2020 budget. Motion carried.

Motion by Mr. Arnold Murrell, seconded by Mr. David Merrell to adjourn the Public Hearing on the 2020 budget and enter into regular session. Motion carried.

Motion by Mr. Brandon DuBois, seconded by Mr. Winston Roberts to accept the minutes of the last meeting as published in the official journal. Motion carried.

Motion by Mr. Arnold Murrell, seconded by Mr. David Merrell to adopt Resolution 23-2019; Proposed Budget for the 2020 Year Ended December 31, 2020. Motion carried.

RESOLUTION: 23-2019

PROPOSED BUDGET FOR THE 2020 YEAR ENDED DECEMBER 31, 2020

WHEREAS, the Grant Parish Police Jury has reviewed the accompanying budget.

WHEREAS, the Grant Parish Police Jury has found the content of the accompanying budget to be satisfactory.

BE IT RESOLVED, THAT THE Grant Parish Police Jury does hereby adopt the accompanying budget as the official operating budget for the year ended **December 31, 2020**

THUS, DONE AND SIGNED, this 12th day of December, 2019.

(s) Cynthia Jamison
Cynthia Jamison
Secretary/Treasurer
Grant Parish Police Jury

(s) Don Arnold
Don Arnold
President
Grant Parish Police Jury

CERTIFICATE

I, Cynthia Jamison, do hereby certify that the above and foregoing constitutes a true and correct copy of a Resolution passed and adopted by the Grant Parish Police Jury on this 12th day of December, 2019.

(s) Cynthia Jamison
Cynthia Jamison, Parish Manager
Grant Parish Police Jury

Motion by Mr. David Merrell, seconded by Mr. Winston Roberts to adopt Resolution 22-2019; Amended Budget for the 2019 Year Ended December 31, 2019. Motion carried.

RESOLUTION: 22-2019

AMENDED BUDGET FOR THE YEAR ENDED DECEMBER 31, 2019

WHEREAS, the Grant Parish Police Jury has reviewed the accompanying budget.

WHEREAS, the Grant Parish Police Jury has found the content of the accompanying budget to be satisfactory.

BE IT RESOLVED, THAT THE Grant Parish Police Jury does hereby adopt the accompanying budget as the official operating budget for the year ended **December 31, 2019**

THUS, DONE AND SIGNED, this 12th day of December, 2019.

(s) Cynthia Jamison
Cynthia Jamison
Secretary/Treasurer
Grant Parish Police Jury

(s) Don Arnold
Don Arnold
President
Grant Parish Police Jury

CERTIFICATE

I, Cynthia Jamison, do hereby certify that the above and foregoing constitutes a true and correct copy of a Resolution passed and adopted by the Grant Parish Police Jury on this 12th day of December, 2019.

(s) Cynthia Jamison
Cynthia Jamison, Parish Manager
Grant Parish Police Jury

Motion by Mr. Brandon DuBois, seconded by Mr. Winston Roberts to change the January 2020 Police Jury Meeting from January 9, 2020 to January 13, 2020 as oath of office is taken on that day. Motion carried.

Mr. Paul Fuselier, Community and Governmental Relations Manager, Acadian Ambulance gave the report for calls and transports for month of November 2019.

Mr. Robert Wolfe updated the Jury on projects that he is currently working on.

Mr. Hunter McNeely addressed the jury regarding the tree markings around the courthouse.

Mr. Hunter McNeely addressed the jury regarding clarification of issues with adding rock to the Council on Aging parking lot.

Motion by Mr. Cephas Bowie, Jr., seconded by Mr. Brandon DuBois to enter into a Cooperative Endeavor Agreement with the Grant Parish Council on Aging for parking lot improvements. Motion carried.

Motion by Mr. Winston Roberts, seconded by Mr. Britton Carroll to adopt Ordinance 06-2019; Revised Noise Ordinance. Motion carried.

ORDINANCE

06-2019

GRANT PARISH NOISE ORDINANCE

WHEREAS, the Grant Parish Police Jury is empowered to enact ordinances providing for the well-being, safety and peace of mind for its citizens; and

WHEREAS, the production or commission of noises or amplified speech, music or other sounds and do tend to annoy, disturb or frighten citizens; and

WHEREAS, it is reasonable to expect that such sounds or noises can under most circumstances, be eliminated or at least modified through prudent efforts on the part of the governing authority, law enforcement, businesses and the general public;

THEREFORE, the Grant Parish Police Jury does hereby establish the following noise regulations;

The purpose of this ordinance is to provide for an, effective means of regulating and controlling sound and noise within the Parish of Grant, in all unincorporated areas, for the purpose of providing for the health, safety and welfare of the population while ensuring the rights of individuals are not unreasonably restricted.

1) Offenses against Public Peace and Order

It shall be unlawful for any person or persons to make, permit, or cause to be made or to create any unreasonably loud and disturbing noise in the Parish. For purposes of this ordinance, loud and disturbing noise shall be defined as;

(A) unreasonably loud: Noise which is substantially incompatible with the time and located where created, to the extent that it creates an actual or imminent interference with peace and good order.

(B) Disturbing: Noise which is perceived by a person of ordinary sensibilities as interrupting the normal peace and calm of an area.

In determining whether a noise is unreasonably loud and disturbing, the following factors incident to such noise are to be considered:

Time of day; proximity to residential structures; whether the noise is recurrent, intermittent or constant; the volume and intensity of the noise; whether the noise has been enhanced in volume or range by any type of electric or mechanical means; the character of the area; whether the noise is related to the normal operation of a business or other labor activity; whether the noise is subject to being controlled without unreasonable effort or expense to the creator thereof.

Enforcement:

(1) If noise is of a temporary but disruptive nature, such as a party or gathering contact the parish law enforcement agency or constable to seek immediate relief.

(2) If the noise is of a continuing nature and the complainant has been unable to obtain the cooperation of the source of the disruptive noise in reducing or removing the offending noise, the complainant shall contact a parish law enforcement officer or constable.

Should there be no response by the offender to the law enforcement officer's request to comply with the ordinance, a citation specifying the time and date to appear before Thirty-Fifth Judicial District Court for the Parish of Grant, State of Louisiana may be issued.

The party issued the citation may, at his/her option, pay the fine of fifty dollars (;50.00) and court costs of fifty dollars (\$50.00) prior to the date and time specified on the citation, or may elect to have the case heard by the Thirty-Fifth Judicial District Court for the Parish of Grant, State of Louisiana.

(A) The violation of any provision of this ordinance shall constitute a misdemeanor and shall be punishable by a fine of fit dollars (\$50.00). A court cost of fifty dollars (\$50.00) shall also be imposed on each citation, except that in the case of multiple violations for the same cause, the court cost shall only be levied once. Each day on which the violation of the ordinance continues shall constitute a separate and distinct violation and offense. Upon conviction in the Thirty-Fifth Judicial District Court for the Parish of Grant, State of Louisiana, the violator has the right to appeal to the Third Circuit Court of Appeal for the State of Louisiana within the delays allowed by law.

(B) Farming operations shall be exempt from this ordinance except under circumstances where prolonged use of farm equipment and the emission of such noises thereby produced create a hardship or discomfort for any residence within one thousand (1,000) feet.

(C) Short term construction projects of a limited duration (i.e., roofing reconstruction, tree removal, etc.) shall be exempt from this ordinance provided that there is a definitive length of time during which the project and noise can be reasonably expected to exist.

For the purposes of this ordinance, noises include, but are not limited to:

Lawn mowing equipment, tractors, weed eaters, leaf blowers, chain saws and other equipment used outdoors for the purpose of maintaining lawns, gardens, parks, cemeteries, pastures and the like.

Production machinery that operates for more than a limited period of time (ten minutes) or intermittently during any half hour period; as used in the operation of businesses which are located adjacent to or within close proximity to residential areas, hospitals, nursing care centers, churches, schools or child care centers. Such machinery shall include, but is not limited to, table saws, lathes, sanding devices, planing equipment, sawmills, and other industrial equipment, air compressors, paint sprayers, manufacturing equipment, power equipment motors, pumps or blowers.

Animals, including dogs, cats, horses, birds, waterfowl, cattle, goats, sheep, pigs and those animals which are considered domesticated. Any animal creating a disturbing noise shall have made that noise for a prolonged period of time (ten minutes of continuous sound, or intermittent noises of more than thirty minutes duration).

Musical instruments, sound amplifying equipment, loudspeakers, microphones, public address systems, radios, tape players, compact disc players, televisions and "boom boxes". Such equipment may be in a fixed location (i.e., within venue of the speech or performance) are subjected to the sound for more than a brief period of time (more than thirty minutes).

Idling vehicles (automobiles, trucks, delivery vehicles), left running for more than ten minutes in a non-commercial area.

For the purposes of this ordinance, special events such as revivals, outdoor musical concerts, sporting events, performances or political rallies are exempt from these restrictions except under extraordinary circumstances and at the discretion of the law enforcement agency involved.

This ordinance shall become effective ten (10) days following its adoption.

BE IT ORDAINED by the Grant Parish Police Jury this date that the above and foregoing designated ordinance is hereby adopted.

Date of Enactment - This Ordinance shall become effective upon adoption.

WHEREUPON THIS ORDINANCE WAS ADOPTED TO A VOTE AND RESULTED IN THE FOLLOWING:

YEAS: 7 NAYS: None ABSENT: None

AND THIS ORDINANCE WAS ADOPTED ON THIS 12th DAY OF DECEMBER, 2019.

(s) Cynthia Jamison
Cynthia Jamison
Secretary/Treasurer
Grant Parish Police Jury

(s) Don Arnold
Don Arnold
President
Grant Parish Police Jury

CERTIFICATE

I, Cynthia Jamison, do hereby certify that the above and foregoing constitutes a true and correct copy of a Resolution passed and adopted by the Grant Parish Police Jury on this 12th day of December, 2019.

(s) Cynthia Jamison
Cynthia Jamison, Parish Manager
Grant Parish Police Jury

Motion by Mr. Winston Roberts, seconded by Mr. Cephas Bowie, Jr. to adopt Ordinance 09-2019; Revised Litter Ordinance. Motion carried.

ORDINANCE: 09-2019

REVISED LITTER ORDINANCE

An ordinance to repeal all Grant Parish Litter Ordinances and to adopt another Ordinance containing revised language, revised fine provisions, and revised provisions regarding the use of Constables and Justice of the Peace Courts, neither of which are used any longer in Grant Parish.

WHEREAS, there have been many ordinances and motions made amending the Grant Parish Litter Ordinance of 1992;

WHEREAS, some of these ordinances have caused confusion and a lack of clarity concerning what constitute litter violations;

WHEREAS, it is the desire of this governing body to repeal all previous ordinances governing the definition of a litter violation and the fines imposed, and to replace the ordinances with new definitions and language.

NOW, THEREFORE, be it resolved by the Police Jury of the Parish of Grant, State of Louisiana that it hereby repeals all prior Grant Parish Litter Ordinances and adopts another Ordinance which shall read as follows:

Section 1: Household waste and dumpsters.

a) **Prohibited Items.** No person shall place non-household waste items into the Grant Parish dumpsters or upon the ground at Parish dumpsites. Household waste shall be defined as waste generated within and from around the house and measuring not more than 5 feet in length or width when placed into the dumpsters, hereinafter referred to as the "5 foot" rule. Other items that shall not be placed into the dumpsters or upon the ground at Parish dumpsites are "white ware," including but not limited to, water heaters, stoves, refrigerators, air conditioners, dishwashers, freezers, washing machines, and dryers. Furniture items, including but not limited to couches, sofas, beds, mattresses, recliners, tables, cabinets, and drawer sets, are not allowed to be deposited into the dumpsters or upon the ground at Parish dumpsites. Attachments to a house or made a part thereof, including roofing materials, doors, cabinets, sheetrock, windows, bricks, and concrete items, shall not be placed into the dumpsters or upon the ground at Parish dumpsites.

b) **Hazardous Waste.** Hazardous and toxic items are not allowed to be deposited into dumpsters or upon the ground at Parish dumpsites. Examples would include batteries, acids, petroleum products, explosives, and other hazardous chemical substances.

c) **Commercial Waste.** Waste products from commercial operations are not allowed into the dumpsters, with the exception of up to one 55-gallon bag of trash per vehicle for small businesses and household businesses. No waste products from commercial operations shall be placed upon the ground at Parish dumpsites.

d) **Dead Animals.** No uncooked or unprocessed animal or fish carcasses or entrails are permitted in the dumpsters or upon the ground at Parish dumpsites.

e) **Exceptions to Prohibited Items.** Some items which may be allowed and which may not meet the exact guidelines set forth in Subsection (a) of Section (1) are as follows: small appliances including microwaves, toaster ovens and coffee makers that do not exceed the "5 foot" rule; small items including televisions, computers, lamps, vacuum cleaners, sewing machines, VCRs and radios that do not exceed the "5 foot" rule; small "kitchen-like" chairs and stools that do not exceed the "5 foot" rule; carpet, linoleum, and vinyl flooring that does not exceed the "5 foot" rule; products composed of mostly wood and plastic, such as scrap lumber, that does not exceed the "5 foot" rule; lawn and garden byproducts including grass, leaves, pine straw, and small limbs, that do not exceed the "5 foot" rule. In most cases, unless explicitly prohibited in Subsections (a), (b), and (c) for Section (1), the "5 foot" rule shall be applied to define household waste items that may be deposited into the dumpsters.

f) **No Items to be Placed on Ground.** No items are to be placed upon the ground around dumpsites, unless otherwise posted.

g) **Grant Parish Landfill.** Items which are prohibited may be brought to the Grant Parish Landfill. It shall be the duty of the Grant Parish Police Jury to post at each household waste dumpsite a sign which provides the address, phone number, and hours of operation for the Grant Parish Landfill. A copy of this ordinance shall also be placed at each dumpsite. However, in the event such copy is destroyed or removed, it is the responsibility of each resident to be made aware of the law.

Section 2: Littering upon private and public property, and roadways.

a) **Private Property.** It shall be unlawful for any person to dump, place or deposit any garbage, refuse, trash or items which might affect human health or enjoyment of property including, but not limited to, paper, metal, glass, leaves, wood or dead animals upon immovable property without the consent of the owner of that immovable property.

b) **Public Property and Roadways.** It shall be unlawful for any person to dump, place, or deposit any garbage, refuse, trash, or items which might affect the health or enjoyment of the public, including, but not limited to, paper, metal, glass, leaves, wood or dead animals upon or in any public property, grounds at dumpster sites, parks, public roads, rights-of-way, ditches, drainage channels, branches, creeks, bayous, rivers or waterways including, but not limited to, the levees and drainage ways of the parish drainage system or of any drainage district.

c) **Pets and Stray Animals.** It shall be unlawful to abandon live animals upon any public property or private property without the consent of the owner of the property who is willing to accept responsibility of the animal.

Section 3: Non-resident Dumping.

(a) **Non-resident Defined.** A non-resident of Grant Parish shall be any person who does not reside at a residence, such as a camp or home, in Grant Parish.

(b) **Illegal Non-resident Dumping.** It shall be illegal for any person who does not reside at a residence, such as a camp or home, to deposit garbage in any waste receptacle or dumpster in Grant Parish.

(c) **Items Allowed by Non-residents.** There shall be an exception made in regards to Subsection (b) of Section (3). This exception allows for non-residents to deposit a small bag of garbage, not larger than 5 gallons in volume, into the dumpsters. This exception shall be made for those who may temporarily work, buy, sell, or conduct other business or recreational activities in Grant Parish. A limit is hereby established at one 5-gallon bag per vehicle per day.

(d) **Establishing Proof of Residency.** Proof of residency shall be determined at the time of depositing trash into the dumpsters. A valid driver's license may be one means of establishing proof of residency to those enforcing the ordinance. In addition, a current bill (no more than 3 months old) with a Grant Parish address, which proves established utilities in the person's name who is depositing trash, may be used to prove residency. Enforcement officers may also run license plate numbers through local law enforcement offices as another means of establishing residency. No citation in violation of illegal non-resident dumping shall be issued until all means of establishing residency or non-residency have been exhausted.

(e) **Resident Dumping of Non-resident Waste.** It shall be illegal for any resident of Grant Parish to deposit non-resident waste into Grant Parish dumpsters. Inspection of garbage by a law enforcement officer may be a legitimate means of establishing proof of a violation of this prohibition.

Section 4: Scavenging.

Privacy and Safety. Due to privacy concerns and safety concerns, no person shall plunder or salvage from garbage containers or container sites located in Grant Parish.

Section 5: Establishing Proof of Violation of this Ordinance.

- (a) **Physical Proof of Violation.** Proof establishing that a person or persons has placed a prohibited item mentioned in Section 1, Section 2, and Section 3 of this ordinance into dumpsters or upon property which is prohibited from being dumped upon shall be established by any item including, but not limited to, mail addressed to a specific person or material containing a name and address which is found in or on any item(s) placed in violation of Sections 1, 2, and 3 above; such proof shall establish a “permissive rebuttable presumption” under this section that the violator hereof is the person or persons identified thereby and traceable thereto and the same is admissible in evidence for that purpose. However, should such person or persons produce proper evidence or testimony that he or she or they have a contract with or can produce a receipt from a commercial or other hauler indicating that payment was made thereto to haul the garbage, trash, refuse or litter, then the “permissive rebuttable presumption” herein established shall shift to said commercial or other hauler.
- (b) **Witness to Violation.** The sworn testimony of witnesses to any litter violations shall be considered as evidence at the discretion of the judge presiding in the 35th Judicial District Court.
- (c) **Violation Defined by Action.** A violation of this litter ordinance shall be considered by the Grant Parish Sheriff Deputy, Grant Parish Litter Enforcement Officer, and the judge presiding in the 35th Judicial District Court as an action that has actually occurred and not one which might occur or which was intended to occur, but did not. A violation cannot be established upon intent, but upon action only.

Section 6: Commercial Haulers.

Commercial Haulers. It shall be illegal for any business, person or persons to conduct a business in which they pick-up and collect garbage of multiple households and place them into Grant Parish dumpsters for a fee.

Section 7: Fines for Violations.

- (a) **Fines for Sections (1-4).** Any person who violates any provision of Sections 1-4 of this ordinance shall be subject to a fine of not less than \$500.00 upon their first offense, not less than \$1,000.00 upon their second offense, and not less than \$1,500.00 upon their third and subsequent offenses.
- (b) **Fines for Section (6).** Any commercial hauler who violates the prohibition of Section (6) of this ordinance shall be subject to a fine of not less than \$1,000.00 upon first offense, not less than \$1,500.00 upon their second offense, and not less than \$2,000.00 upon their third and subsequent offenses.
- (c) **Community Service.** Any violation of this litter ordinance shall be subject to community service of up to 16 hours. It is not the intent of the Police Jury to subject any persons who are disabled or above the age of 65 to exhaustive labor. In such cases, provision shall be made for community service which may fit their abilities.

Section 8: Legal Jurisdiction for the Trying of Offenses.

Violations. Any violation of this ordinance may be tried in the 35th Judicial District Court.

Section 9: Remittance to Grant Parish General Fund.

- (a) **Collection by the 35th Judicial District Court.** All fines imposed by the 35th Judicial District Court for litter violations shall be paid to Grant Parish. Grant Parish shall reimburse the 35th Judicial District Court, which handles the litter violations, for the time spent and expenses incurred. This reimbursement shall consist of no more than fifty percent (50%) of the fines collected by Grant Parish as imposed by the 35th Judicial District Court.
- (b) **Fines Mailed Directly to Police Jury Office.** Many violations may be settled out of court. In such cases, fines shall be mailed by the offender directly to the office of the Police Jury of Grant Parish. It is the responsibility of the Police Jury Office to inform the 35th Judicial District Court of any fines that have been or have not been paid to the Police Jury Office. To the extent permitted by state law, the 35th Judicial District Court may order the suspension of driver’s licenses for failure to appear in court and/or failure to pay fines as ordered by the 35th Judicial District Court.
- (c) **Reimbursement for Court Expenses.** The Police Jury Office shall reimburse and compensate the 35th Judicial District Court, Grant Parish Sheriff Deputies, Grant Parish Litter Enforcement Officers, and

Clerk of Court for their time spent in Litter Court. The reimbursement of such funds shall only occur upon the receiving of written consent or request by the presiding judge of the 35th Judicial District Court.

- (d) **Repeal** – All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.
- (e) **Severability** – If any provision of this Ordinance shall be held invalid, such invalidity shall not affect any other provisions herein which can be given effect without the invalid provision and to this end the provisions of this Ordinance are hereby declared to be severable.

Date of Enactment - This Ordinance shall become effective upon adoption.

WHEREUPON THIS ORDINANCE WAS ADOPTED TO A VOTE AND RESULTED IN THE FOLLOWING:

YEAS: 7 NAYS: None ABSENT: None

AND THIS ORDINANCE WAS ADOPTED ON THIS 12th DAY OF DECEMBER, 2019.

(s) Cynthia Jamison
Cynthia Jamison
Secretary/Treasurer
Grant Parish Police Jury

(s) Don Arnold
Don Arnold
President
Grant Parish Police Jury

CERTIFICATE

I, Cynthia Jamison, do hereby certify that the above and foregoing constitutes a true and correct copy of a Resolution passed and adopted by the Grant Parish Police Jury on this 12th day of December, 2019.

(s) Cynthia Jamison
Cynthia Jamison, Parish Manager
Grant Parish Police Jury

Motion by Mr. Brandon DuBois, seconded by Mr. Winston Roberts to adopt Ordinance 08-2019; “Notice of Intent to Sell”. Motion carried.

EXHIBIT I: Sale of Adjudicated Property

ORDINANCE 8-2019

**AUTHORIZING THE GRANT PARISH POLICE JURY
TO SELL**

A certain piece, parcel or tract of land, together with all buildings and improvements thereon, and all rights, ways and privileges thereto appertaining, being, lying and situated in the Parish of Grant, State of Louisiana, and being more particularly described as follows to-wit:

BEGINNING AT THE N.W. CORNER OF PROPERTY NOW OWNED BY MRS. LILLIAN LECAZE AND RUN WEST ALONG RED RIVER DRIVE A DISTANCE OF 64 FEET, THENCE SOUTH A DISTANCE OF 135 FEET, THENCE EAST A DISTANCE OF 61 FEET TO PROPERTY LINE OF MRS. LILLIAN LECAZE, THENCE NORTH 135 FEET TO POINT OF BEGINNING ON RED RIVER DRIVE, ALL IN THE TOWN OF MONTGOMERY, GRANT PARISH, LOUISIANA.

PROPERTY DESCRIPTION TAKEN FROM CONVEYANCE BOOK 105, PAGE 343

**TO: RICHARD & BRENDA PAYNE
FOR THE
CONSIDERATION OF \$889.97 CASH**

WHEREAS, the Parish of Grant owns property described as

A certain piece, parcel or tract of land, together with all buildings and improvements thereon, and all rights, ways and privileges thereto appertaining, being, lying and situated in the Parish of Grant, State of Louisiana, and being more particularly described as follows to-wit:

BEGINNING AT THE N.W. CORNER OF PROPERTY NOW OWNED BY MRS. LILLIAN LECAZE AND RUN WEST ALONG RED RIVER DRIVE A DISTANCE OF 64 FEET, THENCE SOUTH

A DISTANCE OF 135 FEET, THENCE EAST A DISTANCE OF 61 FEET TO PROPERTY LINE OF MRS. LILLIAN LECAZE, THENCE NORTH 135 FEET TO POINT OF BEGINNING ON RED RIVER DRIVE, ALL IN THE TOWN OF MONTGOMERY, GRANT PARISH, LOUISIANA.

PROPERTY DESCRIPTION TAKEN FROM CONVEYANCE BOOK 105, PAGE 343

Said property having been adjudicated to either the aforementioned City and/or the Parish for unpaid property taxes; and

WHEREAS, a request has been received from RICHARD & BRENDA PAYNE, to purchase said property for the consideration of \$889.97 cash, at the time of sale, said consideration representing the total of the statutory impositions, governmental liens, and costs of sale or two-thirds (2/3) of the appraised value of the property; and,

WHEREAS, this Jury is of the opinion that it would be in the public interest to convey the above-mentioned property to RICHARD & BRENDA PAYNE, for the offered consideration.

NOW, THEREFORE, BE IT ORDAINED by the Grant Parish Police Jury that:

Section 1. A certain piece, parcel or tract of land, together with all buildings and improvements thereon, and all rights, ways and privileges thereto appertaining, being, lying and situated in the Parish of Grant, State of Louisiana, and being more particularly described as follows to-wit:

BEGINNING AT THE N.W. CORNER OF PROPERTY NOW OWNED BY MRS. LILLIAN LECAZE AND RUN WEST ALONG RED RIVER DRIVE A DISTANCE OF 64 FEET, THENCE SOUTH A DISTANCE OF 135 FEET, THENCE EAST A DISTANCE OF 61 FEET TO PROPERTY LINE OF MRS. LILLIAN LECAZE, THENCE NORTH 135 FEET TO POINT OF BEGINNING ON RED RIVER DRIVE, ALL IN THE TOWN OF MONTGOMERY, GRANT PARISH, LOUISIANA.

PROPERTY DESCRIPTION TAKEN FROM CONVEYANCE BOOK 105, PAGE 343

Said property should be re-entered into the stream of commerce thereby serving the public interest.

Section 2. The acquiring person shall certify, in writing, to the Purchasing Department that he/she or his/her agent has searched for all names and last known addresses of all owners, mortgages, and any other person(s) who may have a vested or contingent interest in the property, or who have filed a request for notice as indicated in those records and has so examined:

- the mortgage and conveyance records of Grant Parish,
- the current telephone book,
- any other examination resources, including Internet search engines, if any, the records of the Louisiana Secretary of State and the Secretary of States set forth by the names of identified entities

Section 3. The acquiring person shall submit the required notifications (R.S. 47:2206 A and B) to the Civil Sheriff for his/her signature, and then notify those persons identified via regular mail, certified mail*, publication and/or service of process. *Copies of the "green and white receipts" should be maintained by the purchaser as indicia of compliance with the notice requirements;

Section 4. The acquiring person shall send a written notice notifying any tax sale party whose interest the successful bidder or donee intends to be terminated that the party has until the later of the following to redeem the property or otherwise challenge in a court of competent jurisdiction the potential sale or donation:

(a) Sixty days from the date of the notice provided in this Subsection, if five years have elapsed from the filing of the tax sale certificate (formerly "proces verbal"), or six months after the date of the notice provided for in this Subsection, if five years have not elapsed since the filing of the tax sale certificate (formerly "proces verbal");

(b) The filing of the sale or donation transferring the property.

(c) The written notice required by this Section shall be that which is included in R.S. 47: 2206 A. (2).

Section 5. The acquiring person shall cause to be published in the official journal of this parish (currently the Colfax Chronicle) a notice that any tax sale party whose interest the successful bidder or donee intends to be terminated has, to redeem the property, until the later of:

(a) Sixty days, for property on which a tax sale certificate (formerly

“proces verbal”) was filed over five years previous of the first publication, or six months if the tax sale certificate (formerly “proces verbal”) was filed less than five years before the first publication of the notice provided for in this Subsection.

- (b) The filing of the sale or donation transferring the property.
- (c) The publication required by this Section shall be that which is included in
R.S. 47:2206 B. (2).

Section 6. The acquiring person may file with the recorder of mortgages a copy of one of the notices that was sent to the tax debtor or the current owner. A transfer, mortgage, lien, privilege, or other encumbrance filed after the filing of the notice shall not affect the property. The recorder of mortgages or recorder of conveyances shall cancel, erase, terminate, or release the acts upon the request of the acquiring person.]

Section 7. At any time after the expiration of the sixty-day or six-month periods, as applicable, set forth in R.S. 47:2206 (A) and (B), the acquiring person, or his/her successors and assigns, may send to this body a written notice requesting that the sale/donation to him/her be authenticated. The President of the Jury shall authenticate the sale or donation within ten days from the date of the request or as soon thereafter as practical. However, the President shall not execute the act of cash sale or act of donation until the District Attorney’s office has certified in writing to the President, that purchaser or donee has complied with the mandates of this Ordinance. The sale price shall be paid by cashier’s check or money order at the time of the sale.

NOTE: The initial application fee of \$75.00 and any other costs incurred by the purchaser shall not be applied to the purchase price and shall not be refundable if the purchaser elects not to complete the process.

NOTE: The City of Montgomery and/or the Parish of Grant shall reserve all oil, gas and other mineral rights in and to the property to be conveyed, but shall convey the surface rights of the said property.

Section 8. The acquiring person shall be responsible for filing the sale or donation and payment of all filing fees.

Section 9. The only warranty owed by the political subdivision or the municipalities shall be a warranty against eviction resulting from a prior alienation by the political subdivision or the municipality.

(a) All sales and donations shall be without warranty, either expressed or implied, even as to return or reduction of the purchase price, including without limitation the warranty against redhibitory defects or vices and the warranty that the thing sole is reasonable fit for its ordinary purpose or the acquiring person’s intended or particular purpose.

(b) These waivers or exclusions of warranties shall be self-operative regardless of whether the waivers or exclusions are contained in the act of sale or donation, and regardless of whether they are clear and unambiguous, and regardless of whether they are brought to the attention of the acquiring person. This provision supersedes the requirements of any other law.

(c) The writing constituting the sale shall be in the form as provided in R.S. 47: 2207 B. and the writing constituting the donation shall be that which is included in R.S. 47: 2207 C.

Section 10. The provisions of R.S. 41:1338 shall not apply to the property being sold or donated in accordance with this Ordinance.

Section 11. A certified copy of the sale or donation shall be prima facie evidence of the regularity of all matters dealing with the sale or donation and the validity of the sale or donation.

Section 12. Contemporaneously with or subsequent to the filing of the sale or donation of adjudicated property, the acquiring person, his/her successors, or assigns, may file with the recorder of mortgages an affidavit indicating how the tax sale parties whose interest the acquiring person, his/her successors, or assigns, intends to be terminated were identified, how the address of each tax sale party was obtained, how the written notice was sent, the results of sending the written notice, and the dates of publication.

(a) The affidavit may also contain a statement of the interest to which the purchaser or donee takes subject. The recorder of mortgages shall index the affidavit only under the names of the owner filing the affidavit and the tax debtor, as mortgagors.

(b) The affidavit described herein shall be sufficient if it follows the form articulated in R.S. 47: 2208.

(c) With respect to a sale, the filing of the affidavit provided herein shall operate as a cancellation, termination, release, or erasure of record of all statutory impositions of all political subdivisions then due and owing, of all governmental liens, and of all interests, liens, mortgages, privileges, and other encumbrances recorded against the property sold and listed in the affidavit.

(d) With respect to a donation, the filing of the affidavit provided herein shall operate as a cancellation, termination, release, or erasure of record of all statutory impositions of all political subdivisions then due and owing, of all governmental liens, and of all interests, liens, mortgages, privileges, and other encumbrances recorded against the property sold and listed in the affidavit.

(e) Upon filing of the affidavit, the recorder of mortgages or the recorder of conveyances shall treat as canceled, terminated, released, or erased, all those liens, privileges, mortgages or other encumbrances canceled, terminated, released or erased under subsections (c) or (d) of this Section, only insofar as they affect the property.

(f) The owner filing the affidavit shall be liable to and indemnify the recorder of mortgages, the recorder of conveyances, and any other person relying on the cancellation, termination, release, or erasure by affidavit for any damages that they may suffer as a consequence of such reliance if the recorded affidavit contains materially false or incorrect statements that cause the recorder to incorrectly cancel, terminate, release, or erase any interest listed in the affidavit. The recorder of mortgages and the recorder of conveyances shall not be liable for any damages resulting to any person or entity as a consequence of the cancellation, termination, release or erasure of any interest in compliance with this Section.

BE IT ORDAINED by the Grant Parish Police Jury this date that the above and foregoing designated ordinance is hereby adopted.

Date of Enactment - This Ordinance shall become effective upon adoption.

WHEREUPON THIS ORDINANCE WAS ADOPTED TO A VOTE AND RESULTED IN THE FOLLOWING:

YEAS: 7 NAYS: None ABSENT: None

AND THIS ORDINANCE WAS ADOPTED ON THIS 12th DAY OF DECEMBER, 2019.

(s) Cynthia Jamison
Cynthia Jamison
Secretary/Treasurer
Grant Parish Police Jury

(s) Don Arnold
Don Arnold
President
Grant Parish Police Jury

CERTIFICATE

I, Cynthia Jamison, do hereby certify that the above and foregoing constitutes a true and correct copy of a Resolution passed and adopted by the Grant Parish Police Jury on this 12th day of December, 2019.

(s) Cynthia Jamison
Cynthia Jamison, Parish Manager
Grant Parish Police Jury

Motion by Mr. Brandon DuBois, seconded by Mr. Winston Roberts to adopt Ordinance 07-2019; Ordinance to Create Prospective Precincts by the Split and/or Merger of Precinct Geography in Accordance with Louisiana Revised Statutes 18:532 and 18:532.1. Motion carried.

ORDINANCE 07-2019

MODEL PROSPECTIVE PRECINCT ORDINANCE

AN ORDINANCE TO CREATE PROSPECTIVE PRECINCTS BY THE SPLIT AND/OR MERGER OF PRECINCT GEOGRAPHY IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 18:532 AND 18:532.1

WHEREAS, the Parish Council/Police Jury has the authority under R.S. 18:532 to adopt prospective precinct mergers that are not subject to the requirement that the precincts or parts of the precincts shall be in the same state, local, and municipal office voting district, and:

WHEREAS, any prospective precinct mergers shall be submitted for review and approval to the Louisiana Secretary of State and the Louisiana Legislature by December 31 of 2019, and:

WHEREAS, any prospective precinct mergers shall be effective not later than **March 31 of 2020** for the purpose of establishing block boundaries for the federal decennial census, and for reapportionment and redistricting purposes following that federal decennial census, and:

WHEREAS, any prospective precinct mergers shall be effective not later than **July 1 of 2021** for all purposes, and:

WHEREAS, the Parish Council/Police Jury has the authority under R.S. 18:532.1 to change the configuration, boundaries or designation of its election precincts, and:

WHEREAS, the Louisiana Secretary of State and the Louisiana Legislature have approved the merger and/or split of precincts in Section 1, and:

NOW, THEREFORE BE IT ORDAINED by the Parish Council/Police Jury, that the following precincts are created by merger and/or splitting, as described in Section 1:

SECTION 1: NEW PROSPECTIVE PRECINCT DESCRIPTIONS:

Prospective Precinct Changes/Mergers in accordance with Louisiana Revised Statutes 18:532 and 18:532.1

- 01/4 merge into 08/1 which borders each other
- 01/5 merge into 08/2 which borders each other
- 01/6 merge into 01/3 which borders each other
- 02/4 merge into 02/2 which borders each other
- 03/4 merge into 03/2 which borders each other
- 07/7 merge into 07/2 which borders each other

New Prospective Precinct Descriptions:

- 1-4 into 8-1, new 8-1 as follows:
 - Beginning at the junction of US Hwy 167 and Military Road, proceed southerly on US Hwy 167 to its junction with Orr Road; then easterly on Orr Road to its junction with Forest Service Road 145 A; then northerly on Forest Service Road 145 A to its junction with Dry Prong Creek; then northwesterly on Dry Prong Creek to its junction with an unnumbered forest service road that runs southeast from Forest Service Road 125 to Forest Service Road 145 A in the East Half of Section 36, Township 8 North, Range 2 West, Louisiana Meridian; then southeasterly on said road to its junction with Forest Service Road 145 A; then northeasterly on Forest Service Road 145 A to its junction with Forest Service Road 145; then northerly on Forest Service Road 145 to its junction with LA Hwy 472; then northeasterly on LA Hwy 472 to its junction with Indian Creek; then westerly following the path of Indian Creek to its junction with Forest Service Road 145; then northerly on Forest Service Road 145 to its junction with Forest Service Road 556; then westerly on Forest Service Road 556 to its junction with Saddle Bayou; then southwesterly on Saddle Bayou to its junction with Forest Service Road 155; then northwest on Forest Service Road 155 to its junction with Forest Service Road 558; then southwesterly on Forest Service road 558 to the parish bounds of Grant Parish; then southerly along the parish bounds of Grant Parish; then westerly along the parish bounds of Grant Parish to its junction with a branch of Savage Creek that meanders north through the west half of Section 3, Township 8 North, Range 3 West, Louisiana Meridian; then generally southerly along said branch to its junction with Savage Creek; then southeasterly on Savage Creek to its junction with Iatt Creek; then southwesterly on Iatt Creek to its junction with LA HWY 122; then easterly on LA HWY 122 to its junction with Forest Service Road 184; then northeasterly along Forest Service Road 184 to its junction with Forest Service Road 188; then southeasterly on Forest Service Road 188 to its junction with Black Creek Road; then northeasterly on Black Creek Road to its junction with Liberty Chapel Road; then northeasterly on Liberty Chapel road to its junction with Military Road; then southeasterly along Military Road to its junction with US HWY 167, the point of beginning.

- 1-5 into 8-2, new 8-2 as follows:

- Beginning at the junction of North Tower Road and LA Hwy 123, proceed southwesterly on LA Hwy 123 to its junction with Dry Prong Creek; then generally northwesterly on the natural path of Dry Prong Creek to its junction with an unnumbered forest service road that runs southeast from Forest Service Road 125 to Forest Service Road 145 A in the east half of Section 36, Township 8 North, Range 2 West, Louisiana Meridian; then southeasterly on said road to its junction with Forest Service Road 145 A; then northeasterly on Forest Service Road 145 A to its junction with Forest Service Road 145; then northerly along Forest Service Road 145 to its junction with LA Hwy 472; then northeasterly on LA Hwy 472 to its junction with Indian Creek; then westerly on Indian Creek to its junction with Forest Service Road 145; then northerly on Forest Service Road 145 to its junction with Forest Service Road 556; then westerly to on Forest Road 556 to its junction with Saddle Bayou; then southwesterly on Saddle Bayou to its junction with Forest Service Road 155; then northwesterly on Forest Service Road 155 to its junction with Forest Service Road 558; then southwesterly along Forest Service Road 558 to its junction with the northern boundary of Grant Parish; then northerly and then easterly along the parish boundary of Grant Parish to the eastern boundary of Grant Parish; then southerly along the eastern boundary of Grant Parish to its junction with Little Creek; then northwesterly on the natural path of Little Creek to its junction with Camp Hardtner Road; then southerly on Camp Hardtner Road to its junction with LA Hwy 524; then northwesterly on LA Hwy 524 to its junction with US Hwy 167; then northerly on US Hwy 167 to its junction with LA Hwy 524; then northerly on Hwy 524 to its junction with Forest Service Road 105; then generally southwesterly on Forest Service Road 105 to its junction with Forest Service Road 120; then northwesterly on Forest Service Road 120 to its junction with Forest Road 106; then southwesterly on Forest Service Road 106 to its junction with North Tower Road; then northwesterly on North Tower Road to its junction with LA Hwy 123, the point of beginning. This precinct surrounds and excludes Precinct 8-3, a wholly contained municipality of Georgetown.

- 1-6 into 1-3, new 1-3 as follows:

- Beginning at the junction of LA HWY 471 and Dartigo Creek, proceed northerly on LA HWY 471 to its junction with Big Hill Rd; then generally easterly on Big Hill Road to its junction with New Bridge Road; then southeasterly on New Bridge Road to its junction with Parasol Road; then generally northerly on Parasol Road to its junction with LA HWY 122; then easterly on LA HWY 122 to its junction with Iatt Creek; then generally northerly on the natural path of Iatt Creek to its junction with Savage Creek; then generally northwesterly on the natural path of Savage creek to its junction with a branch that meanders north through the west half of Section 3, Township 8 North, Range 3 West, Louisiana Meridian; then generally northerly on the natural path of said branch to its junction with the northern boundary of Grant Parish; then westerly on the northern boundary of Grant Parish to its junction with L'Eau Frete Creek; then generally southerly on the natural path of L'Eau Frete Creek to its junction with Nantachie Creek; then generally southeasterly on Nantachie Creek to its junction with Lake Nantachie; then generally southeasterly along the center of Lake Nantachie and then south to the junction of Nantachie Creek and the shoreline of Lake Nantachie; then easterly along the shoreline of Lake Nantachie to its junction with the public boat launch; then southwesterly along the public boat launch drive to its junction with LA HWY 1240; then generally northerly on LA HWY 1240 to its junction with Lapet Creek; then generally easterly on the natural path of Lapet Creek to its junction with Dartigo Creek; then generally northeasterly on Dartigo Creek to its junction with LA HWY 471, the point of beginning.

- 2-4 into 2-2, new 2-2 as follows:

- Beginning at the junction of a pipeline and Hwy 471 in Section 24, Township 7 North, Range 4 West, Louisiana Meridian, proceed in a southeasterly direction on said pipeline to its junction with Lemoine Cutoff Road; then continue southwesterly on Lemoine Cutoff Road to its junction with Valentine Bayou; then northeasterly on Valentine Bayou to its junction with the shoreline of Iatt Lake; then southeasterly on the shoreline of Iatt Lake to its junction with the centerline of Iatt Lake; then northerly on the natural path of Iatt Lake to its junction with Bayou Rigolette; then northwesterly on Bayou Rigolette to its junction with LA HWY 122; then westerly on LA HWY 122 to its junction with Parasol Road; then southwesterly along

Parasol Road to its junction with New Bridge Road; then northwesterly along New Bridge Road to its junction with Big Hill Road; then southwesterly on Big Hill Road to its junction with LA HWY 471; then southerly along LA HWY 471 to its junction with la Pet Creek; then southwesterly on the natural path of la Pet Creek to its junction with LA Hwy 1240; then southerly on LA Hwy 1240 to its junction with the public boat landing; then northeasterly on the public boat landing to the shoreline of Nantachie Lake; then northwesterly along the shoreline of Nantachie Lake to the junction with the centerline of Nantachie Creek; then southwesterly along the natural path of Nantachie Creek to the junction with the railroad; then southeasterly along the railroad to the junction with Boggy Bayou; then northeasterly along Boggy Bayou to its junction with LA Hwy 158; then northerly on LA Hwy 158 to its junction with US Hwy 71; then northwesterly on US Hwy 71 to its junction with LA Hwy 471; then northeasterly along LA HWY 471 to the junctions with the pipeline in Section 24, Township 7 North, Range 4 West, Louisiana Meridian, the point of beginning.

- 3-4 into 3-2, new 3-2 as follows
 - Beginning at the junction of US HWY 71 and Bayou Rigolette in Section 19, Township 6 North, Range 2 West, Louisiana Meridian, proceed northwesterly along US HWY 71 to its junction with LA HWY 8 in Section 4, Township 6 North, Range 3 West, Louisiana Meridian; then southwesterly along LA HWY 8 to its junction with 8th Street; then southeasterly on 8th Street to its junction with Cypress Street; then southwesterly on Cypress Street to its junction with LA HWY 8; then northwesterly on LA HWY 8 to its junction with 2nd Street; then continue northwesterly on 2nd Street to its junction with Louise Street; then northeasterly on Louise Street to its junction with an unnamed extension of 3rd Street; then generally northwesterly along said unnamed extension of 3rd Street to the western boundary of Grant Parish; then continue generally southerly along the western boundary of Grant Parish; then easterly along the south boundary of Grant Parish to the junction of the south boundary of Grant Parish with Bayou Darrow; then generally northerly along the natural path of Bayou Darrow to its junction with Bayou Taureau in Section 29, Township 6 North, Range 3 West, Louisiana Meridian; then continue generally northwesterly along the natural path of Bayou Taureau to its junction with LA HWY 492; then generally southeasterly on LA HWY 492 to its junction with Bayou Rigolette; then northerly on the natural path of Bayou Rigolette to its junction with US HWY 71, the point of beginning.

- 7-7 into 7-2, new 7-2 as follows
 - Beginning at the junction of LA HWY 123 and Forest Service Road 116, proceed southwesterly on LA HWY 123 to its junction with Fire Tower Road; then southeasterly on Fire Tower Road to its junction with LA HWY 8; then easterly along LA HWY 8 to its junction with Chandler Creek; then northeasterly along the natural path of Chandler Creek to the junction of a branch that runs northeasterly through the Northwest Quarter of Section 2, Township 6 North, Range 2 West, Louisiana Meridian; then northeasterly along said branch to its junction with Fralick Road; then southeasterly on Fralick Road to its junction with Brunson Road; then northeasterly along Brunson Road to its junction with Fire Break Road; then easterly on Fire Break Road to its junction with Rob Wallace Road; then northeasterly along Rob Wallace Road to its junction with US HWY 167; then northwesterly along US HWY 167 to the junction of a branch of Jordan Creek that runs through the Northwest Quarter of Section 31, Township 7 North, Range 1 West, Louisiana Meridian; then northeasterly along said branch to the railroad; then southeasterly on the railroad to its junction with Dyson Creek; then generally easterly on the natural path of Dyson Creek to its junction with South Tower Road; then northeasterly on South Tower Road to its junction with Dyson Creek Road; then westerly on Dyson Creek Road to its junction with North Tower Road; then generally northerly on North Tower Road to its junction with LA HWY 123; then southwesterly on LA HWY 123 to its junction with Dry Prong Creek; then generally northwesterly along the natural path of Dry Prong Creek to its junction with Forest Service Road 145 A; then southerly on Forest Service Road 145 A to its junction with Orr Road; then southwesterly on Orr road to its junction with US HWY 167; then southeasterly on US HWY 167 to its junction with the northern municipal corporate bounds of Dry Prong; then generally easterly along the northern municipal corporate bounds of Dry Prong; then southerly along the eastern municipal corporate bounds of Dry Prong; then westerly along the southern municipal corporate limits

of Dry Prong, and then northerly along the western municipal corporate limits of Dry Prong to its junction with LA HWY 123; then southwesterly on LA HWY 123 to its junction with Forest Service Road 116, the point of beginning.

BE IT ORDAINED by the Grant Parish Police Jury this date that the above and foregoing designated ordinance is hereby adopted.

Date of Enactment - This Ordinance shall become effective upon adoption.

WHEREUPON THIS ORDINANCE WAS ADOPTED TO A VOTE AND RESULTED IN THE FOLLOWING:

YEAS: 7 NAYS: None ABSENT: None

AND THIS ORDINANCE WAS ADOPTED ON THIS 12th DAY OF DECEMBER, 2019.

(s) Cynthia Jamison
Cynthia Jamison
Secretary/Treasurer
Grant Parish Police Jury

(s) Don Arnold
Don Arnold
President
Grant Parish Police Jury

CERTIFICATE

I, Cynthia Jamison, do hereby certify that the above and foregoing constitutes a true and correct copy of a Resolution passed and adopted by the Grant Parish Police Jury on this 12th day of December, 2019.

(s) Cynthia Jamison
Cynthia Jamison, Parish Manager
Grant Parish Police Jury

Motion by Mr. Britton Carroll, seconded by Mr. Winston Roberts to approve the amended 2019 budget and proposed 2020 budget of the North Louisiana Criminalistics Laboratory Commission. Motion carried.

Jury discussed new sign for the Veterans Affairs building.

Motion by Mr. David Merrell, seconded by Mr. Brandon DuBois to pay bills as funds become available. Motion carried.

Motion by Mr. Brandon Dubois, seconded by Mr. Arnold Murrell to adjourn. Motion carried.