

Colfax, LA
December 8, 2022

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 8, 2022 at 5:00 p.m.

The following members were present:

Mr. Don Arnold, Mr. Mark Ball, Mr. Cephas Bowie Jr., Mr. Brandon DuBois, Mr. Johnny Jamison, Mr. Arnold Murrell, and Mr. Winston Roberts

The following members were absent: Mr. David Merrell

Motion by Mr. Arnold Murrell, seconded by Mr. Mark Ball to open the public hearing to receive any opinions on the 2023 budget. Motion carried

No speakers came forward.

Motion by Mr. Cephas Bowie, Jr., seconded by Mr. Johnny Jamison to adjourn the public hearing on the 2023 budget and enter into regular session. Motion carried.

Motion by Mr. Arnold Murrell, seconded Mr. Mark Ball to accept the minutes of the last meeting as published in the official journal. Motion carried.

Motion by Mr. Arnold Murrell, seconded by Mr. Johnny Jamison to adopt Resolution 22-2022; Proposed Operating Budget for Year 2023. Motion carried.

**RESOLUTION: 22-2022
PROPOSED BUDGET FOR THE 2023 YEAR ENDED DECEMBER 31, 2023**

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, 2023

THUS DONE AND SIGNED, this 8th day of December, 2022.

(s) Jessie Pace
Jessie Pace
Secretary/Treasurer
Grant Parish Police Jury

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

YEAS: Mr. Mark Ball, Mr. Brandon DuBois, Mr. Johnny Jamison, Mr. Arnold Murrell, Mr. Cephas Bowie Jr., Mr. Winston Roberts

NAYS: None

ABSENT: Mr. David Merrell

CERTIFICATE

I, Jessie Pace, 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 8th day of December, 2022.

(s) Jessie Pace
Jessie Pace, Parish Manager
Grant Parish Police Jury

Motion by Mr. Arnold Murrell, seconded by Mr. Johnny Jamison to adopt Resolution 23-2022; Amended Operating Budget for Year 2022. Motion carried.

**RESOLUTION: 23-2022
AMENDED BUDGET FOR THE YEAR ENDED DECEMBER 31, 2022**

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, 2022

THUS DONE AND SIGNED, this 8th day of December, 2022.

(s) Jessie Pace
Jessie Pace
Secretary/Treasurer
Grant Parish Police Jury

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

YEAS: Mr. Mark Ball, Mr. Brandon DuBois, Mr. Johnny Jamison, Mr. Arnold Murrell, Mr. Cephas Bowie Jr., Mr. Winston Roberts

NAYS: None

ABSENT: Mr. David Merrell

CERTIFICATE

I, Jessie Pace, 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 8th day of December, 2022.

(s) Jessie Pace
Jessie Pace, Parish Manager
Grant Parish Police Jury

Mr. Tom David, Pan American Engineers, LLC, gave the jury an update on the South Grant Sewer Water Sector Program Project.

Motion by Mr. Brandon DuBois, seconded by Mr. Mark Ball to open the agenda to public comments. Motion carried.

No speakers came forth.

Motion by Mr. Johnny Jamison, seconded by Mr. Brandon DuBois to adopt Resolution 24-2022; Honoring the Retirement of Mr. Wesley Lemoine. Motion carried.

RESOLUTION: 24-2022

HONORING THE RETIREMENT OF MR. WESLEY LEMOINE

WHEREAS, Mr. Wesley Lemoine, has served with distinction and dedication as an employee of the Grant Parish Police Jury for eighteen (18) years, (8) months.

WHEREAS, he has served the citizens of Grant Parish and the Police Jury with Honor during those eighteen (18) years, (8) months.

WHEREAS, Mr. Wesley Lemoine will retire from service effective December 31, 2022.

NOW THEREFORE BE IT RESOLVED, that the Grant Parish Police Jury in recognition of his dedication and devotion, does hereby Commend and Honor Mr. Wesley Lemoine for eighteen (18) years, (8) months meritorious service to the Grant Parish Police Jury and the Citizens of Grant

Passed, approved, and adopted this 8TH day of December, 2022.

(s) Jessie Pace
Jessie Pace
Secretary/Treasurer
Grant Parish Police Jury

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

CERTIFICATE

I, Jessie Pace, Secretary/Treasurer of the Grant Parish Police Jury, 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 December 8, 2022.

(s) Jessie Pace
Jessie Pace, Secretary/Treasurer

Motion by Mr. Mark Ball, seconded by Mr. Brandon DuBois to open sealed bids for a motor grader. Motion carried.

Doggett \$339,800.00

Louisiana CAT \$307,562.50

Motion by Mr. Brandon DuBois, seconded by Mr. Johnny Jamison to accept the motor grader bid from Louisiana CAT in the amount of \$307,562.50. Motion carried.

The Jury discussed the removal of Paradise Point Road from the Grant Parish Police Jury Road Maintenance System the transfer of maintenance to Mr. Richard Crane. There will be a Public Hearing on the matter on January 12, 2023 at 5:00 pm in the Grant Parish Police Jury Meeting Room.

Motion by Mr. Johnny Jamison, seconded by Mr. Brandon DuBois to introduce Ordinance 08-2022; Ownership of the Aloha Community Center. Motion carried.

ORDINANCE NO. 08-2022

DECLARING THE INTENT OF THE PARISH, PURSUANT TO LA.R.S. 47:2236, TO ACQUIRE THE FULL OWNERSHIP INTEREST IN THE ALOHA COMMUNITY CENTER, NAMELY 1.78 AC PER PLAT IN SE OF NE AND PART OF NE OF SE, SEC. 16-7-4 WEST

WHEREAS, Tax sale title to the above-described property has been adjudicated to Grant Parish Police Jury for failure to pay property taxes;

WHEREAS, Grant Parish Police Jury now intends to acquire the full ownership interest in the above-described property.

WHEREAS, taking a full ownership interest under La.R.S. 47:2236 requires the Parish to declare by ordinance duly enacted that the Parish intends to acquire the full ownership interest of the subject property;

NOW THEREFORE, BE IT ORDAINED, by the Grant Parish Police Jury in due, legal, and regular session convened:

SECTION 1: All of the above "Whereas" clauses are adopted as part of this Ordinance.

SECTION 2: Pursuant to La.R.S. 47:2236, the Grant Parish Police Jury does hereby declare its intent to acquire the full ownership interest in THE ALOHA COMMUNITY CENTER, NAMELY 1.78 AC PER PLAT IN SE OF NE AND PART OF NE OF SE, SEC. 16-7-4 WEST.

SECTION 3: In accordance with La.R.S. 47:2236(B), this Ordinance shall be filed with the recorder of mortgages, who shall index the names of the tax debtor and the Parish of Grant as mortgagees.

SECTION 4: In accordance with La.R.S. 47:2236(C) and (D), written notice shall be given to the tax sale parties whose interest the Parish intends to be terminated and notice shall be published in the official journal of the Parish. Both notices shall state that the tax sale parties whose interest the Parish intends to be terminated shall have sixty (60) days after the date of notice, if five (5) years have elapsed from the filing of the tax sale certificate, or six (6) months after the date of notice, if five (5) years have not elapsed from the filing of the tax sale certificate, to redeem the property or otherwise challenge the acquisition in a court of competent jurisdiction. If the notice is given after the expiration of the applicable redemptive period, the notice shall constitute a notice of sale, and the sending of the notice shall constitute service of the notice of sale under Article VII, Section 25 of the Constitution of Louisiana.

SECTION 5: In accordance with La.R.S. 47:2236(E), if the property is not redeemed within said time limits, this Ordinance shall become operative and the Parish of Grant shall acquire full ownership of the property, subject only to such rights as determined by a final judgment rendered in an action filed within the time limits set forth above.

SECTION 6: In accordance with La.R.S. 47:2236(E), the Parish of Grant shall file a notice in the conveyance records indicating that it has acquired full ownership of the property in compliance with the Statute.

SECTION 7: In accordance with La.R.S. 47:2236(F), contemporaneously or subsequent to the filing of the notice required by the above Section, the Parish may file into the mortgage records the completed affidavit called for by La.R.S. 47:2236(F).

SECTION 8: In accordance with La.R.S. 47:2236(G), the filing of the above-referenced affidavit with the recorder of mortgages 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.

SECTION 9: In accordance with La.R.S. 47:2236(H), upon filing 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 La.R.S. 47:2236(G), only insofar as they affect the property.

SECTION 10: If any provision or item of this Ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this Ordinance which can be given effect without the invalid provisions, items or applications and to this end the provisions of this Ordinance are hereby declared severable.

SECTION 11: All Ordinances or Resolutions, or parts thereof, in conflict herewith are hereby repealed.

SECTION 12: This Ordinance shall take effect upon adoption.

APPROVED AND ADOPTED on this ___ day of _____, 2022, by the vote of:

YAYS:

NAYS:

ABSENT:

Jessie Pace
Parish Manager/Secretary-Treasurer
Grant Parish Police Jury

Don Arnold
President
Grant Parish Police Jury

CERTIFICATE

I, Jessie Pace, Parish Manager/Secretary-Treasurer of the Grant Parish Police Jury, do hereby certify the forgoing is a true and correct copy of an Ordinance adopted by the said Police Jury in regular session on the ___ day of ___, 2022, at a quorum.

Jessie Pace
Parish Manager/Secretary-Treasurer
Grant Parish Police Jury

Deputy Coroner Cade Fletcher spoke to the jury regarding the need for a new mortuary cooler for the Coroner's Office.

Motion by Mr. Mark Ball, seconded by Mr. Cephas Bowie, Jr. to purchase a mortuary cooler for the Coroner's Office from LATCF funds. Motion carried.

Mr. Cephas Bowie, Jr. discussed allocating remaining funds from ARPA and LATCF to capital improvement funds for each district. It was decided that remaining ARPA funds would be allocated, but LATCF funds would remain available for the time being.

Motion by Mr. Cephas Bowie, Jr., seconded by Mr. Mark Ball to allocate the remaining ARPA funds to be divided equally between each district's capital improvement fund. Motion carried.

Motion by Mr. Cephas Bowie, Jr., seconded by Mr. Brandon DuBois to appoint Mrs. Dorothy Glover Peters to the Grant Parish Library Board replacing Mrs. Edwina Ricks. Motion carried.

Motion by Mr. Johnny Jamison, seconded by Mr. Brandon DuBois to enter into a cooperative endeavor agreement with Louisiana Department of Veterans Affairs from January 1, 2023 through December 31, 2023. Motion carried.



COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
GRANT PARISH POLICE JURY
AND
LOUISIANA DEPARTMENT OF VETERANS AFFAIRS

THIS COOPERATIVE AGREEMENT is made and entered into on Jan. 1, 2023 by and between Grant Parish Police Jury, hereafter referred to as Parish/Municipality, a political subdivision of the State of Louisiana represented by Donald Arnold, President, and the Louisiana Department of Veterans Affairs (hereafter referred to as LDVA), a state agency within the Executive Branch of the State of Louisiana represented by its Secretary, Joey Strickland.

ARTICLE I

WHEREAS, Louisiana Revised Statutes, including but not limited to La R.S. 29:260-262, as amended and reenacted, specifically provide enabling legislation for LDVA to estimate and recover part of the operations cost of parish Veterans' Service Offices. Specifically, La. R.S. 29:260-262 provides that LDVA shall not contribute more than seventy-five percent (75%) for the operation and maintenance of such parish Veterans' Service Offices; that police juries and municipal governing authorities may make appropriations out of funds for the purpose of providing or assisting in providing for the maintenance and operation of Veterans' Service Offices established by LDVA; that police juries and municipal governing authorities shall provide office space for the operation of Veterans' Service Offices established by LDVA pursuant to law; and the cost of providing such office space shall not be considered as any payment or contribution required toward the expense of operation and maintenance of such Veterans' Service Office space.

ARTICLE II

WHEREAS, Parish/Municipality desires to support local veterans and improve their access to benefits and services by providing for both the cost to maintain and operate Veterans' Service Offices and space to house such service offices as provided by law.

B. Obligations of Parish/Municipality

1. Parish/Municipality shall provide office space for the Veterans' Service Office that offers a safe location for LDVA employees and clients, space for private client interviews, secure storage of client files, and accessibility for disabled visitors. Said space shall be located at 200 Main Street, Colfax, LA 71417.
2. Parish/Municipality shall provide for all utilities, as well as 27.85% of phone and internet service costs, as part of its obligation to provide space for the Veterans' Service Office.
3. Parish/Municipality shall provide funding to LDVA in the amount described herein to support the cost to operate and maintain the Veterans' Service Office.

II. FUNDING AND REPORTING

A. Compensation and Disbursement

1. Parish/Municipality shall contribute to the support of the Veterans' Service Office by paying LDVA a total of \$1,211.00 in minimum monthly payments of \$101.00.
2. Parish/Municipality shall make payments by check or electronic means only, payable to LDVA. Prior to making the first payment, Parish/Municipality shall select its preferred method and communicate the choice to LDVA.

B. Reporting

1. Upon request, LDVA shall provide an operations report on the number of veteran contacts and claims processed that period.
2. LDVA shall also include within that report any additional information that might assist in communicating and demonstrating the positive impact to the community of the services provided by LDVA.

C. Invoicing

1. LDVA shall submit to Parish/Municipality an invoice for the payment described herein on a quarterly basis.
2. Parish/Municipality may pay monthly, and shall pay LDVA the full sum of the invoiced amount no later than 30 days after receipt of this invoice.

B. 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 hereto arising out of this Agreement.

C. LDVA is responsible for any and all insurance or other liability requirements related to the operations or activities associated with this agreement. LDVA will ensure that it has insurance coverage for any general liability claims occurring at the premise provided by the Parish as well as insurance coverage for any LDVA contents located at the premise provided by the Parish. In addition, LDVA agrees that all insurance policies required by the agreement will be primary, will include a waiver of subrogation in favor of the Parish as to workers' compensation claims, and will identify the Parish as an additional insured.

VIII. SEVERABILITY

A. If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, 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 Agreement shall be valid and be enforced to the fullest extent of the law.

IX. NOTICES

A. Legal notices to the parties shall be mailed to the following persons and addresses via certified United States mail, to wit:

ARTICLE III

WHEREAS, LDVA, whose physical office is located at 602 N. Fifth Street, Baton Rouge, Louisiana, 70802, and whose official mailing address is P.O. Box 94095 Capitol Station, Baton Rouge, Louisiana, 70804-9095, received funds in Fiscal Year 2023 to provide such services to veterans in Parish/Municipality.

ARTICLE IV

WHEREAS, both LDVA and Parish/Municipality desire to memorialize their respective fiscal, operational, and maintenance obligations relative to the establishment of a Veterans' Service Office in Parish/Municipality,

NOW THEREFORE, LDVA and Parish/Municipality, each having authority to do so, agree as follows:

I. OBLIGATIONS OF THE PARTIES.

A. Obligations of LDVA

1. LDVA shall provide information to veterans residing in or near Parish/Municipality and their dependents through various outlets including but not limited to the news media, internet, reading materials, and personal consultation about benefits to which they are entitled, including medical services, compensation and pension programs, education, home loan guarantees, employment, benefits for patients in a nursing home, insurance benefits, referrals to housing and mental health providers, and last interment benefits.
2. LDVA shall provide a highly trained Veterans Assistance Counselor at said service office.
3. LDVA shall make every reasonable effort to ensure that the designated Veterans' Service Office is staffed one (1) days per week on the following days, to wit: the fourth Wednesday of the month, excluding applicable holidays, training periods, inclement weather closures, etc. LDVA will endeavor to update the parish or municipality of any office closure that may occur, should the need arise.
4. LDVA shall designate a contract monitor to ensure that the parties meet their obligations described herein and identify said person, along with their mailing address, email address, and phone number to Parish/Municipality.

III. TERM

A. This Cooperative Endeavor Agreement shall be in effect from January 1, 2023, to December 31, 2023.

IV. TERMINATION

A. Parish/Municipality may terminate this Agreement at any time during the term of the Agreement by giving the Contractor written notice of its intention to terminate at least thirty (30) days before the intended date of termination. The Parish/Municipality must provide the reason for termination and reason why it cannot comply with the Louisiana Revised Statutes referenced above. Upon termination by the Parish/Municipality or the failure of Parish/Municipality to meet its obligations defined herein, LDVA may close the Veterans Service Office operated in Parish/Municipality.

V. CONTROLLING LAW

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

VI. LEGAL COMPLIANCE

A. LDVA and Parish/Municipality shall comply with all federal, state, and local laws and regulations, including, specifically, but without limitation, the Louisiana Code of Governmental Ethics (R.S. 42:1101, *et seq.*), in carrying out the provisions of this Agreement.

VII. PUBLIC LIABILITY/INDEMNIFICATION

A. LDVA will indemnify, defend, and hold harmless Parish, including Parish's employees and agents, from and against any and all claims or liabilities arising from the fault of LDVA, its employees, or agents in carrying out LDVA'S duties and obligations under the terms of this agreement. The Parish will indemnify, defend, and hold harmless LDVA, including LDVA'S employees, delegates, agents, and representatives from and against any and all claims or liabilities arising from the fault of Parish, its employees, or agents in carrying out the Parish's duties and obligations under the terms of this agreement. This section will survive the termination of this agreement. In the event that either party takes any action to enforce this mutual indemnity provision, the prevailing party shall be entitled to recover reasonable attorney's fees and costs arising as a result thereof.

Motion by Mr. Cephas Bowie, Jr., seconded by Mr. Mark Ball to approve merit based pay increases on supervisors' recommendations to be effective January 1, 2023. Motion carried.

Motion by Mr. Brandon DuBois, seconded by Mr. Winston Roberts to introduce Ordinance 09-2022; Declaring Certain Vehicles and Equipment as Surplus. Motion carried.

ORDINANCE NO. 09-2022

DECLARING CERTAIN VEHICLES AND EQUIPMENT AS SURPLUS

WHEREAS, it has been determined that the property described is no longer needed for the public purposes of the Grant Parish Police Jury, and

WHEREAS, it is the desire of the Grant Parish Police Jury to comply with Louisiana state law regarding the disposition of the surplus property, and

WHEREAS, the value of any item of said movable property does not exceed \$5,000.00, and

NOW THEREFORE BE IT ORDAINED by the Grant Parish Police Jury in regular session convened that the movable property described in attached Exhibit A is hereby declared not needed for public use and therefore surplus, and

BE IT FURTHER ORDAINED that said surplus property be disposed of pursuant to Louisiana Revised Statute 33:4712, and that should no bids be received on any item of surplus property, the items are to be sold as scrap, and

BE IT FURTHER ORDAINED that if any provision of this ordinance shall be held to be invalid, such invalidity shall not affect 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.

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

YEAS: ____ NAYS: ____ ABSENT: ____

AND THIS ORDINANCE WAS ADOPTED ON THIS ____ DAY OF _____, 2023.

Jessie Pace
Secretary-Treasurer
Grant Parish Police Jury

Don Arnold
President
Grant Parish Police Jury

CERTIFICATE

I, Jessie Pace, Secretary/Treasurer of the Grant Parish Police Jury, do hereby certify the forgoing is a true and correct copy of an Ordinance adopted by the said Police Jury in a regular session on the ____ day of _____, 2023, at which a quorum was present.

Jessie Pace
Secretary/Treasurer
Grant Parish Police Jury

Surplus Equipment:

- Unit 9 - 2001 Dodge Ram 1500 VIN#SB7HF13Y01G806748
- Unit 12 - 2008 Chevrolet Truck - VIN#1GBHC29K28E180966
- Unit 10 - Pothole Patcher SN 1086 - Cody is going to bring this one up to the jurors to see if they want to try to fix it or replace it
- Unit 53 – 2000 Mack Dump Truck – VIN# 1M2P267Y1YM049439
- Unit 54- 1997 Mack Dump Truck – VIN# 1M2AA13YVW079319
- Unit 64 - Ingram Wobble Wheel Roller 67883P M: 9028P

No Unit #:

- Tiger Boom Ditcher - BD 129-5HP
- Tiger Boom Ditcher No24-11844
- Ditch Witch with Backhoe attachment - unable to find Serial #
- 2 Sewer pump
- 2 smaller sewer pumps
- 4 valves for sewer
- Large generator SN 910572
- Commercial gas stove & oven SN 03459146
- 2 control panels for generator

Mr. Cody Gongre, Grant Parish Roads Superintendent, gave an update on the Landfill and Roads departments.

Motion by Mr. Brandon DuBois, seconded by Mr. Johnny Jamison to amend the agenda to include motion to purchase 2 bushhog tractors on state contract from Kubota and motion to purchase new dump trucks on state contract or advertise and request bids if price exceeds state contract policies. Motion carried.

Motion by Mr. Brandon DuBois, seconded by Mr. Johnny Jamison to purchase 2 bushhog tractors on state contract from Kubota. Motion carried.

Motion by Mr. Brandon DuBois, seconded by Mr. Johnny Jamison to purchase new dump trucks on state contract or advertise and request bids if price exceeds state contract policies. Motion carried.

Motion by Mr. Brandon DuBois, seconded by Mr. Arnold Murrell to pay bills as funds are available. Motion carried.

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