

Colfax, LA  
December 9, 2021

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 9, 2021 at 5:00 p.m.

The following members were present:

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

The following members were absent:

none

Motion by Mr. Mark Ball, seconded by Mr. Winston Roberts to open the public hearing to receive any opinions on the 2022 Budget. Motion carried.

Motion by Mr. Mark Ball, seconded by Mr. Brandon DuBois to adjourn the public hearing on the 2022 Budget and enter into regular session. Motion carried.

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

Motion by Mr. Mark Ball, seconded by Mr. Winston Roberts to adopt Resolution 29-2021; Proposed Budget for Year 2022. Motion carried.

**RESOLUTION: 29-2021  
PROPOSED BUDGET FOR THE 2022 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 9<sup>th</sup> day of December, 2021.

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

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

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

NAYS: None

ABSENT: None

**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 9<sup>th</sup> day of December, 2021.

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

Motion by Mr. Johnny Jamison, seconded by Mr. Brandon DuBois to adopt Resolution 30-2021; Amended Operating Budget for Year 2021. Motion carried.

**RESOLUTION: 30-2021  
AMENDED BUDGET FOR THE YEAR ENDED DECEMBER 31, 2021**

**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, 2021**

**THUS DONE AND SIGNED**, this 9<sup>th</sup> day of December, 2021.

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

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

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

NAYS: None

ABSENT: None

**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 9<sup>th</sup> day of December, 2021.

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

Motion by Mr. Brandon DuBois, seconded by Mr. David Merrell to open for Public Auction of Adjudicated Property: Ordinance 06-2021; TBD Allen Street, Dry Prong, Louisiana 71423 for the amount of \$796.98 to B22 Sports Complex. Motion carried.

EXHIBIT I: Sale of Adjudicated Property

**ORDINANCE 06-2021**

**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, situated in the Parish of Grant, State of Louisiana, and being more particularly described as follows to-wit:

That certain piece

Further described on the Grant Parish tax roll as Lot 87.5 x 170 ft in SW of SW, Sec. 13-7-2 West.

Municipal address: TBD Allen Street Dry Prong, Louisiana 71423

TO: B22 SPORTS COMPLEX

FOR THE

CONSIDERATION OF \$796.98 CASH

WHEREAS, The Parish of Grant owns the 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, situated in the Parish of Grant, State of Louisiana, and being more particularly described as follows to-wit:

That certain tract of land situated in the Southwest Quarter of the Southwest Quarter (SW ¼ of SW ¼) of Section Thirteen (13), Township Seven (7) North, Range Two (2) West, Grant Parish, Louisiana, described as beginning at a point where the Southwest Corner (SW Cor.) of property of Mrs. Lucy Fuller joins Grant Parish School Board property and running along the school board property line approximately 170 feet to Allen Street, thence in a northerly direction along Allen Street approximately 87 ½ feet, thence Easterly approximately 170 feet to the Fuller property line, Thence Southerly along the Fuller property line approximately 87 ½ feet back to the point of beginning, this being the same property described in a deed from Sam J. Johnson to Grady Honeycutt as per Conveyance Book 203, page 603 and from Junior W. Honeycutt, et al to Monroe Franlin Arender as per Conveyance Book 208 page 459, Records of Grant Parish, Louisiana.

Further described on the Grant Parish tax roll as Lot 87.5 x 170 ft in SW of SW, Sec. 13-7-2 West.

Municipal address: TBD Allen Street Dry Prong, Louisiana 71423

WHEREAS, a request has been received from B22 SPORTS COMPLEX, to purchase said property for the consideration of \$796.98 cash, at the time of sale, said consideration representing the total of the statutory impositions, governmental liens, and costs of sale or (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 B22 SPORTS COMPLEX, 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, situated in the Parish of Grant, State of Louisiana, and being more particularly described as follows to-wit:

That certain tract of land situated in the Southwest Quarter of the Southwest Quarter (SW ¼ of SW ¼) of Section Thirteen (13), Township Seven (7) North, Range Two (2) West, Grant Parish, Louisiana, described as beginning at a point where the Southwest Corner (SW Cor.) of property of Mrs. Lucy Fuller joins Grant Parish School Board property and running along the school board property line approximately 170 feet to Allen Street, thence in a northerly direction along Allen Street approximately 87 ½ feet, thence Easterly approximately 170 feet to the Fuller property line, Thence Southerly along the Fuller property line approximately 87 ½ feet back to the point of beginning, this being the same property described in a deed from Sam J. Johnson to Grady Honeycutt as per Conveyance Book 203, page 603 and from Junior W. Honeycutt, et al to Monroe Franlin Arender as per Conveyance Book 208 page 459, Records of Grant Parish, Louisiana.

Further described on the Grant Parish tax roll as Lot 87.5 x 170 ft in SW of SW, Sec. 13-7-2 West.

Municipal address: TBD Allen Street Dry Prong, Louisiana 71423

Grant Parish, Louisiana, 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 filed a request for notice as indicated in those records and has so examined:

The mortgages and conveyance records of Grant Parish

The current telephone book,

Any other examination resources, including Internet search engines, if any, the records of 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 indica of compliance with the notice requirements;

Section 4. The acquiring person shall send written notice notifying any tax sale party whose interest the successful bidder or done 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 the Subsection, if five years have elapsed from the filing of the tax sale certificate (formerly "process verbal"), or six months after the date of the notice provided for in the Subsection, if five years have not elapsed since the filing of the tax sale certificate (formerly "process 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:

Sixty days, for property on which a tax sale certificate (formerly "process verbal") was filed over five years previous of the first publication, or six months if the tax sale certificate (formerly "process verbal") was filed less than five years before the first publication of the notice provided for in this Subsection.

The filing of the sale or donation transferring the property.

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 Dry Prong 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 sold 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.

THUS PASSED, APPROVED AND ADOPTED on this 14<sup>TH</sup> day October, 2021

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

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

Motion by Mr. Brandon DuBois, seconded by Mr. Johnny Jamison to open for Public Auction of Adjudicated Property: Ordinance 07-2021; TBD Parker Road, Montgomery, Louisiana 71454 for the amount of \$1,029.65 to Sean Miller. Motion carried.

EXHIBIT I: Sale of Adjudicated Property  
**ORDINANCE 07-2021**  
**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, situated in the Parish of Grant, State of Louisiana, and being more particularly described as follows to-wit:

Commence at the Northwest Corner (NWC) of Vendors property being the intersection of Parker Road and La. Highway 1240 and on the South side of said intersection from a point of beginning; thence from said point run in an Easterly direction along South right-of-way of Parker Road for a distance of 210 feet; thence South for 105 feet; thence in a Westerly direction parallel with Parker Road for 210 feet to the Eastern right-of-way of La. Highway 1240; thence North along the right-of-way of La. Highway 1240 for 105 feet back to the beginning this being the South Quarter (S<sup>1</sup>/<sub>4</sub>) of the Northeast Quarter (NE<sup>1</sup>/<sub>4</sub>) of the Southeast Quarter (SE<sup>1</sup>/<sub>4</sub>), Section 21, Township 8 North, Range 4 West, Grant Parish, Louisiana, being one-half (1/2) acre more or less.

Municipal address: TBD Parker Road, Montgomery, Louisiana 71454

TO: TRACY SEAN MILLER  
FOR THE

CONSIDERATION OF \$1,029.65 CASH

WHEREAS, The Parish of Grant owns the 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, situated in the Parish of Grant, State of Louisiana, and being more particularly described as follows to-wit:

Commence at the Northwest Corner (NWC) of Vendors property being the intersection of Parker Road and La. Highway 1240 and on the South side of said intersection from a point of beginning; thence from said point run in an Easterly direction along South right-of-way of Parker Road for a distance of 210 feet; thence South for 105 feet; thence in a Westerly direction parallel with Parker Road for 210 feet to the Eastern right-of-way of La. Highway 1240; thence North along the right-of-way of La. Highway 1240 for 105 feet back to the beginning this being the South Quarter (S<sup>1</sup>/<sub>4</sub>) of the Northeast Quarter (NE<sup>1</sup>/<sub>4</sub>) of the Southeast Quarter (SE<sup>1</sup>/<sub>4</sub>), Section 21, Township 8 North, Range 4 West, Grant Parish, Louisiana, being one-half (1/2) acre more or less.

Municipal address: TBD Parker Road, Montgomery, Louisiana 71454

WHEREAS, a request has been received from Tracy Sean Miller, to purchase said property for the consideration of \$1,029.65 cash, at the time of sale, said consideration representing the total of the statutory impositions, governmental liens, and costs of sale or (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 Tracy Sean Miller, 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, situated in the Parish of Grant, State of Louisiana, and being more particularly described as follows to-wit:

Commence at the Northwest Corner (NWC) of Vendors property being the intersection of Parker Road and La. Highway 1240 and on the South side of said intersection from a point of beginning; thence from said point run in an Easterly direction along South right-of-way of Parker Road for a distance of 210 feet; thence South for 105 feet; thence in a Westerly direction parallel with Parker Road for 210 feet to the Eastern right-of-way of La. Highway 1240; thence North along the right-of-way of La. Highway 1240 for 105 feet back to the beginning this being the South Quarter (S<sup>1</sup>/<sub>4</sub>) of the Northeast Quarter (NE<sup>1</sup>/<sub>4</sub>) of the Southeast Quarter (SE<sup>1</sup>/<sub>4</sub>), Section 21, Township 8 North, Range 4 West, Grant Parish, Louisiana, being one-half (1/2) acre more or less.

Municipal address: TBD Parker Road, Montgomery, Louisiana 71454

Grant Parish, Louisiana, 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 filed a request for notice as indicated in those records and has so examined:

- The mortgages and conveyance records of Grant Parish
- The current telephone book,
- Any other examination resources, including Internet search engines, if any, the records of 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 indica of compliance with the notice requirements;

Section 4. The acquiring person shall send written notice notifying any tax sale party whose interest the successful bidder or done 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 sate of the notice provided in the Subsection, if fives years have elapsed from the filing of the tax sale certificate (formerly "process verbal"), or six months after the date of the notice provided for in the Subsection, if five years have not elapsed since the filing of the tax sale certificate (formerly "process 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 month 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 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.

THUS PASSED, APPROVED AND ADOPTED on this 14<sup>th</sup> day October, 2021

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

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

Motion by Mr. Mark Ball, seconded by Mr. Johnny Jamison to open for Public Auction of Adjudicated Property: Ordinance 08-2021; 213 Dyson Road, Montgomery, Louisiana 71454 for the amount of \$12,666.66 to Melissa Greenzweig. Motion carried.

EXHIBIT I: Sale of Adjudicated Property  
**ORDINANCE 08-2021**  
**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, situated in the Parish of Grant, State of Louisiana, and being more particularly described as follows to-wit:

Commence at an angle iron at the Southwest corner of Lot 5 of the Eva Christy Lewis Partition situated in Sections 83 and 86, T7N-R5W, thence bear South 89 degrees 24 minutes East for 1039.3 feet to an iron. Said iron is henceforth referred to as the point of beginning.

Thence from the point of beginning continue North 89 degrees 24 minutes East for 254.0 feet, thence bear North 7 degrees 35 minutes West for 381.3 feet, thence bear along the centerline of a parish asphalt road South 70 degrees 52 minutes West for 115.7 feet, and South 78 degrees 04 minutes West for 139.5 feet, thence bear South 7 degrees 38 minutes East for 316.7 feet back to the point of beginning.

The forementioned closed traverse contains 2.0 acres and is a part of Lot 5 of the Eva Christy Lewis Partition situated in Sections 83 and 86, T7N-R5W, Grant Parish, Louisiana. It is shown on plat of survey by Stephen Barrett Gremillion dated May 30, 1983 and recorded at Reg. # 93355, Plat Bk. 1, Page 170, records of Grant Parish, Louisiana.

Municipal Address: 213 Dyson Road, Montgomery, Louisiana 71454

TO: MELISSA GREENZWEIG  
FOR THE

CONSIDERATION OF \$12,666.67 CASH

WHEREAS, The Parish of Grant owns the 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, situated in the Parish of Grant, State of Louisiana, and being more particularly described as follows to-wit:

Commence at an angle iron at the Southwest corner of Lot 5 of the Eva Christy Lewis Partition situated in Sections 83 and 86, T7N-R5W, thence bear South 89 degrees 24 minutes East for 1039.3 feet to an iron. Said iron is henceforth referred to as the point of beginning.

Thence from the point of beginning continue North 89 degrees 24 minutes East for 254.0 feet, thence bear North 7 degrees 35 minutes West for 381.3 feet, thence bear along the centerline of a parish asphalt road South 70 degrees 52 minutes West for 115.7 feet, and South 78 degrees 04 minutes West for 139.5 feet, thence bear South 7 degrees 38 minutes East for 316.7 feet back to the point of beginning.

The forementioned closed traverse contains 2.0 acres and is a part of Lot 5 of the Eva Christy Lewis Partition situated in Sections 83 and 86, T7N-R5W, Grant Parish, Louisiana. It is shown on plat of survey by Stephen Barrett Gremillion dated May 30, 1983 and recorded at Reg. # 93355, Plat Bk. 1, Page 170, records of Grant Parish, Louisiana.

Municipal Address: 213 Dyson Road, Montgomery, Louisiana 71454

WHEREAS, a request has been received from Melissa Greenzweig, to purchase said property for the consideration of \$12,666.67 cash, at the time of sale, said consideration representing the total of the statutory impositions, governmental liens, and costs of sale or (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 Tracy Sean Miller, 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, situated in the Parish of Grant, State of Louisiana, and being more particularly described as follows to-wit:

Commence at an angle iron at the Southwest corner of Lot 5 of the Eva Christy Lewis Partition situated in Sections 83 and 86, T7N-R5W, thence bear South 89 degrees 24 minutes East for 1039.3 feet to an iron. Said iron is henceforth referred to as the point of beginning.

Thence from the point of beginning continue North 89 degrees 24 minutes East for 254.0 feet, thence bear North 7 degrees 35 minutes West for 381.3 feet, thence bear along the centerline of a parish asphalt road South 70 degrees 52 minutes West for 115.7 feet, and South 78 degrees 04 minutes West for 139.5 feet, thence bear South 7 degrees 38 minutes East for 316.7 feet back to the point of beginning.

The forementioned closed traverse contains 2.0 acres and is a part of Lot 5 of the Eva Christy Lewis Partition situated in Sections 83 and 86, T7N-R5W, Grant Parish, Louisiana. It is shown on plat of survey by Stephen Barrett Gremillion dated May 30, 1983 and recorded at Reg. # 93355, Plat Bk. 1, Page 170, records of Grant Parish, Louisiana.

Municipal Address: 213 Dyson Road, Montgomery, Louisiana 71454  
Grant Parish, Louisiana, 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 filed a request for notice as indicated in those records and has so examined:

- The mortgages and conveyance records of Grant Parish
- The current telephone book,
- Any other examination resources, including Internet search engines, if any, the records of 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 indica of compliance with the notice requirements;

Section 4. The acquiring person shall send 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 sate of the notice provided in the Subsection, if fives years have elapsed from the filing of the tax sale certificate (formerly "process verbal"), or six months after the date of the notice provided for in the Subsection, if five years have not elapsed since the filing of the tax sale certificate (formerly "process 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:

(d) 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 month 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.

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

(f) 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 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.

THUS PASSED, APPROVED AND ADOPTED on this 14<sup>th</sup> day October, 2021

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

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

Mr. Jeff Pogue, Acadian Ambulance Operations Manager, gave the monthly call report for the parish.

Mr. William Jarrell of Morgan Goudeau and Associates was not able to attend the meeting but sent an email updating the jury on the progress of the South Grant Sewer Project.

Motion by Mr. Mark Ball, seconded by Mr. Winston Roberts to open the agenda to public comments on agenda items. Motion carried.

Motion by Mr. Cephas Bowie Jr., seconded by Mr. David Merrell to Honor the Resignation of James D. Davis from the Grant Parish Port Commission as of December 31, 2021. Motion carried.

Motion by Brandon DuBois, seconded by Mr. Johnny Jamison to Honor the Resignation of Rita B. Roberts from the Grant Parish Police Jury. Motion carried.

Motion by Mr. Winston Roberts, seconded by Mr. Arnold Murrell to enter into a Cooperative Agreement between the Grant Parish Police Jury and GOHSEP to utilize the administrative services of Hunt, Guillot and Associates for DR-4559 Hurricane Laura – Hazard mitigation grant counseling at no cost to the Parish and to authorize the President to sign any necessary documents. Motion carried.

Motion by Mr. Arnold Murrell, seconded by Mr. Brandon DuBois to introduce Ordinance 09-2021; To Declare the Malapportionment Status of the Current District Plan According to the 2020 Census. Motion carried.

Motion by Mr. Cephas Bowie Jr., seconded by Mr. Johnny Jamison to amend the agenda to include Resolution 31-2021; Endorsement and Support of Louisiana Development Ready Communities Program. Motion carried.

Motion by Cephas Bowie Jr., seconded by Mr. Brandon DuBois to approve Resolution 31-2021; Endorsement and Support of Louisiana Development Ready Communities Program. Motion carried.

#### **RESOLUTION: 31-2021**

##### **ENDORSEMENT AND SUPPORT OF LOUISIANA DEVELOPMENT READY COMMUNITIES PROGRAM**

**WHEREAS**, The Louisiana Development Ready Communities Program, a strategic effort by Louisiana Economic Development to assist all of Louisiana's communities to become more competitive in today's global economy, is a community assessment, strategic planning, leadership development and marketing planning process for cities, towns, and villages; and

**WHEREAS**, the Program's requirements provide for involvement of individuals from both public and private sectors of the community including: elected and appointed municipal officials, municipal employees, community leaders and citizens; and

**WHEREAS**, implementation and achievement of the community's vision, objectives and strategies, and measurement of that achievement, are the major goals of the program. LED's objectives are: 1) to provide a comprehensive and straight-forward assessment of community and economic development practices and activities; 2) to provide training, coaching, and external resources to Communities; 3) to establish a repeatable process by the lessons learned, success stories and testimonials in this Programs; and 4) to ultimately develop more



marketable communities and diversified economies through a systemic approach to community and economic development in the State of Louisiana; and

**WHEREAS**, Grant Parish Police Jury will receive a status report during the planning process and presentation of the draft strategic plan developed by our community resulting from the Louisiana Development Ready Communities Program for consideration, to give feedback, and any further action deemed appropriate at those times.

**NOW, THEREFORE, BE IT RESOLVED THAT THE GRANT PARISH POLICE JURY**, endorses and supports the LED's Louisiana Development Ready Communities Program and its work plan and authorizes the Parish Manager and employees to cooperate with and participate in the community assessment and strategic planning activities, and further, the citizens of Grant Parish are urged to support this effort.

Passed, approved and adopted this 9<sup>th</sup> day of December, 2021.

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

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

**C E R T I F I C A T E**

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 9<sup>th</sup>, 2021.

(s) Jessie Pace  
Jessie Pace, Secretary/Treasurer

Motion by Mr. Cephas Bowie Jr., seconded by Mr. Johnny Jamison to approve merit-based raises on Supervisors' recommendations to be effective January 1, 2022. Motion carried.

Motion by Mr. Winston Roberts, seconded by Mr. Arnold Murrell to approve Pan American Engineers, LLC as the Parish Engineers effective 1/1/2022. Motion carried.

Mr. Cody Gongre Grant Parish Roads Superintendent updated the Jury on progress and projects for the Roads/Landfill Departments.

The Police Jury decided to move all Bank of Montgomery accounts to Colfax Bank due to cyber-attacks.

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

Motion by Mr. Brandon DuBois, seconded by Mr. Mr. Johnny Jamison to adjourn. Motion carried.