

## RAPIDES PARISH POLICE JURY

### REGULAR SESSION

APRIL 13, 2015

The Police Jury of the Parish of Rapides, State of Louisiana, met in Regular Session at its regular meeting place, the Police Jury Room of the Parish Courthouse, 701 Murray Street, Alexandria, Louisiana, on Monday, April 13, 2015, at three (3:00) o'clock p.m. (Central Standard Time).

There were present: Richard Billings, President, Craig Smith, Vice President, and Police Jurors; Davron "Bubba" Moreau, Joe Bishop, Richard Vanderlick, Oliver "Ollie" Overton, Jr., Sean McGlothlin and Scott Perry, Jr.

Absent was Theodore Fountaine, Jr.

Also present were Mr. Bruce Kelly, Treasurer; Mr. Dennis Woodward, Public Works Director; Ms. Elaine Morace, WIA Operations Director; Mr. Shane Trapp, Courthouse Building Superintendent; Ms. Linda Sanders, Civil Service Director; Mr. Thomas O. Wells, Legal Counsel and Ms. Laurel Smith, Secretary.

The invocation was given by Mr. Scott Perry.

The Pledge of Allegiance was led by Mr. Bubba Moreau.

The Police Jury of the Parish of Rapides, State of Louisiana, was duly convened as the governing authority of said Parish by Hon. Richard Billings, President, who welcomed all present and then stated that the Police Jury was ready for the first item of business.

The President asked if there was any public comment on any agenda item, to which there was no response.

On motion by Mr. Bubba Moreau, seconded by Mr. Sean McGlothlin, to adopt the minutes of the Rapides Parish Police Jury held in Regular Session on March 9, 2015 and in Special Session March 17, 2015, as published in the Official Journal. On vote the motion carried.

On motion by Mr. Bubba Moreau, seconded by Mr. Craig Smith, that approved bills be paid. On vote the motion carried.

On motion by Mr. Bubba Moreau, seconded by Mr. Scott Perry, to accept the Treasurer's Report. On vote the motion carried.

Mr. Richard Billings recognized Mr. Matt Parker, Candidate for Insurance Commissioner.

Mr. Matt Parker requested the support of the Police Jury in his candidacy for Insurance Commissioner.

The next item on the agenda was to recognize Ms. Tommie Seaton for a brief update on U.S. Senator Bill Cassidy locating a local office in Rapides Parish.

REGULAR JURY MEETING  
APRIL 13, 2015

Ms. Tommie Seaton stated that U.S. Senator Bill Cassidy was going to locate an office here in Rapides Parish in the near future.

The next item on the agenda was to recognize and present plaques to Alexandria Senior High School Boys and Girls Powerlifting Team for winning 5-A State and National Champions.

Mr. Sean McGlothlin, Mr. Ollie Overton and Mr. Richard Vanderlick presented plaques to the Alexandria Senior High School Boys and Girls Powerlifting Team.

The next item on the agenda was to recognize and present a plaque to Coach Larry Cordaro from LSUA.

Mr. Sean McGlothlin and Mr. Ollie Overton presented Mr. Larry Cordaro a plaque. Mr. Cordaro introduced Chancellor Dan Howard from LSUA and Assistant Chancellor Barbara Hatfield.

The next item on the agenda was to recognize Dr. David Holcombe, Regional Medical Administrator for the Health Unit.

Dr. David Holcombe stated there was a need in changing the job description and salary of a Parish provided WIC employee, the Nutrition Educator. He gave a brief description of their qualifications and requirements and asked that a motion be placed on the May agenda.

On motion by Mr. Scott Perry, seconded by Mr. Richard Vanderlick, to reset the following condemnation public hearing for a later date, due to the Sheriff's Office not being able to serve the landowner and appoint a Curator to represent the absent defendants.

Open a public hearing on proposed condemnation of the following property in accordance with the Rapides Parish Code of Ordinances Section 8-1/4, as authorized by the Rapides Parish Police Jury.

OWNER	LOCATION, DESCRIPTION & SERVICE REPORT
Mr. Gary J. Bernard 5227 Donahue Ferry Rd. Pineville, LA 71360 (March Jury)	Unsafe, unsanitary and dilapidated structure located at 6009 Dublin Road, Alexandria, Louisiana Section 76, T4N-R1W, Ward 8, Rapides Parish

**NOT ABLE TO SERVE LANDOWNER**

On vote the motion carried.

On motion by Mr. Scott Perry, seconded by Mr. Ollie Overton, to reset the following condemnation public hearing for a later date, due to the Sheriff's Office not being able to serve the landowner and appoint a Curator to represent the absent defendants.

Open a public hearing on proposed condemnation of the following property in accordance with the Rapides Parish Code of Ordinances Section 8-1/4, as authorized by the Rapides Parish Police Jury.

OWNER	LOCATION, DESCRIPTION & SERVICE REPORT
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REGULAR JURY MEETING  
APRIL 13, 2015

Mr. Jimmie F. Price                      Unsafe, unsanitary and dilapidated structure located at  
1719 Ulster Street, Alexandria, Louisiana  
Section 76, T4N-R1W, Ward 8, Rapides Parish

(March Jury)

**NOT ABLE TO SERVE LANDOWNER**

On vote the motion carried.

On motion by Mr. Ollie Overton, seconded by Mr. Scott Perry, to hold a public hearing April 13, 2015, on proposed condemnation of the following property in accordance with the Rapides Parish Code of Ordinances Section 8-1/4, as authorized by the Rapides Parish Police Jury (Green card received back 3/27/15).

**OWNER**

Mr. Edward Kimble  
113 Hillsdale Drive.  
Pineville, LA 71360

**LOCATION, DESCRIPTION  
& SERVICE REPORT**

Unsafe, unsanitary and dilapidated  
structure located at 1503 Bayou  
Maria Road, Pineville, Louisiana  
Section 22, T4N-R1E, Ward 9,  
District D, Rapides Parish

Mr. Seth Kimble, brother of Mr. Edward Kimble stated he was working on cleaning up this particular piece of property. Mr. Joe Bishop questioned how much longer he would need to which he replied about 30 days. No public hearing was done.

On motion by Mr. Joe Bishop, seconded by Mr. Scott Perry, to extend the condemnation another thirty (30) days to allow Mr. Seth Kimble to finish cleaning the property. On vote the motion carried.

On motion by Mr. Bubba Moreau, seconded by Mr. Scott Perry, the following ordinance was presented and on vote unanimously adopted:

**ORDINANCE**

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

A certain parcel or lot of ground situated in Rapides Parish, Louisiana, together with all buildings and improvements thereon, being more particularly described as follows:

An unnumbered lot adjacent to Lot 7 (Seven) fronting 100 feet on Creosote Road and running between parallel lines a distance of 100 feet. NOTE: said Lot 7 (Seven) of the Creosote Road Subdivision of Lot 45 of the Leland College Subdivision, Plat Book 7, Page 29, records of Rapides Parish, Louisiana.

Municipal Address of the Property: 3705 Koppers Street, Alexandria, LA  
TO: Dwight Tennie

Authorized agent acting on behalf of Pleasant Green Baptist Church

**FOR THE**

**CONSIDERATION OF \$2,724.66 CASH**

WHEREAS, the City of Alexandria and/or the City of Pineville and/or Parish of Rapides owns property described as:

REGULAR JURY MEETING  
APRIL 13, 2015

A certain parcel or lot of ground situated in Rapides Parish, Louisiana, together with all buildings and improvements thereon, being more particularly described as follows:

An unnumbered lot adjacent to Lot 7 (Seven) fronting 100 feet on Creosote Road and running between parallel lines a distance of 100 feet. NOTE: said Lot 7 (Seven) of the Creosote Road Subdivision of Lot 45 of the Leland College Subdivision, Plat Book 7, Page 29, records of Rapides Parish, Louisiana.

Municipal Address of the Property: 3705 Koppers Street, Alexandria, LA said property having been adjudicated to either of aforementioned Cities and/or the Parish for unpaid property taxes; and

WHEREAS, a request has been received from Dwight Tennie, Authorized agent acting on behalf of Pleasant Green Baptist Church to purchase said property for the consideration of \$2,724.66 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 Dwight Tennie, Authorized agent acting on behalf of Pleasant Green Baptist Church, for the offered consideration.

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

Section 1. A certain parcel or lot of ground situated in Rapides Parish, Louisiana, together with all buildings and improvements thereon, being more particularly described as follows:

An unnumbered lot adjacent to Lot 7 (Seven) fronting 100 feet on Creosote Road and running between parallel lines a distance of 100 feet. NOTE: said Lot 7 (Seven) of the Creosote Road Subdivision of Lot 45 of the Leland College Subdivision, Plat Book 7, Page 29, records of Rapides Parish, Louisiana.

Municipal Address of the Property: 3705 Koppers Street, Alexandria, LA 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 Rapides 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.

REGULAR JURY MEETING  
APRIL 13, 2015

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 Town Talk) 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

REGULAR JURY MEETING  
APRIL 13, 2015

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 Alexandria and/or the City of Pineville and/or the Parish of Rapides 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.

REGULAR JURY MEETING  
APRIL 13, 2015

(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 13th day of April, 2015.

On motion by Mr. Ollie Overton, seconded by Mr. Richard Vanderlick, the following ordinance was presented and on vote unanimously adopted:

ORDINANCE  
AUTHORIZING THE RAPIDES PARISH POLICE JURY TO SELL

A certain piece, parcel or tract of land, together with all buildings and improvements thereon situated, being, lying and situated in Rapides Parish, Louisiana, and being more particularly described as Lots Three (3) and Four (4) of the Creso Subdivision, each lot being 50 ft. y 100 ft. Said lots fronting 50 feet each on Creso Gravel Road.

Municipal Address of the Property: 1319 Koppers Street, Alexandria, LA

TO: Dwight Tennie  
Authorized agent acting on behalf of Pleasant Green Baptist Church  
FOR THE  
CONSIDERATION OF \$3,133.33 CASH

REGULAR JURY MEETING  
APRIL 13, 2015

WHEREAS, the City of Alexandria and/or the City of Pineville and/or Parish of Rapides owns property described as:

A certain piece, parcel or tract of land, together with all buildings and improvements thereon situated, being, lying and situated in Rapides Parish, Louisiana, and being more particularly described as Lots Three (3) and Four (4) of the Creosote Subdivision, each lot being 50 ft. y 100 ft. Said lots fronting 50 feet each on Creosote Gravel Road.

Municipal Address of the Property: 1319 Koppers Street, Alexandria, LA

said property having been adjudicated to either of aforementioned Cities and/or the Parish for unpaid property taxes; and

WHEREAS, a request has been received from Dwight Tennie, Authorized agent acting on behalf of Pleasant Green Baptist Church to purchase said property for the consideration of \$3,133.33 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 Dwight Tennie, Authorized agent acting on behalf of Pleasant Green Baptist Church, for the offered consideration.

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

Section 1. A certain piece, parcel or tract of land, together with all buildings and improvements thereon situated, being, lying and situated in Rapides Parish, Louisiana, and being more particularly described as Lots Three (3) and Four (4) of the Creosote Subdivision, each lot being 50 ft. y 100 ft. Said lots fronting 50 feet each on Creosote Gravel Road.

Municipal Address of the Property: 1319 Koppers Street, Alexandria, LA 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 Rapides 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



REGULAR JURY MEETING  
APRIL 13, 2015

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 Town Talk) 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.

REGULAR JURY MEETING  
APRIL 13, 2015

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 Alexandria and/or the City of Pineville and/or the Parish of Rapides 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.

REGULAR JURY MEETING  
APRIL 13, 2015

- (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 13th day of April, 2015.

On motion by Mr. Ollie Overton, seconded by Mr. Sean McGlothlin, the following ordinance was presented and on vote unanimously adopted:

ORDINANCE  
AUTHORIZING THE RAPIDES PARISH POLICE JURY TO SELL

Those certain parcels or lots of property, together with all buildings and improvements located thereon, and all rights, ways and privileges appertaining thereunto, situated in Rapides Parish, Louisiana and being more particularly described as follows:

Lots 15 and 16 of Bill Valley Subdivision, a re-subdivision of Lot 47 of Leland College Subdivision as per plat of said subdivision recorded in the public records of Rapides Parish, Louisiana.

Municipal Address of the Property: 3707 Milton Alley, Alexandria, LA

TO: Dwight Tennie  
Authorized agent acting on behalf of Pleasant Green Baptist Church

REGULAR JURY MEETING  
APRIL 13, 2015

FOR THE  
CONSIDERATION OF \$2,733.33 CASH

WHEREAS, the City of Alexandria and/or the City of Pineville and/or Parish of Rapides owns property described as:

Those certain parcels or lots of property, together with all buildings and improvements located thereon, and all rights, ways and privileges appertaining thereunto, situated in Rapides Parish, Louisiana and being more particularly described as follows:

Lots 15 and 16 of Bill Valley Subdivision, a re-subdivision of Lot 47 of Leland College Subdivision as per plat of said subdivision recorded in the public records of Rapides Parish, Louisiana.

Municipal Address of the Property: 3707 Milton Alley, Alexandria, LA

said property having been adjudicated to either of aforementioned Cities and/or the Parish for unpaid property taxes; and

WHEREAS, a request has been received from Dwight Tennie, Authorized agent acting on behalf of Pleasant Green Baptist Church to purchase said property for the consideration of \$2,733.33 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 Dwight Tennie, Authorized agent acting on behalf of Pleasant Green Baptist Church, for the offered consideration.

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

Section 1. Those certain parcels or lots of property, together with all buildings and improvements located thereon, and all rights, ways and privileges appertaining thereunto, situated in Rapides Parish, Louisiana and being more particularly described as follows:

Lots 15 and 16 of Bill Valley Subdivision, a re-subdivision of Lot 47 of Leland College Subdivision as per plat of said subdivision recorded in the public records of Rapides Parish, Louisiana.

Municipal Address of the Property: 3707 Milton Alley, Alexandria, LA should be re-entered into the stream of commerce thereby serving the public interest.

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REGULAR JURY MEETING  
APRIL 13, 2015

- the mortgage and conveyance records of Rapides 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 Town Talk) 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

REGULAR JURY MEETING  
APRIL 13, 2015

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 Alexandria and/or the City of Pineville and/or the Parish of Rapides 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

REGULAR JURY MEETING  
APRIL 13, 2015

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 13th day of April, 2015.

On motion by Mr. Ollie Overton, seconded by Mr. Sean McGlothlin, the following ordinance was presented and on vote unanimously adopted:

ORDINANCE  
AUTHORIZING THE RAPIDES PARISH POLICE JURY TO SELL

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

REGULAR JURY MEETING  
APRIL 13, 2015

Tract 1:

Lot Number Eighteen (18) of the Valley Subdivision of Lot Number Forty-Seven (47) of the Leland College Subdivision located in Section Three (3), T-4-N, R-1-W, Rapides Parish, Louisiana, all as shown by plat of survey by Iron Lafargue, Registered Surveyor, and recorded in Plat Book Seven (7), Page fifteen (15) of the records of Rapides Parish, LA. Township 4 North, Range 1 West, as per plat recorded in Plat Book No. Seven (7) Page No. Fifteen (15) of the records of Rapides Parish, Louisiana.

Municipal Address of the Property: 3727 Milton Alley, Alexandria, LA

Tract 2:

Being lying and situated in the P. J. Winston Subdivision (revised) of Lots 48 & 49 of Leland College Subdivision, Rapides Parish, LA, said property being more particularly described as follows:

Begin at a point on Winston Drive, which is common to the dividing line between Lot Three (3) and Lot Five (5) of revised P. J. Winston Subdivision and from said point of beginning run in a north-westerly direction along the dividing line between Winston Drive and said Lot Five (5) of said subdivision the distance of 50 feet to a point thus establishing the front of the property herein conveyed. From the two points thus established run back between equal and parallel lines, one of which is the dividing line between Lot Three (3) and Lot Five (5) of said P. J. Winston Subdivision (revised) the distance of 75 feet to the rear; said property having a frontage of 50 feet on Winston Drive and extending back therefrom the distance of 75 feet and being part of Lot Five of revised P. J. Winston Subdivision of Lots 48 & 49 of Leland College Subdivision, Rapides Parish, Louisiana as per official plat of said subdivision (Plat Book 12, page 70), duly of record in the plat book records of Rapides Parish, Louisiana.

Municipal Address of the Property: 3725 Winston Street

TO: Dwight Tennie  
Authorized agent acting on behalf of Pleasant Green Baptist Church

FOR THE  
CONSIDERATION OF \$3,000.00 CASH

WHEREAS, the City of Alexandria and/or the City of Pineville and/or Parish of Rapides owns property described as:

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

Tract 1:



REGULAR JURY MEETING  
APRIL 13, 2015

Lot Number Eighteen (18) of the Valley Subdivision of Lot Number Forty-Seven (47) of the Leland College Subdivision located in Section Three (3), T-4-N, R-1-W, Rapides Parish, Louisiana, all as shown by plat of survey by Iron Lafargue, Registered Surveyor, and recorded in Plat Book Seven (7), Page fifteen (15) of the records of Rapides Parish, LA. Township 4 North, Range 1 West, as per plat recorded in Plat Book No. Seven (7) Page No. Fifteen (15) of the records of Rapides Parish, Louisiana.

Municipal Address of the Property: 3727 Milton Alley, Alexandria, LA

Tract 2:

Being lying and situated in the P. J. Winston Subdivision (revised) of Lots 48 & 49 of Leland College Subdivision, Rapides Parish, LA, said property being more particularly described as follows:

Begin at a point on Winston Drive, which is common to the dividing line between Lot Three (3) and Lot Five (5) of revised P. J. Winston Subdivision and from said point of beginning run in a north-westerly direction along the dividing line between Winston Drive and said Lot Five (5) of said subdivision the distance of 50 feet to a point thus establishing the front of the property herein conveyed. From the two points thus established run back between equal and parallel lines, one of which is the dividing line between Lot Three (3) and Lot Five (5) of said P. J. Winston Subdivision (revised) the distance of 75 feet to the rear; said property having a frontage of 50 feet on Winston Drive and extending back therefrom the distance of 75 feet and being part of Lot Five of revised P. J. Winston Subdivision of Lots 48 & 49 of Leland College Subdivision, Rapides Parish, Louisiana as per official plat of said subdivision, duly of record in the plat book records of Rapides Parish, Louisiana.

Municipal Address of the Property: 3725 Winston Street

said property having been adjudicated to either of aforementioned Cities and/or the Parish for unpaid property taxes; and

WHEREAS, a request has been received from Dwight Tennie, Authorized agent acting on behalf of Pleasant Green Baptist Church to purchase said property for the consideration of \$3,000.00 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 Dwight Tennie, Authorized agent acting on behalf of Pleasant Green Baptist Church, for the offered consideration.

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

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

REGULAR JURY MEETING  
APRIL 13, 2015

Tract 1:

Lot Number Eighteen (18) of the Valley Subdivision of Lot Number Forty-Seven (47) of the Leland College Subdivision located in Section Three (3), T-4-N, R-1-W, Rapides Parish, Louisiana, all as shown by plat of survey by Iron Lafargue, Registered Surveyor, and recorded in Plat Book Seven (7), Page fifteen (15) of the records of Rapides Parish, LA. Township 4 North, Range 1 West, as per plat recorded in Plat Book No. Seven (7) Page No. Fifteen (15) of the records of Rapides Parish, Louisiana.

Municipal Address of the Property: 3727 Milton Alley, Alexandria, LA

Tract 2:

Being lying and situated in the P. J. Winston Subdivision (revised) of Lots 48 & 49 of Leland College Subdivision, Rapides Parish, LA, said property being more particularly described as follows:

Begin at a point on Winston Drive, which is common to the dividing line between Lot Three (3) and Lot Five (5) of revised P. J. Winston Subdivision and from said point of beginning run in a north-westerly direction along the dividing line between Winston Drive and said Lot Five (5) of said subdivision the distance of 50 feet to a point thus establishing the front of the property herein conveyed. From the two points thus established run back between equal and parallel lines, one of which is the dividing line between Lot Three (3) and Lot Five (5) of said P. J. Winston Subdivision (revised) the distance of 75 feet to the rear; said property having a frontage of 50 feet on Winston Drive and extending back therefrom the distance of 75 feet and being part of Lot Five of revised P. J. Winston Subdivision of Lots 48 & 49 of Leland College Subdivision, Rapides Parish, Louisiana as per official plat of said subdivision, duly of record in the plat book records of Rapides Parish, Louisiana.

Municipal Address of the Property: 3725 Winston Street

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 Rapides 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

REGULAR JURY MEETING  
APRIL 13, 2015

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 Town Talk) 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.

REGULAR JURY MEETING  
APRIL 13, 2015

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 Alexandria and/or the City of Pineville and/or the Parish of Rapides 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.

REGULAR JURY MEETING  
APRIL 13, 2015

(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 13th day of April, 2015.

On motion by Mr. Joe Bishop, seconded by Mr. Ollie Overton, the following ordinance was presented and on vote unanimously adopted:

ORDINANCE  
AUTHORIZING THE RAPIDES PARISH POLICE JURY TO SELL

A certain piece, parcel or tract of land, together with all buildings and improvements thereon, being, lying and situated in Rapides Parish, Louisiana, and being more particularly described as follows:

Lot 23 of the Kilpatrick Addition to the City of Alexandria, Louisiana, as per plat thereof recorded at Plat Book 1, Page 20, records of Rapides Parish, Louisiana, being the same property acquired by Aza Cooper from Sam Matassa by deed dated September 5, 1951, recorded at Conveyance Book 416, Page 524, records of Rapides Parish, Louisiana.

AND,

REGULAR JURY MEETING  
APRIL 13, 2015

Lot 22 of the Kilpatrick Addition to the City of Alexandria, Louisiana, as per plat thereof recorded at Plat Book 1, Page 20, records of Rapides Parish, Louisiana, being the same property acquired by Aza Cooper from Sam Matassa by deed dated September 5, 1951, recorded at Conveyance Book 416, Page 524, records of Rapides Parish, Louisiana, less and except that portion of said lot sold by Aza Cooper to Stafford Deville by deed dated March 18, 1964, recorded at COB 624, Page 518, fronting 38.0 ft. on Albert St. and running back between parallel lines, one of which is the property line of Lot 22 and Cheney St., a distance of 56.02 ft. to Lot 21 in the rear.

Being the same property acquired by William Patrick Carlyon from Thomas E. Hilburn by Dation En Paiment dated February 27, 1992 recorded in Conveyance Book 1343, folio 21, Entry No. 928199, records of Rapides Parish, Louisiana.

Municipal Address of the Property: 2243 Albert Street, Alexandria, LA 71301

TO: BURL COOLEY

FOR THE  
CONSIDERATION OF \$3,933.33 CASH

WHEREAS, the City of Alexandria and/or the City of Pineville and/or Parish of Rapides owns property described as

A certain piece, parcel or tract of land, together with all buildings and improvements thereon, being,, lying and situated in Rapides Parish, Louisiana, and being more particularly described as follows:

Lot 23 of the Kilpatrick Addition to the City of Alexandria, Louisiana, as per plat thereof recorded at Plat Book 1, Page 20, records of Rapides Parish, Louisiana, being the same property acquired by Aza Cooper from Sam Matassa by deed dated September 5, 1951, recorded at Conveyance Book 416, Page 524, records of Rapides Parish, Louisiana.

AND,

Lot 22 of the Kilpatrick Addition to the City of Alexandria, Louisiana, as per plat thereof recorded at Plat Book 1, Page 20, records of Rapides Parish, Louisiana, being the same property acquired by Aza Cooper from Sam Matassa by deed dated September 5, 1951, recorded at Conveyance Book 416, Page 524, records of Rapides Parish, Louisiana, less and except that portion of said lot sold by Aza Cooper to Stafford Deville by deed dated March 18, 1964, recorded at COB 624, Page 518, fronting 38.0 ft. on Albert St. and running back between parallel lines, one of which is the property line of Lot 22 and Cheney St., a distance of 56.02 ft. to Lot 21 in the rear.

Being the same property acquired by William Patrick Carlyon from Thomas E. Hilburn by Dation En Paiment dated February 27, 1992 recorded in Conveyance Book 1343, folio 21, Entry No. 928199, records of Rapides Parish, Louisiana.

Municipal Address of the Property: 2243 Albert Street, Alexandria, LA 71301

REGULAR JURY MEETING  
APRIL 13, 2015

said property having been adjudicated to either of aforementioned Cities and/or the Parish for unpaid property taxes; and

WHEREAS, a request has been received from BURL COOLEY, to purchase said property for the consideration of \$ 3,933.33 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 BURL COOLEY, for the offered consideration.

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

Section 1. A certain piece, parcel or tract of land, together with all buildings and improvements thereon, being,, lying and situated in Rapides Parish, Louisiana, and being more particularly described as follows:

Lot 23 of the Kilpatrick Addition to the City of Alexandria, Louisiana, as per plat thereof recorded at Plat Book 1, Page 20, records of Rapides Parish, Louisiana, being the same property acquired by Aza Cooper from Sam Matassa by deed dated September 5, 1951, recorded at Conveyance Book 416, Page 524, records of Rapides Parish, Louisiana.

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Lot 22 of the Kilpatrick Addition to the City of Alexandria, Louisiana, as per plat thereof recorded at Plat Book 1, Page 20, records of Rapides Parish, Louisiana, being the same property acquired by Aza Cooper from Sam Matassa by deed dated September 5, 1951, recorded at Conveyance Book 416, Page 524, records of Rapides Parish, Louisiana, less and except that portion of said lot sold by Aza Cooper to Stafford Deville by deed dated March 18, 1964, recorded at COB 624, Page 518, fronting 38.0 ft. on Albert St. and running back between parallel lines, one of which is the property line of Lot 22 and Cheney St., a distance of 56.02 ft. to Lot 21 in the rear.

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Municipal Address of the Property: 2243 Albert Street, Alexandria, LA 71301

Rapides 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 have filed a request for notice as indicated in those records and has so examined:

REGULAR JURY MEETING  
APRIL 13, 2015

- the mortgage and conveyance records of Rapides 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 Town Talk) 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.]



REGULAR JURY MEETING  
APRIL 13, 2015

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 Alexandria and/or the City of Pineville and/or the Parish of Rapides 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

REGULAR JURY MEETING  
APRIL 13, 2015

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 13th day of April, 2015.

On motion by Mr. Bubba Moreau, seconded by Mr. Ollie Overton, the following ordinance was presented and on vote unanimously adopted:

ORDINANCE  
AUTHORIZING THE RAPIDES PARISH POLICE JURY TO SELL  
TO: GENEVA HAYES

REGULAR JURY MEETING  
APRIL 13, 2015

FOR THE  
CONSIDERATION OF \$4,533.33 CASH

WHEREAS, the City of Alexandria and/or the City of Pineville and/or Parish of Rapides owns property described as

Lots Eighteen (18) and Nineteen (19) of Shadylane Subdivision, being a subdivision of Lot Six (6) of Block Two (2) of Home Acres Subdivision, revised, all as is shown by plat of Shadylane Subdivision prepared by Louis J. Daigre, Civil Engineer, on file in the plat records of the Clerk of Court of Rapides Parish.

Municipal Address of the Property: 3343 Tulane Avenue, Alexandria, LA 71302

said property having been adjudicated to either of aforementioned Cities and/or the Parish for unpaid property taxes; and

WHEREAS, a request has been received from GENEVA HAYES, to purchase said property for the consideration of \$4,533.33 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 GENEVA HAYES, for the offered consideration.

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

Section 1. Lots Eighteen (18) and Nineteen (19) of Shadylane Subdivision, being a subdivision of Lot Six (6) of Block Two (2) of Home Acres Subdivision, revised, all as is shown by plat of Shadylane Subdivision prepared by Louis J. Daigre, Civil Engineer, on file in the plat records of the Clerk of Court of Rapides Parish.

Municipal Address of the Property: 3343 Tulane Avenue, Alexandria, LA 71302 Rapides 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 have filed a request for notice as indicated in those records and has so examined:

- the mortgage and conveyance records of Rapides 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

REGULAR JURY MEETING  
APRIL 13, 2015

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 Town Talk) 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.

REGULAR JURY MEETING  
APRIL 13, 2015

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 Alexandria and/or the City of Pineville and/or the Parish of Rapides 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.

REGULAR JURY MEETING  
APRIL 13, 2015

(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 13th day of April, 2014.

On motion by Mr. Bubba Moreau, seconded by Mr. Joe Bishop, the following ordinance was presented and on vote unanimously adopted:

ORDINANCE  
AUTHORIZING THE RAPIDES PARISH POLICE JURY TO SELL

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

Lot B of a subdivision of Lots 9 and 10 of Square 8 of the College Hill Addition; AND Lot 8 of Square 5 of the Ware Addition to the Town of Pineville, Rapides Parish, Louisiana, as per plat of survey made by Homer H. Harris, Jr., and recorded in Plat Book 5, page 69, records of Rapides Parish, Louisiana, being the same property purchased by John L. Kilmer from Marcia Hatfield Green by deed of date December 22, 1962, recorded in COB 615, page 84, records of Rapides Parish, Louisiana.

REGULAR JURY MEETING  
APRIL 13, 2015

Municipal Address of the Property: College Street, Pineville, LA

TO: DANIEL MAJURE

FOR THE  
CONSIDERATION OF \$5,333.33 CASH

WHEREAS, the City of Alexandria and/or the City of Pineville and/or Parish of Rapides owns property described as

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

Lot B of a subdivision of Lots 9 and 10 of Square 8 of the College Hill Addition; AND Lot 8 of Square 5 of the Ware Addition to the Town of Pineville, Rapides Parish, Louisiana, as per plat of survey made by Homer H. Harris, Jr., and recorded in Plat Book 5, page 69, records of Rapides Parish, Louisiana, being the same property purchased by John L. Kilmer from Marcia Hatfield Green by deed of date December 22, 1962, recorded in COB 615, page 84, records of Rapides Parish, Louisiana.

Municipal Address of the Property: College Street, Pineville, LA

said property having been adjudicated to either of aforementioned Cities and/or the Parish for unpaid property taxes; and

WHEREAS, a request has been received from DANIEL MAJURE, to purchase said property for the consideration of \$ 5,333.33 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 DANIEL MAJURE, for the offered consideration.

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

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

Lot B of a subdivision of Lots 9 and 10 of Square 8 of the College Hill Addition; AND Lot 8 of Square 5 of the Ware Addition to the Town of Pineville, Rapides Parish, Louisiana, as per plat of survey made by Homer H. Harris, Jr., and recorded in Plat Book 5, page 69, records of Rapides Parish, Louisiana, being the same property purchased by John L. Kilmer from Marcia Hatfield Green by deed

REGULAR JURY MEETING  
APRIL 13, 2015

of date December 22, 1962, recorded in COB 615, page 84, records of Rapides Parish, Louisiana.

Municipal Address of the Property: College Street, Pineville, LA

Rapides 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 have filed a request for notice as indicated in those records and has so examined:

- the mortgage and conveyance records of Rapides 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 Town Talk) 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.



REGULAR JURY MEETING  
APRIL 13, 2015

- (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 Alexandria and/or the City of Pineville and/or the Parish of Rapides 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.

REGULAR JURY MEETING  
APRIL 13, 2015

(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

REGULAR JURY MEETING  
APRIL 13, 2015

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 13th day of April, 2015.

On motion by Mr. Ollie Overton, seconded by Mr. Bubba Moreau, the following ordinance was presented and on vote unanimously adopted:

ORDINANCE  
AUTHORIZING THE RAPIDES PARISH POLICE JURY TO SELL

TO: FREDERICK JAMES,  
Married to and living in community with Bridgette James

FOR THE  
CONSIDERATION OF \$2,084.46 CASH

WHEREAS, the City of Alexandria and/or the City of Pineville and/or Parish of Rapides owns property described as

A lot of ground being located in part of Lot 16, Section 2, of the subdivision of the Willow Glen Plantation near Alexandria, LA, Rapides Parish, and being further located in Block 7, Home Acres Subdivision and being more fully described as follows:

Being at the SE corner of block 7 Home Acres Subdivision thence go 100 feet along Sugar House Road in a southwesterly direction thence go back between equal and parallel lines 200 feet; the rear line being 100 feet wide.

All as shown by lines marked in red on Plat of Survey of L. J. Daigre dated June 8, 1951. (COB 706-691).

Municipal Address of the Property: 3316 Sugarhouse Road, Alexandria, LA

said property having been adjudicated to either of aforementioned Cities and/or the Parish for unpaid property taxes; and

WHEREAS, a request has been received from FREDERICK JAMES, married to and living in community with Bridgette James, to purchase said property for the consideration of \$2,084.46 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 FREDERICK JAMES, married to and living in community with Bridgette James, for the offered consideration.

REGULAR JURY MEETING  
APRIL 13, 2015

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

Section 1. A lot of ground being located in part of Lot 16, Section 2, of the subdivision of the Willow Glen Plantation near Alexandria, LA, Rapides Parish, and being further located in Block 7, Home Acres Subdivision and being more fully described as follows:

Being at the SE corner of block 7 Home Acres Subdivision thence go 100 feet along Sugar House Road in a southwesternly direction thence go back between equal and parallel lines 200 feet; the rear line being 100 feet wide.

All as shown by lines marked in red on Plat of Survey of L. J. Daigre dated June 8, 1951. (COB 706-691).

Municipal Address of the Property: 3316 Sugarhouse Road, Alexandria, LA Rapides 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 have filed a request for notice as indicated in those records and has so examined:

- the mortgage and conveyance records of Rapides 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).

REGULAR JURY MEETING  
APRIL 13, 2015

Section 5. The acquiring person shall cause to be published in the official journal of this parish (currently the Town Talk) 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 City of Alexandria and/or the City of Pineville and/or the Parish of Rapides 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

REGULAR JURY MEETING  
APRIL 13, 2015

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

REGULAR JURY MEETING  
APRIL 13, 2015

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 13th day of April, 2015.

On motion by Mr. Bubba Moreau, seconded by Mr. Ollie Overton, the following ordinance was presented and on vote unanimously adopted:

ORDINANCE  
AUTHORIZING THE RAPIDES PARISH POLICE JURY TO SELL

TO: FREDERICK JAMES,  
Married to and living in community with Bridgette James

FOR THE  
CONSIDERATION OF \$1,262.41 CASH

WHEREAS, the City of Alexandria and/or the City of Pineville and/or Parish of Rapides owns property described as

A certain piece, parcel or tract of land together with all buildings and improvements thereon and all rights, ways, servitudes and privileges thereunto belonging or in any way appertaining, being, lying and situated in Rapides Parish, Louisiana, and being more particularly described as follows, to-wit:

Lots 19, 20, 21, 22, 36-A and the lot marked "sold" of an Extension of Jacqueline Subdivision in Rapides Parish, Louisiana, more particularly shown by plat of survey at Plat Book 14, page 4, records of Rapides Parish, Louisiana, and described as begin at a point on the Sugar House Road common to Lots 18 and 19 of said Extension of Jacqueline Subdivision thence run back away from said road along the lot lines dividing Lots 18 and 19 and Lots 22 and 23 of said Subdivision a distance of 231 ft. to the right of way of Raymo Drive, thence turn right and run in a Northeasterly direction along the said right of way of Raymo Drive 214.1 ft., thence turn right and run along the line dividing the Extension of Jacqueline Subdivision and Block 7 of Home Acres Subdivision a distance of 230.6 ft. back to the Northern right of way of Sugar House Road, thence run in a Southwesterly direction along the right of way of Sugar House Road a distance of 212.8 ft. back to the point of beginning.

Municipal Address of the Property: 3328 & 3324 Sugar House Rd.  
3327, 3323, 3319 Raymo Drive

REGULAR JURY MEETING  
APRIL 13, 2015

LESS and EXCEPT:

A lot of ground being located in part of Lot 16, Section 2, of the subdivision of the Willow Glen Plantation near Alexandria, LA, Rapides Parish, and being further located in Block 7, Home Acres Subdivision and being more fully described as follows:

Being at the SE corner of block 7 Home Acres Subdivision thence go 100 feet along Sugar House Road in a southwesternly direction thence go back between equal and parallel lines 200 feet; the rear line being 100 feet wide.

All as shown by lines marked in red on Plat of Survey of L. J. Daigre dated June 8, 1951. (COB 706-691).

Municipal Address of the Property: 3316 Sugarhouse Road, Alexandria, LA

said property having been adjudicated to either of aforementioned Cities and/or the Parish for unpaid property taxes; and

WHEREAS, a request has been received from FREDERICK JAMES, married to and living in community with Bridgette James, to purchase said property for the consideration of \$1,262.41 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 FREDERICK JAMES, married to and living in community with Bridgette James, for the offered consideration.

NOW, THEREFORE, BE IT ORDAINED by the Rapides 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, servitudes and privileges thereunto belonging or in any way appertaining, being, lying and situated in Rapides Parish, Louisiana, and being more particularly described as follows, to-wit:

Lots 19, 20, 21, 22, 36-A and the lot marked "sold" of an Extension of Jacqueline Subdivision in Rapides Parish, Louisiana, more particularly shown by plat of survey at Plat Book 14, page 4, records of Rapides Parish, Louisiana, and described as begin at a point on the Sugar House Road common to Lots 18 and 19 of said Extension of Jacqueline Subdivision thence run back away from said road along the lot lines dividing Lots 18 and 19 and Lots 22 and 23 of said Subdivision a distance of 231 ft. to the right of way of Raymo Drive, thence turn right and run in a Northeasterly direction along the said right of way of Raymo Drive 214.1 ft., thence turn right and run along the line dividing the Extension of Jacqueline Subdivision and Block 7 of Home Acres Subdivision a distance of 230.6 ft. back to the Northern right of way of Sugar House Road, thence run in a Southwesterly direction along the right of way of Sugar House Road a distance of 212.8 ft. back to the point of beginning.



REGULAR JURY MEETING  
APRIL 13, 2015

Municipal Address of the Property: 3328 & 3324 Sugar House Rd.  
3327, 3323, 3319 Raymo Drive

LESS and EXCEPT:

A lot of ground being located in part of Lot 16, Section 2, of the subdivision of the Willow Glen Plantation near Alexandria, LA, Rapides Parish, and being further located in Block 7, Home Acres Subdivision and being more fully described as follows:

Being at the SE corner of block 7 Home Acres Subdivision thence go 100 feet along Sugar House Road in a southwesternly direction thence go back between equal and parallel lines 200 feet; the rear line being 100 feet wide.

All as shown by lines marked in red on Plat of Survey of L. J. Daigre dated June 8, 1951. (COB 706-691).

Municipal Address of the Property: 3316 Sugarhouse Road, Alexandria, LA

Rapides 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 have filed a request for notice as indicated in those records and has so examined:

- the mortgage and conveyance records of Rapides 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.

REGULAR JURY MEETING  
APRIL 13, 2015

(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 Town Talk) 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 City of Alexandria and/or the City of Pineville and/or the Parish of Rapides 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.

REGULAR JURY MEETING  
APRIL 13, 2015

(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.

REGULAR JURY MEETING  
APRIL 13, 2015

(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 13th day of April, 2015.

On motion by M. Bubba Moreau, seconded by Mr. Ollie Overton, to adopt Notice of Intent of Sale through the Abandoned/Adjudicated Property procedures on the property listed below:

Tax Debtor	Description
Coronda K. Shaw, et al	Lot Three (3) of Square Four (4) of Woodwide Subdivision Bearing the Municipal Address of: 3511 Tulane Avenue, Alexandria

On vote the motion carried.

On motion by Mr. Ollie Overton, seconded by Mr. Craig Smith, to Remove Asset # 9891 (2006 International Dump Truck) from the Rapides Parish Highway Department Asset/Inventory Program. This vehicle was involved in an accident on January 27th, 2015 and was totaled. We have chosen to keep truck for parts and made settlement with insurance. On vote the motion carried.

On motion by Mr. Ollie Overton, seconded by Mr. Craig Smith, to declare as surplus property, remove from the Rapides Parish Fire District #2 Asset/Inventory and sell to Rapides Parish Fire District No. 17, as requested by the Board of Directors, the equipment listed below for the amount of \$10,000.00 as agreed by both parties, to be paid out of Fire District No. 17 funds.

ASSET NUMBER	DESCRIPTION
Asset # 8340	2000 International fire truck VIN # 1HTSDADROYH281244

On vote the motion carried.

On motion by Mr. Bubba Moreau, seconded by Mr. Ollie Overton, to delete from the Civil Defense Fund the following asset. This equipment was stolen from the Highway Department yard. Police Reports were filed:

Asset Number	Description	Removal
075 – OEP	Light Tower	Stolen

On vote the motion carried.

REGULAR JURY MEETING  
APRIL 13, 2015

On motion by Mr. Craig Smith, seconded by Mr. Ollie Overton, to accept the Public Works Director's Report. On vote the motion carried.

On motion by Mr. Craig Smith, seconded by Mr. Joe Bishop, to refer the revocation request to revoke Spencer Perry Road, Ward 5, District E, off Leavines Road, as requested by Mr. Justin Martin, to the Rapides Area Planning Commission, waive the fee and set a 30 day review period. On vote the motion carried.

On motion by Mr. Craig Smith, seconded by Mr. Bubba Moreau, to accept for parish maintenance, the Mamie Odom Road approximately one tenth (0.1) of a mile in length, Ward 6, District H, as recommended by the Public Works Director. On vote the motion carried.

On motion by Mr. Ollie Overton, seconded by Mr. Bubba Moreau, to authorize Ms. Cindy Fogleman, 12826 Highway 165 South, Glenmora, as a Hardship Case, pending proper certification. On vote the motion carried.

On motion by Mr. Craig Smith, seconded by Mr. Bubba Moreau, the following ordinance was presented to reduce the speed limit on Booster Wright Road, Ward 5, District H to 35 and on vote unanimously adopted:

ORDINANCE

AN ORDINANCE TO AMEND AND REENACT SECTION 18-4.2  
(E) SPEED LIMITS SO AS TO REDUCE THE 45 MPH SPEED  
LIMIT TO 35 MPH ON BOOSTER WRIGHT ROAD, WARD 5,  
DISTRICT H.

NOW, THEREFORE, BE IT ORDAINED by the Rapides Parish Police Jury in Regular Session convened on this 13th day of April, 2015, that Section 18-4.2 (e) of the Rapides Parish Code of Ordinances is hereby amended and reenacted to include the following road, as follows:

Chapter 18. MOTOR VEHICLES AND TRAFFIC

Section 18-4.2. Speed limits designated on certain streets:

...

(e) Thirty-five miles per hour. It shall be unlawful for any person to drive or operate a vehicle upon the following parish road in Rapides Parish in excess of thirty-five (35) miles per hour.

...

Booster Wright Road, Ward 5, District H

...

(l). Whoever violates the provisions of this section shall be punished by a fine not to exceed one hundred dollars (\$100.00), or imprisoned in the Rapides Parish Jail for a period not to exceed thirty (30) days, or both.

BE IT FURTHER ORDAINED that this ordinance is to be effective immediately.

REGULAR JURY MEETING  
APRIL 13, 2015

BE IT FURTHER ORDAINED in all other respects Section 18-4.2 of the Rapides Parish Code of Ordinances shall remain unchanged.

BE IT FURTHER ORDAINED that the Parish Highway Department is hereby authorized to erect speed limit signs on the Road.

THUS DONE AND SIGNED on this 13th day of April, 2015.

On motion by Richard Vanderlick, seconded by Mr. Ollie Overton, the following ordinance was presented to set a 25 mph speed limit on the Dewil Cemetery Road, Ward 5, District E and vote unanimously adopted:

ORDINANCE

AN ORDINANCE TO AMEND AND REENACT SECTIONS 18-4.2 (G) SPEED LIMITS SO AS TO SET A 25 MPH SPEED LIMIT ON THE DEWIL CEMETERY ROAD, WARD 5, DISTRICT E

BE IT ORDAINED by the Rapides Parish Police Jury in Regular Session convened on this 13th day of April, 2015, that Section 18-4.2 (g) of the Rapides Parish Code of Ordinances is hereby amended and reenacted to include a 25 mph speed limit on the Dewil Cemetery Road, Ward 5, District E, as follows:

Chapter 18. MOTOR VEHICLES AND TRAFFIC

Section 18-4.2. Speed limits designated on certain streets:

(g) Twenty-five miles per hour. It shall be unlawful for any person to drive or operate a vehicle upon the following parish roads in Rapides Parish in excess of twenty-five (25) miles per hour:

...

Dewil Cemetery Road, Ward 5, District E

...

(l). Whoever violates the provisions of this section shall be punished by a fine not to exceed one hundred dollars (\$100.00), or imprisoned in the Rapides Parish Jail for a period not to exceed thirty (30) days, or both.

BE IT FURTHER ORDAINED that this ordinance is to be effective immediately.

BE IT FURTHER ORDAINED in all other respects Section 18-4.2 of the Rapides Parish Code of Ordinances shall remain unchanged.

BE IT FURTHER ORDAINED that the Parish Highway Department is hereby authorized to erect speed limit signs on the Road.

THUS DONE AND SIGNED on this 13th day of April, 2015.

On motion by Mr. Ollie Overton, seconded by Mr. Craig Smith, to authorize the appraisal of property needed for the right-of-way on the North Craig Road, with the cost to be shared by the Buckeye Water District and the Rapides Parish Police Jury, to be paid out of General Funds. On vote the motion carried.

REGULAR JURY MEETING  
APRIL 13, 2015

On motion by Mr. Craig Smith, seconded by Mr. Bubba Moreau, to amend the motion passed on November 10, 2014 to change the name of a portion of the New Light Church Road to the J. L. Tucker Road to change the name of the Fanny Road (Ward 10, District A) to the J. L. Tucker Road, as requested by the Rapides Area Planning Commission and approved by the Public Works Director. On vote the motion carried.

On motion by Mr. Ollie Overton, seconded by Mr. Craig Smith, to change the name of Nugent Road, Ward 10, District A, to Sober Road (duplicate roads), as requested by the Rapides Area Planning Commission and approved by the Public Works Director. On vote the motion carried.

On motion by Mr. Ollie Overton, seconded by Mr. Craig Smith, to authorize Ms. Lana Davis, 25 G. Davis Road, Glenmora, as a Hardship Case, proper certification already received. On vote the motion carried.

On motion by Mr. Bubba Moreau, seconded by Mr. Joe Bishop, to authorize to advertise for bids for “Various Road Improvements in Rapides Parish 2015” (Bid No. 2409), to be paid from Various Road Maintenance Funds as budgeted, as listed below:

**DISTRICT A**

**WARD 10**

Higdon Lane  
St. Anne Road  
Elaine Road  
Bosecker Drive  
Lida Road  
Western Hills Road  
Fairway Drive  
Eagle Drive  
Sam Road  
Williams Road  
Holmes Road  
Handley Loop  
Lynell Road  
Lanier Road  
Sonnett Drive  
Howell Drive  
Tullos Drive  
Duncan Road

**DISTRICT B**

**WARD 9**

Holiday Circle  
Trinity Church Road  
Trinity Church Road (Pineville)

**DISTRICT C**

**WARD 10**

Pearce Road  
Neal Drive

REGULAR JURY MEETING  
APRIL 13, 2015

**DISTRICT E**

**WARD 7**

Mora Road

**WARD 8**

Cooper Road

Winfield Road

Rowena Drive

Gladys Drive

Carylon Lane

Sharon Lane

Ross Lane

Stoval Road

**DISTRICT F**

**WARD 1**

Gene Ball Drive

Gene Ball Drive (Alex)

**WARD 2**

Old Baton Rouge Hwy

**DISTRICT H**

**WARD 2**

Tiger Lake Cutoff Road

Dupuy Lane Extension

**WARD 6**

Wilda Stanley Road

William Odom Road

Allie Paul Road

Bobby Maricle Road

Bobby Odom Road

Davide Willis Road

Dude West Road

Herbert Ashworth Road

Freddie Willis Road

**DISTRICT I**

**WARD 1**

LaSalle Drive

**WARD 8**

Construction Road

On vote the motion carried.

On motion by Mr. Ollie Overton, seconded by Mr. Richard Vanderlick, to accept the donation of a permanent right-of-way for maintenance of 0.25 miles of Farm Lane (Ward 2, District F) located 0.5 miles north of La Hwy 3170 on the east



REGULAR JURY MEETING  
APRIL 13, 2015

side of US Hwy 71 and authorize the President to sign right-of-way agreements, as recommended by the Public Works Director. On vote the motion carried.

On motion by Mr. Ollie Overton, seconded by Mr. Bubba Moreau, to exercise option to renew Various Road Materials - Bid No. 2353 (Gravel, Base Course Aggregates & Pit Run) to the following bidders based on availability of material and haul distance: Larry & Sons Trucking (Items No. 2A, 2B, 2C, 3, 4 and 5); TXI Operations, LP (Item No. 3); Luhr Brothers, Inc. (Items No. 6, 7A, 7B, 7D, 8A and 8D); Pine Bluff Sand & Gravel (Items No. 7C, 8B, 9A and 9B), and E & E Construction Company (Item No. 10); contract to be renewed with an ending date of March 31, 2016, as recommended by the Public Works Director and Purchasing Agent. On vote the motion carried.

On motion by Mr. Craig Smith, seconded by Mr. Bubba Moreau, to authorize the purchase of a Dump Truck for the Highway Department, to replace one damaged in accident, off the Lafayette Consolidated Government (Bid No. 500 15 018) for the amount of \$90,991.08 as recommended by Parish Engineer and Purchasing Agent. On vote the motion carried.

On motion by Mr. Ollie Overton, seconded by Mr. Richard Vanderlick, to enter into an Intergovernmental Agreement with the City of Alexandria to overlay a portion of Gene Ball Drive, approximately 1,580 feet, within the Alexandria City limits as a part of the Rapides Parish Police Jury Road Improvement Program, with all costs to be reimbursed by the City of Alexandria. On vote the motion carried.

On motion by Mr. Ollie Overton, seconded by Mr. Joe Bishop, to adopt a resolution that the Rapides Parish Police Jury does hereby adopt the Office of Community Development/Disaster Recovery Unit Duplication of Benefit Policy. (Copy in Rapides Parish Police Jury office on bulletin board) On vote the motion carried.

On motion by Mr. Richard Vanderlick, seconded by Mr. Ollie Overton, to authorize an agreement with the Pelican Club, a member of the National Boat Racing Association, to hold Boat Racing on Kincaid Lake, May 1st - May 3rd, 2015, pending Legal Counsel approval and authorize the President to sign same. On vote the motion carried.

On motion by Mr. Ollie Overton, seconded by Mr. Richard Billings, the following resolution was presented, to adopt a Citizen Participation Plan for a public facilities grant to be submitted under the Louisiana Community Development Block Grant 2016/2017 Regular Program, and on vote unanimously adopted

CITIZEN PARTICIPATION PLAN  
RESOLUTION  
BY THE  
Rapides Parish Police Jury

WHEREAS, the Rapides Parish Police Jury has been afforded the opportunity to apply and participate in the State of Louisiana 2016/2017 Community Development Block Grant Program administered by the Division of Administration; and,

REGULAR JURY MEETING  
APRIL 13, 2015

WHEREAS, the STATE requires Grantees to establish procedures to ensure adequate citizen participation with the program;

NOW THEREFORE BE IT RESOLVED, by the Rapides Parish Police Jury, that the attached policy entitled "Citizen Participation Plan", dated April 6, 2015 is hereby adopted.

Passed, approved and adopted by the Rapides Parish Police Jury, Parish of Rapides, State of Louisiana, on the 13th day of April, 2015.

CITIZEN PARTICIPATION PLAN

The Rapides Parish Police Jury has adopted the following Citizen Participation Plan to meet the citizen participation requirements of Section 508 of the Housing and Community Development Act of 1974, as amended. The Rapides Parish Police Jury is committed through adoption of this plan to full and total involvement of all residents of the community in the composition, implementation and assessment of its Louisiana Community Development Block Grant (LCDBG) Program. Attempts will be made to reach all citizens, with particular emphasis on participation by persons of low and moderate income, residents of slum and blighted areas and of areas in which funds are proposed to be used. A copy of this plan will be made available to the public upon request.

As part of the citizen participation requirements and to maximize citizen interaction, the Rapides Parish Police Jury shall:

- 1) Provide citizens with reasonable and timely access to local meetings, information and records relating to the state's proposed method of distribution, as required by the Secretary, and relating to the actual use of funds under Title I of the Housing and Community Development Act of 1974, as amended;
- 2) Provide for public hearings to obtain views and respond to proposals and questions at all stages of the community development program. These hearings will consist of the development of needs and proposed activities and review of program performance. These hearings will be held after adequate notice, a minimum of five calendar days, at times and locations convenient to potential or actual beneficiaries with accommodations for persons with disabilities;
- 3) Provide for and encourage citizen participation with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of areas in which funds are proposed to be used;
- 4) Provide for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals;
- 5) Where applicable, identify how the needs of non-English speaking residents will be met in the case of public hearings; and
- 6) Provide for a formal written procedure which will accommodate a timely written response, within fifteen days where practicable, to written complaints and grievances.

REGULAR JURY MEETING  
APRIL 13, 2015

Written minutes of the hearings and an attendance roster will be maintained by the Rapides Parish Police Jury.

PUBLIC HEARINGS

Notices informing citizens of any public hearings will appear in the official journal of the Rapides Parish Police Jury a minimum of five calendar days prior to the hearing. In addition, notices will also be posted in the Parish Courthouse and the hearing will be publicized through local community organizations, i.e., churches, clubs, etc., and/or dissemination of leaflets in the target area. Hearings will be held at times and locations convenient to potential or actual beneficiaries with accommodations for individuals with disabilities and non-English speaking persons. Whenever possible these hearings will be held within or near the target areas, at times affording participation by the most affected residents.

I. APPLICATION

First Notice/Public Hearing

The public hearing to address LCDBG application submittal will be held approximately 120 calendar days prior to the deadline for submission of the application for the current funding cycle. The Citizen Participation Plan will be available at the hearing. The public notice for this hearing will state that the following will be discussed:

- a) The amount of funds available for proposed community development;
- b) The range of activities that may be undertaken, including the estimated amount proposed to be used for activities that will benefit persons of low and moderate income;
- c) The plans of the Parish for minimizing displacement of persons as a result of activities assisted with such funds and the benefits to be provided by the Parish to persons actually displaced as a result of such activities; and
- d) The Parish's prior performance of LCDBG programs funded by the State of Louisiana. In addition, the notice shall state that all citizens, particularly low and moderate income residents of slum and blighted areas, are encouraged to submit their views and proposals regarding community development and housing needs. Those citizens unable to attend this hearing may submit their views and proposals to:

Rapides Parish Police Jury  
P. O. Box 1150  
Alexandria, LA 71309

The notice will also state that accommodations will be made for disabled and non-English speaking individuals provided a 5 day notice is received by the Rapides Parish Police Jury.

REGULAR JURY MEETING  
APRIL 13, 2015

Second Notice

Seven calendar days, at a minimum, prior to the deadline for submittal of the application, a second notice shall appear in the official journal informing the citizens of the following:

1. Proposed submittal date of the application;
2. Proposed objectives'
3. Proposed activities
4. Location of proposed activities;
5. Dollar amount of proposed activities; and
6. Location and hours available for application review.

In addition, the notice shall state "all citizens, particularly those affected by the proposed project, are encouraged to review the proposed application and submit any written comments on the application to:"

Rapides Parish Police Jury  
P. O. Box 1150  
Alexandria, LA 71309

Negative comments received will be forwarded immediately to the State's Office of Community Development, Division of Administration or the application will be withdrawn if necessary.

## II. AMENDMENTS

Program amendments, which substantially alter the LCDBG project from that approved in the original application, shall not be submitted to the state without holding one public hearing in accordance with the procedures outlined within this Citizen Participation Plan. Minutes of the hearing will be submitted with the request for the amendment. All interested citizens, particularly the low and moderate income, elderly, handicapped, and residents of the project area, shall be made aware and have the opportunity to comment on proposed amendments and/or submit alternative measures.

## III. GRANTEE PERFORMANCE

The Rapides Parish Police Jury will hold one performance hearing to solicit the public's opinion of the effectiveness of the LCDBG Program. The manner of notification will be the same as previously described for all public hearings. Notification will be made in the official journal approximately 7 calendar days prior to the anticipated submittal of close-out documents to the state, and will indicate the date, time, and place of the performance hearing, and invite comments and opinions on the LCDBG activities implemented under the 2014-2015 LCDBG Program being closed out. The notice will also state that accommodations will be made for disabled and non-English speaking persons provided a 5 day notice is received by the Parish.

This notice shall invite all interested parties, particularly those low to moderate income residents in the target area to attend.

REGULAR JURY MEETING  
APRIL 13, 2015

The hearing will be held no sooner than five calendar days from the publication date of said notice.

CONSIDERATION OF OBJECTION TO APPLICATION

Persons wishing to object to approval of an application by the state may make such objection known to:

Office of Community Development  
Division of Administration  
Post Office Box 94095  
Baton Rouge, Louisiana 70804-9095

The state will consider objections made only on the following grounds:

- A. The application description of needs and objectives is plainly inconsistent with available facts and data;
- B. The activities to be undertaken are plainly inappropriate to meeting the needs and objectives identified by the applicant; and
- C. The application does not comply with the requirements set forth in the state's Annual Action Plan or other applicable laws.

Such objections should include both an identification of the requirements not met and, in the case of objections relative to (1) above, the complainant must supply the data upon which he/she relied upon to support his/her objection.

BILINGUAL

Whenever a significant number of persons and/or residents of blighted neighborhoods communicate with a primary language other than English attend public hearings, the Parish will provide an interpreter for dissemination of information to them providing the Parish is given sufficient notification of five (5) day(s).

TECHNICAL ASSISTANCE

Technical assistance may be provided directly by the Parish to any citizen, particularly to low and moderate income persons, residents of blighted neighborhoods and minorities, who request assistance in the development of proposals and statement of views concerning the LCDBG Program. The local officials, administrator and engineer will conduct informational meetings with the residents of the low to moderate income areas if a written request is received by the Parish with at least a one week notification. The person who conducts the technical assistance meetings will disseminate information on the program and answer all pertinent questions.

TIMELY ACCESS AND ADEQUATE INFORMATION

The Parish shall provide timely disclosure of records, information and documents related to the LCDBG program activities. Documents will be made available for

REGULAR JURY MEETING  
APRIL 13, 2015

copying upon request at the Rapides Parish Police Jury office, Monday thru Friday, 8:00 a.m. to 4:00 p.m. Such documents may include the following:

- 1) All meetings and promotional materials.
- 2) Records of hearings and meetings.
- 3) All key documents, including prior applications, letters, grant agreements, citizen participation plans, and proposed applications.
- 4) Copies of the regulations (final statements) concerning the program.
- 5) Documents regarding other important requirements, such as Procurement Procedures, Fair Housing, Equal Employment Opportunity, Uniform Act, Labor Provisions and Environmental Procedures.

CITIZEN COMPLAINT PROCEDURE

SECTION 1

It is the policy of the Rapides Parish Police Jury to review all complaints received by the Parish.

SECTION 2

The following procedures will be followed on all complaints received by the Rapides Parish Police Jury:

- 1) The complainant shall notify the Secretary-Treasurer of the complaint. The initial complaint may be expressed orally or by written correspondence.
- 2) The Secretary-Treasurer will notify the President or designated representative of the complaint within three (3) working days.
- 3) The President or designated representative will investigate the complaint and will report the findings to the Secretary-Treasurer within five (5) working days.
- 4) The Secretary-Treasurer will notify the complainant of the findings of the President or designated representative in writing or by telephone within three (3) working days.
- 5) If the complainant is aggrieved by the decision, he must forward the complaint in writing (if previously submitted orally) to the Secretary-Treasurer who will forward the complaint and all actions taken by the President or designated representative to the appropriate council committee for their review. This will be accomplished within ten (10) working days of receipt of the written complaint.
- 6) The reviewing council committee will have ten (10) working days to review the complaint and forward their decision to the complainant in writing.
- 7) If the complainant is aggrieved with the decision of the Committee, he must notify the Secretary-Treasurer in writing that he desires to be afforded a hearing by

REGULAR JURY MEETING  
APRIL 13, 2015

the Police Jury. The complainant will be placed on the next regularly scheduled Police Jury meeting agenda. The Secretary-Treasurer will notify the complainant in writing of the date of the hearing.

8) The complainant must bring all relevant data, witnesses, etc., to the hearing. The Parish Council, at the hearing, will review the complaint and forward within thirty (30) days a certified copy of the minutes of the meeting at which the hearing was conducted and a decision was rendered to the complainant. If a decision is not reached at the hearing, the Parish President will inform complainant of an appropriate date to expect a response. Within thirty (30) calendar days of reaching a decision, the complainant will be notified in writing of the decision. Complaints concerning the general administration of the LCDBG Program may be submitted in writing directly to the:

Division of Administration  
Office of Community Development  
Post Office Box 94095  
Baton Rouge, Louisiana 70804-9095

### SECTION 3

All citizen complaints relative to Fair Housing/Equal Opportunity violations alleging discrimination shall be forwarded for disposition to the:

Louisiana Department of Justice  
Public Protection Division  
Post Office Box 94005  
Baton Rouge, Louisiana 70804

The complainant will be notified in writing within 10 days that, due to the nature of the complaint, it has been forwarded to the Louisiana Department of Justice.

or

Complainant may contact the Louisiana Department of Justice Public Protection Division directly at the Toll Free Telephone number 1-800-273-5718 or 225-342-7900.

### SECTION 4

The Secretary-Treasurer will maintain a file for the purpose of keeping reports of complaints.

### SECTION 5

This policy does not invalidate nor supersede the personnel or other policies of the Parish which are currently adopted, but is intended to serve as a guide for complaints.

### SECTION 6

REGULAR JURY MEETING  
APRIL 13, 2015

This policy may be amended by a majority vote at any of the Parish's regularly scheduled meetings.

ADOPTION

This Citizen Participation Plan is hereby adopted by Rapides Parish Police Jury in regular session on this 13th day of April, 2015.

On motion by Mr. Ollie Overton, seconded by Mr. Richard Vanderlick, the following resolution was presented, to adopt a Procurement Procedures Policy for a public facilities grant to be submitted under the Louisiana Community Development Block Grant 2016/2017 Regular Program, and on vote unanimously adopted:

PROCUREMENT POLICY  
RESOLUTION  
BY THE  
Rapides Parish Police Jury

WHEREAS, the Rapides Parish Police Jury has been afforded the opportunity to apply and participate in the State of Louisiana 2016/2017 Community Development Block Grant Program administered by the Division of Administration; and,

WHEREAS, the STATE requires the establishment of uniform procedures in compliance with OMB Circular A-102;

THEREFORE BE IT RESOLVED, by the Rapides Parish Police Jury, that the attached policy entitled "Procurement Procedures of the Rapides Parish Police Jury, Relative to the LCDBG Program" dated April 13, 2015 is hereby adopted.

Passed, approved and adopted this 13th day of April, 2015.

PROCUREMENT POLICY OF THE  
RAPIDES PARISH POLICE JURY  
RELATIVE TO THE LCDBG PROGRAM

These procedures are intended to serve as guidelines for the procurement of supplies, equipment, construction services and professional services for the LCDBG Program. These guidelines meet the standards established in 24 CFR 85.36 and State requirements.

CODE OF CONDUCT

No employee, officer, or agent of the Rapides Parish Police Jury shall participate in the selection or in the award or administration of a contract supported by LCDBG funds if a conflict of interest, real or apparent, would be involved. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the above, has a financial or other interest in the firm selected for award.



REGULAR JURY MEETING  
APRIL 13, 2015

No officer, employee or agent of the Rapides Parish Police Jury shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

Any alleged violations of these standards of conduct shall be referred to the Rapides Parish Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

PROCUREMENT PROCEDURES

The director or supervisor of each department or agency of the Rapides Parish Police Jury responsible for procurement of services, supplies, equipment, or construction obtained with LCDBG funds shall review all proposed procurement actions to avoid the purchase of unnecessary or duplicative items. Such reviews shall consider consolidation or breaking out to obtain a more economical purchase. When determined appropriate by the Director or Supervisor, an analysis to determine which approach would be the most economical shall be undertaken.

The Rapides Parish Police Jury shall take affirmative steps to assure that small and minority firms and women's business enterprises, and labor surplus firms are solicited whenever they are potential qualified sources. The Police Jury shall also consider the feasibility of dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority firms and women's business enterprises, and labor surplus firms. Where permitted by regulations, delivery schedules will be developed which will include participation by such businesses.

The Rapides Parish Police Jury shall assist the prime contractor whenever possible by providing copies of lists which identify qualified small and minority firms, women's business enterprises, and labor surplus area firms.

SELECTION PROCEDURES

ALL procurement carried out with LCDBG funds, where the Rapides Parish Police Jury is a direct party, shall be carried out in a manner that provides maximum free and open competition. Procurement procedures will not restrict or eliminate competition. The Police Jury shall not place unreasonable requirements on firms in order for them to qualify to do business. Nor will the Police Jury encourage or participate in noncompetitive practices among firms. The Police Jury is alert to organizational conflicts which would jeopardize the negotiation process and limit competition. The Police Jury will not require unnecessary experience or bonding requirements.

Pursuant to State law, all solicitations of offers shall incorporate a clear accurate description of the technical requirements for the material, service, or product to be procured. In competitive procurements, these descriptions shall not contain features which unduly limit competition. The description may include a statement

REGULAR JURY MEETING  
APRIL 13, 2015

of the qualitative nature of the material, product, or service and the minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications shall be avoided whenever possible. A "brand name or equal" description may be used to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offerers shall be clearly stated.

All solicitations of offers shall clearly set forth all requirements which offerers must fulfill and all other factors to be used in evaluating bids, proposals, or statements of qualifications.

Contracts shall be awarded only to responsible contractors/firms that possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.

Consideration shall be given to such factors as the contractor's/firm's capacity, integrity, compliance with public policy, record of past performance, and financial and technical resources.

#### METHODS OF PROCUREMENT

Direct procurement by the Rapides Parish Police Jury shall be made by using one of the following methods depending on the type of service to be procured.

**Small Purchase Procedures.** Relatively simple, informal procurement procedures will be used where the purchase of materials, supplies, equipment, and/or other property will not cost in the aggregate less \$30,000, and for construction with a cost of less than \$100,000, except where further limited by state law or LCDBG policy. The small purchase procedure can also be utilized to procure administrative consulting and other professional services costing not more than \$100,000. The only exception to professional services is for architectural/engineering services which must be procured through competitive negotiation. The procurement officer must obtain a minimum of three oral or written price or rate quotations from qualified sources. Documentation on all quotations received (whether oral or written) shall be made a part of the file.

**Competitive Sealed Bids/Formal Advertising.** Under this procedure bids are publicly advertised in accordance with the state's Public Bid Law. A firm fixed price contract (either lump sum or unit price) shall be awarded to the responsible bidder whose bid is lowest in price and which conforms to all the material terms and conditions of the advertisement for bids.

Competitive sealed bids can be used **ONLY** when the following criteria are met: (1) there are complete, adequate, and realistic specifications or purchase descriptions; (2) there are two or more responsible bidders who are willing and able to compete effectively; (3) the procurement can be made on a firm fixed-price contract and selection of the successful bidder can appropriately be made principally on the basis of price.

When formal advertising is used the following conditions shall be met.

REGULAR JURY MEETING  
APRIL 13, 2015

- i. The advertisement for bids shall be publicly advertised in accord with State law.
- ii. The advertisement for bids, including the specifications and pertinent attachments, shall clearly define the items or services needed in order for the bidders to properly respond to the advertisement.
- iii. All bids shall be opened publicly at the time and place specified in the advertisement for bids.
- iv. A firm fixed-price contract award shall be made by written notice to the lowest responsible bidder whose bid conforms to the advertisement for bids. Where specified in the bid documents, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts shall only be used to determine low bid when prior experience indicates that such discounts are generally taken.
- v. Notwithstanding the above, any or all bids may be rejected when there are sound documented business reasons in the best interest of the LCDBG Program.

Competitive Negotiation: Requests for Proposals/Qualification Statements. This method may be used when formal advertising is not appropriate. Architectural and engineering services must be procured via requests for qualification statements; administrative consulting services must be procured via requests for proposals. Other professional services may also be procured by requests for proposals. The following procedures will be used for competitive negotiation:

- i. Requests for proposals or qualification statements must be advertised in a newspaper in the nearest metropolitan area in accordance with the rules of the State's LCDBG Program. All submittals will be honored and entered into the competition.
- ii. The package for proposals or qualification statements shall identify all significant evaluation factors or selection criteria, including the corresponding point system which will be used to rate the proposals/qualification statements.
- iii. The selecting official (or committee, if one is designated) shall review all proposals and statements received and make a technical evaluation of each. This shall also include a written statement that identifies the basis upon which the selection was made.
- iv. Contract award will be made to the responsible offerer whose submission is deemed most appropriate to the Rapides Parish Police Jury with consideration for price, qualifications, and other factors set by the local governing body. Unsuccessful offerers shall be notified in writing within ten working days of contract award. Documentation of notification shall be maintained in the contract selection file for the individual project.
- v. Following the review of the qualification statements received, the most qualified competitor will be selected to enter into contract negotiation. This shall always include negotiation of price to insure cost reasonableness. At the

REGULAR JURY MEETING  
APRIL 13, 2015

conclusion of successful negotiation, the competitor shall be invited to enter into a contract.

Noncompetitive Negotiation/Sole Source. Noncompetitive negotiation shall be used when small purchase, formal advertising, or competitive negotiation procedures are not feasible. Noncompetitive negotiation will involve solicitations of a proposal from only one source. This can also occur if solicitations under the competitive negotiation procedures result in only one proposal or qualification statement. Noncompetitive negotiation shall only be used when written authorization has been obtained from the State's Office of Community Development, with the one exception noted. In order to qualify for this type of procurement, one of the following circumstances must apply:

- i. The item or service is available only from a single source;
- ii. It is determined that a public urgency or emergency exists and the urgency will not permit the delay beyond the time needed to employ one of the other three methods of procurement.
- iii. After solicitation of a number of sources, competition is determined to be inadequate.

CONTRACT PRICING

Cost plus percentage of cost and percentage of construction cost methods of contracting MUST NOT be used. The Rapides Parish Police Jury shall perform cost or pricing analysis in connection with EVERY procurement action including contract modifications. Costs or prices based on estimated costs for LCDBG projects shall be allowed only to the extent that the costs incurred or the cost estimates included in negotiated prices are consistent with federal cost principals. Cost reimbursement, fixed price, per diem contracts, or a combination thereof may be utilized as appropriate.

A cost reimbursement type contract is most appropriate when the scope and extent of the work to be performed are not clearly defined. A cost reimbursement contract MUST clearly establish a cost ceiling which may not be exceeded without formally amending the contract, and must identify a fixed dollar profit which may not be increased unless there is a contract amendment which increases the scope of the work.

A fixed price contract is appropriate when the scope of work is very well defined and product oriented. A fixed price contract MUST establish a guaranteed price which may not increase unless there is a contract amendment that increases the scope of the work.

A per diem contract expected to exceed \$10,000 will not be considered unless Rapides Parish Police Jury has determined that a cost reimbursable or fixed price contract is not appropriate. Cost and profit included in the per diem rate MUST be specifically negotiated and shown separately in the proposal. The contract must clearly establish a ceiling price which may not be exceeded without formally amending the contract.

REGULAR JURY MEETING  
APRIL 13, 2015

The Rapides Parish Police Jury may use a multiplier type of compensation under either the cost reimbursement or fixed price contract. The multiplier and the portions of the multiplier applicable to overhead and profit must be specifically negotiated and separately identified in the contract.

PROCUREMENT RECORDS

The Rapides Parish Police Jury shall maintain records sufficient to detail the history of the procurement. The records shall include the following contract provisions and conditions:

- i. Contracts other than small purchase shall contain provisions which allow for administrative, contractual, or legal remedies if contractors violate or breach contract terms, and provide for sanctions and penalties as appropriate.
- ii. All contracts in excess of \$10,000 shall provide for termination for cause and for convenience by the Rapides Parish Police Jury including the manner in which it will be done and the basis for settlement.
- iii. All construction contracts and subcontracts in excess of \$10,000 shall include provisions which require compliance with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in DOL regulations (41 CFR Part 60).
- iv. All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick-Back" Act (18 USC 874) as supplemented by DOL regulations (29 CFR Part 3).
- v. All contracts or subcontracts in excess of \$2,000 for construction or repair shall include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a 7) as supplemented by DOL regulations (29 CFR Part 5).
- vi. All construction or repair contracts or subcontracts in excess of \$2,000, which involve the employment of mechanics or laborers, shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327 333) as supplemented by DOL regulations (29 CFR Part 5).
- vii. Each contract shall include a notice of State requirements and regulations pertaining to reporting and patent rights under any contract involving respect to any discovery or invention which arises or is developed in the course of or under such contract, and of the State requirements pertaining to copyrights and rights in data.
- viii. All negotiated contracts shall include a provision that makes it possible for the state, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to have access to any books, documents, papers, or records of the contractor/firm which are directly pertinent to the contract, for the purpose of making audit examination excerpts and transcriptions. Further, the contract must include a provision that all required records will be maintained by the contractor/firm for a period of five years after the Rapides Parish Police Jury formally closes out each LCDBG program.

REGULAR JURY MEETING  
APRIL 13, 2015

- ix. All contracts, subcontracts, and sub-grants in amounts in excess of \$100,000 shall contain a provision which requires compliance with the requirements of Section 306 of the Clean Air Act (42 USC 1857 h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- x. Contracts shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94 163).
- xi. The Rapides Parish Police Jury will be permitted to require changes, remedies, changed conditions, access and record retention, and suspension of work clauses approved by the state.
- xii. Retention of all required records for three years after the State closes its grant with HUD.
- xiii. Section 3 of the Housing and Community Development Act of 1968, as amended – the provisions of training, employment and business opportunities clauses.
- .
- xiv. Pursuant to LRS 38.2227, effective 7/2/10, public entities are required to obtain an attestation regarding past criminal convictions, if any, from each bidding entity responding to advertisements and letting for bids for public works contracts. The Past Criminal Convictions of Bidders form must be included in all bid documents and contracts for public works.

CONTRACT ADMINISTRATION

The Rapides Parish Police Jury shall maintain contract administration systems that insure that contractors/firms perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. The accepted performance of contractors/ firms will be a factor in subsequent contract negotiations and award. Remedial action by the Police Jury through legal processes shall be considered in instances of identified significant nonperformance.

On motion by Mr. Joe Bishop, seconded by Mr. Ollie Overton, to authorize the President to work with grant consultants, engineers, bond attorneys and special legal counsel in the preparation of various grant applications and other legislatively created financing opportunities to assist ASA in meeting its public infrastructure needs for the overall industrial development including but not limited to roads, water, sewer, rail, and port access which may require the creation of special districts for the above purposes. On vote the motion carried.

On motion by Mr. Ollie Overton, seconded by Mr. Sean McGlothlin, to authorize to renew the contract with Acadian Ambulance Service Inc. to continue to provide exclusive emergency and non-emergency ambulance services, effective November 1, 2015 and ending on October 31, 2019 (two (2) additional two (2) year terms for a total of four (4) years), and authorize the President to sign the contract as approved by Legal Counsel. On vote the motion carried.

REGULAR JURY MEETING  
APRIL 13, 2015

On motion by Mr. Richard Vanderlick, seconded by Mr. Sean McGlothlin, to enter into a Cooperative Endeavor Agreement between Rapides Parish Fire District No. 2 and Rapides Island Water Association Inc. for the purpose of maintaining fire hydrants and authorize the President to sign the agreement, pending Legal Counsel approval. On vote the motion carried.

On motion by Mr. Ollie Overton, seconded by Mr. Craig Smith, to authorize the Public Works Director to hire an additional Equipment Operator II to clean laterals and remove beaver dams at a rate of pay established by the Rapides Parish Civil Service Board to be paid from the Road & Bridge Salary line item. On vote the motion carried.

The following resolution was offered by Mr. Bubba Moreau and seconded by Mr. Joe Bishop:

RESOLUTION

A resolution providing for the incurring of debt and issuance of One Million Dollars (\$1,000,000) of Limited Tax Certificates, Series 2015, of the Parish of Rapides, State of Louisiana; prescribing the form, terms and conditions thereof and providing for the payment thereof; awarding such Certificates to the purchaser thereof; and providing for other matters in connection therewith.

WHEREAS, pursuant to propositions approved by the voters of the Parish of Rapides, State of Louisiana (the "Issuer"), pursuant to elections held on May 3, 2003, September 30, 2006 and November 6, 2012, a 7.08 mills tax (such rate being subject to adjustment from time to time due to reassessment) has been authorized to be levied each year through the year 2023 within the boundaries of the Issuer, for the purpose of acquiring, constructing and/or improving public libraries (collectively, the "Tax"); and

WHEREAS, Section 742.2 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, authorizes the Issuer to borrow money in anticipation of revenues to be realized from special taxes to be used only for the purposes for which the tax was voted; and

WHEREAS, pursuant to and in accordance with the foregoing statutory authority, the Issuer now desires to incur debt and issue its Limited Tax Certificates, Series 2015, in the principal amount of One Million Dollars (\$1,000,000) (the "Certificates"), for the purpose of acquiring, constructing and/or improving public libraries, and paying the costs of issuance of the Certificates; and

WHEREAS, other than the Certificates herein authorized, the Issuer has no outstanding obligations as of the date of delivery of the Certificates of any kind or nature payable from or enjoying a lien on the Tax herein pledged, EXCEPT the Outstanding Parity Certificates as hereinafter defined; and

WHEREAS, the Issuer has heretofore issued its Limited Tax Certificates, Series 2013, dated July 2, 2013 (the "Outstanding Parity Certificates"), secured by the revenues of the Tax; and

REGULAR JURY MEETING  
APRIL 13, 2015

WHEREAS, the maturities of the Certificates and the Outstanding Parity Certificates have been arranged so that the principal and interest requirements for any calendar year on the Certificates and the Outstanding Parity Certificates does not exceed 75% of the revenues estimated to be received by the Issuer in the year 2015; and

WHEREAS, it is the desire of the Issuer to fix the details necessary with respect to the issuance of the Certificates and to provide for the authorization and issuance thereof; and

WHEREAS, it is the further desire of the Issuer to provide for the sale of the Certificates to the Purchaser (hereinafter defined) at the price and in the manner hereinafter provided;

NOW, THEREFORE, BE IT RESOLVED by the Police Jury of the Parish of Rapides, State of Louisiana, that:

SECTION 1. Definitions. As used herein, the following terms shall have the following meanings, unless the context otherwise requires:

"Act" means Section 742.2 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority.

"Agreement" means the agreement to be entered into between the Issuer and the Paying Agent pursuant to this Resolution.

"Certificate" means any certificate of indebtedness of the Issuer authorized to be issued by this Resolution, whether initially delivered or issued in exchange for, upon transfer of, or in lieu of any certificate previously issued.

"Certificates" means the Issuer's Limited Tax Certificates, Series 2015, authorized by this Resolution, in the total aggregate principal amount of One Million Dollars (\$1,000,000).

"Certificate Register" means the records kept by the Paying Agent at its principal corporate office in which registration of the Certificates and transfers of the Certificates shall be made as provided herein.

"Code" means the Internal Revenue Code of 1986, as amended.

"Executive Officers" means the President and Secretary of the Governing Authority.

"Fiscal Year" means the one-year accounting period beginning January 1 of each year, or such other accounting period as may be designated by the Governing Authority as the fiscal year of the Issuer.

"Governing Authority" means the Police Jury of the Parish of Rapides, State of Louisiana.

"Government Securities" means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by the United States of



REGULAR JURY MEETING  
APRIL 13, 2015

America, which are non-callable prior to their maturity, may be United States Treasury obligations such as the State and Local Government Series and may be in book entry form.

"Interest Payment Dates" means March 1 and September 1 of each year, commencing September 1, 2015.

"Issuer" means the Parish of Rapides, State of Louisiana.

"Outstanding" when used with respect to the Certificates means, as of the date of determination, any Certificate theretofore issued and delivered under this Resolution, except:

1. Any Certificate theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
2. Certificates for which payment or redemption sufficient funds or government securities, or both, have been theretofore deposited in trust for the owners of such Certificates with the effect specified in this Resolution or by law;
3. Any Certificate in exchange for or in lieu of which another Certificate has been registered and delivered pursuant to this Resolution; and
4. Any Certificate alleged to have been mutilated, destroyed, lost or stolen which may have been paid as provided in this Resolution or by law.

"Outstanding Parity Certificates" means the Issuer's Limited Tax Certificates, Series 2013, dated July 2, 2013.

"Owner" when used with respect to any Certificate means the Person in whose name such Certificate is registered in the Certificate Register.

"Paying Agent" means Sabine State Bank & Trust Company, in the City of Many, Louisiana, until a successor Paying Agent shall have been appointed pursuant to the applicable provisions of this Resolution and thereafter "Paying Agent" shall mean such successor Paying Agent.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"Purchaser" means Sabine State Bank & Trust Company, of Many, Louisiana, the original purchaser thereof.

"Resolution" means this resolution authorizing the issuance of the Certificates, as it may be supplemented and amended.

"Tax" means a 7.08 mills tax authorized pursuant to elections held on May 3, 2003, September 30, 2006 and November 6, 2012 (such rate being subject to adjustment

REGULAR JURY MEETING  
APRIL 13, 2015

from time to time due to reassessment), and authorized to be levied each year through the year 2023 within the boundaries of the Issuer, for the purpose of acquiring, constructing and/or improving public libraries.

SECTION 2. Authorization of Certificates; Maturities. Subject to the approval of the State Bond Commission and in compliance with the terms and provisions of the Act and other constitutional and statutory authority, there is hereby authorized the incurring of an indebtedness of One Million Dollars (\$1,000,000) for, on behalf of, and in the name of the Issuer, for the purpose of acquiring, constructing and/or improving public libraries, and paying the costs incurred in connection with the issuance of the Certificates; and to represent said indebtedness this Governing Authority does hereby authorize the issuance of its Limited Tax Certificates, Series 2015, in the principal amount of One Million Dollars (\$1,000,000). The Certificates shall be in fully registered form, shall be dated the date of delivery thereof, shall be issued in denominations corresponding to the principal amount of each maturity (one Certificate per maturity), and shall be numbered from R-1 upward. The Certificates shall bear interest from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, based on a 30/360-day year, payable on each Interest Payment Date, commencing September 1, 2015, at the following rates of interest per annum and shall become due and payable and mature serially on March 1 of the years and in the amounts, as follows:

Certificate Number	Year (March 1)	Principal Amount	Interest Rate Per Annum
R-1	2016	\$100,000	0.50%
R-2	2017	100,000	0.90%
R-3	2018	105,000	1.10%
R-4	2019	110,000	1.35%
R-5	2020	110,000	1.75%
R-6	2021	115,000	2.00%
R-7	2022	115,000	2.40%
R-8	2023	120,000	2.90%
R-9	2024	125,000	3.25%

The principal of the Certificates upon maturity or redemption shall be payable at the principal office of the Paying Agent, upon presentation and surrender thereof, and interest on the Certificates shall be payable by check of the Paying Agent mailed by the Paying Agent to the Owner (determined as of the close of business on the Record Date) at the address shown on the Certificate Register. Each Certificate delivered under this Resolution upon transfer of, in exchange for or in lieu of any other Certificate shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Certificate, and each such Certificate shall bear interest (as herein set forth) so neither gain nor loss in interest shall result from such transfer, exchange or substitution.

No Certificate shall be entitled to any right or benefit under this Resolution, or be valid or obligatory for any purpose, unless there appears on such Certificate a certificate of registration, substantially in the form provided in this Resolution, executed by the Paying Agent by manual signature.

REGULAR JURY MEETING  
APRIL 13, 2015

SECTION 3. Redemption Provisions. The Certificates will not be callable for redemption prior to their stated dates of maturity.

SECTION 4. Registration and Transfer. The Issuer shall cause the Certificate Register to be kept by the Paying Agent. The Certificates may be transferred, registered and assigned only on the Certificate Register, and such registration shall be at the expense of the Issuer. A Certificate may be assigned by the execution of an assignment form on the Certificate or by other instruments of transfer and assignment acceptable to the Paying Agent. A new Certificate or Certificates will be delivered by the Paying Agent to the last assignee (the new Owner) in exchange for such transferred and assigned Certificates after receipt of the Certificates to be transferred in proper form. Such new Certificate or Certificates shall be in an authorized denomination of the same maturity and like principal.

SECTION 5. Form of Certificates. The Certificates and the endorsements to appear thereon shall be in substantially the following forms, respectively to wit:

[FORM OF CERTIFICATE]

No. R-\_\_\_\_\_ Principal Amount \$\_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF LOUISIANA  
PARISH OF RAPIDES

LIMITED TAX CERTIFICATE, SERIES 2015  
OF THE  
PARISH OF RAPIDES, STATE OF LOUISIANA

Certificate Date	Maturity Date	Interest Rate
_____, 2015	March 1, _____	_____ %

The Parish of Rapides, State of Louisiana (the "Issuer"), promises to pay, but solely from the source and as hereinafter provided, to:

SABINE STATE BANK & TRUST COMPANY

or registered assigns, on the Maturity Date set forth above, the Principal Amount set forth above, together with interest thereon from the Certificate Date set forth above or the most recent interest payment date to which interest has been paid or duly provided for, based on a 30/360-day year, payable on March 1 and September 1 of each year, commencing September 1, 2015 (each an "Interest Payment Date"), at the Interest Rate per annum set forth above until said Principal Amount is paid. The principal of this Certificate, upon maturity or redemption, is payable in lawful money of the United States of America at the principal office of Sabine State Bank & Trust Company, in the City of Many, Louisiana, or successor thereto (the "Paying Agent"), upon presentation and surrender hereof. Interest on this Certificate is payable by check mailed by the Paying Agent to the registered owner

REGULAR JURY MEETING  
APRIL 13, 2015

(determined as of the close of business on the 15th calendar day of the month next preceding each Interest Payment Date) at the address as shown on the registration books of the Paying Agent.

This Certificate is one of an authorized issue aggregating in principal the sum of One Million Dollars (\$1,000,000) of Limited Tax Certificates, Series 2015, of the Issuer (the "Certificates") all of like tenor and effect except as to number, denomination, and maturity, said Certificates having been issued by the Issuer pursuant to a resolution adopted by its governing authority on April 13, 2015 (the "Resolution"), for the purpose of acquiring, constructing and/or improving public libraries, and paying the costs incurred in connection with the issuance of the Certificates, under the authority conferred by Section 742.2 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority.

The Certificates are not callable for redemption prior to their stated maturity dates.

The Issuer shall cause to be kept at the principal office of the Paying Agent a register (the "Certificate Register") in which registration of the Certificates and of transfers of the Certificates shall be made as provided in the Resolution. This Certificate may be transferred, registered and assigned only on the Certificate Register, and such registration shall be at the expense of the Issuer. This Certificate may be assigned by the execution of the assignment form hereon or by other instrument of transfer and assignment acceptable to the Paying Agent.

This Certificate and the issue of which it forms a part are issued on a complete parity with the Issuer's outstanding Limited Tax Certificates, Series 2013, dated July 2, 2015 (the "Outstanding Parity Certificates"). It is certified that the Issuer, in issuing this Certificate and the issue of which it forms a part, has complied with all the terms and conditions set forth in the resolution authorizing the issuance of the Outstanding Parity Certificates.

The Certificates, equally with the Outstanding Parity Certificates, are secured by an irrevocable pledge and dedication of the funds to be derived by the Issuer from the levy and collection of a 7.08 mills tax authorized pursuant to elections held on May 3, 2003, September 30, 2006 and November 6, 2012 (such rate being subject to adjustment from time to time due to reassessment) authorized to be levied each year through the year 2023 (collectively the "Tax") on all the property subject to taxation within the corporate boundaries of the Issuer. For a more complete statement of the Tax revenues from which and conditions under which this Certificate is issued, reference is hereby made to the Resolution. The Issuer, in the Resolution, has also entered into certain other covenants and agreements with the registered owner of this Certificate, including provisions for the issuance of additional certificates payable from the proceeds of the Tax on a parity with this Certificate, for the terms of which reference is made to the Resolution.

This Certificate shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the certificate of registration hereon shall have been signed by the Paying Agent.

It is certified that this Certificate is authorized by and issued in conformity with the requirements of the Constitution and statutes of this State. It is further certified,

REGULAR JURY MEETING  
APRIL 13, 2015

recited and declared that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Certificate and the issue of which it forms a part to constitute the same legal, binding and valid obligations of the Issuer have existed, have happened and have been performed in due time, form and manner as required by law, and that the indebtedness of the Issuer, including this Certificate and the issue of which it forms a part, does not exceed the limitations prescribed by the Constitution and statutes of the State of Louisiana.

IN WITNESS WHEREOF, the Police Jury of the Parish of Rapides, State of Louisiana, acting as the governing authority of the Issuer, has caused this Certificate to be executed on behalf of the Issuer by the manual or facsimile signatures of its President and its Secretary, and its corporate seal to be impressed hereon.

PARISH OF RAPIDES, STATE OF LOUISIANA

\_\_\_\_\_  
Secretary, Police Jury

\_\_\_\_\_  
President, Police Jury

(SEAL)

\* \* \* \* \*

(FORM OF PAYING AGENT'S CERTIFICATE OF REGISTRATION)

This Certificate is one of the Certificates referred to in the within mentioned Resolution.

Sabine State Bank & Trust Company  
Many, Louisiana

Date of Registration: \_\_\_\_\_ By: \_\_\_\_\_  
Authorized Officer

\* \* \* \* \*

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_

Please Insert Social Security  
or other Identifying Number of Assignee

--

REGULAR JURY MEETING  
APRIL 13, 2015

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_

attorney or agent to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Certificate in every particular, without alteration or enlargement or any change whatever.

\* \* \* \* \*

SECTION 6. Execution of Certificates. The Certificates shall be signed by the Executive Officers for, on behalf of, in the name of and under the corporate seal of the Issuer, which signature and corporate seal may be either manual or facsimile.

SECTION 7. Pledge and Dedication of Revenues. Pursuant to the Act, the Certificates and the Outstanding Parity Certificates shall be secured by and payable from an irrevocable pledge and dedication of the avails or proceeds of the Tax. This Governing Authority does hereby obligate itself and its successors in office to impose and collect the Tax annually through the year 2023, so long as the Certificates and the Outstanding Parity Certificates are outstanding, as provided in the propositions authorizing the Tax, and does hereby irrevocably and irrepealably dedicate, appropriate and pledge the annual income to be derived from the assessment, levy and collection of the Tax in each of the years through 2023, inclusive, to the payment of the Certificates and the Outstanding Parity Certificates.

SECTION 8. Sinking Fund. (a) For the payment of the principal of and the interest on the Certificates and any additional parity certificates, there is hereby maintained the special fund known as "Parish of Rapides, State of Louisiana, Limited Tax Certificates, Series 2007, Sinking Fund", said Sinking Fund established and maintained with the regularly designated fiscal agent bank of the Issuer. The Issuer shall deposit in the Sinking Fund at least one (1) day in advance of the date on which each payment of principal and/or interest on the Certificates and the Outstanding Parity Certificates fall due, funds fully sufficient to promptly pay principal of and/or interest so falling due on such date. Said fiscal agent bank shall make available from the Sinking Fund to the Paying Agent funds fully sufficient to pay promptly principal and interest falling due on such date.

b) All moneys deposited with the regularly designated fiscal agent bank or banks of the Issuer or the Paying Agent under the terms of this Resolution shall constitute sacred funds for the benefit of the Owners of the Certificates, and shall be secured by said fiduciaries at all times to the full extent thereof in the manner required by law for the securing of deposits of public funds.

REGULAR JURY MEETING  
APRIL 13, 2015

(c) All or any part of the moneys in the Sinking Fund shall, at the written request of the Issuer, be invested in accordance with the provisions of the laws of the State of Louisiana.

SECTION 9. Parity Certificates. The Issuer shall issue no other certificates or obligations of any kind or nature payable from or enjoying a lien on the revenues of the Tax having priority over or parity with the Certificates and the Outstanding Parity Certificates, except that additional certificates may hereafter be issued on a parity with the Certificates and the Outstanding Parity Certificates under the following conditions:

- (1) The Certificates herein authorized or any part thereof, including the interest thereon, may be refunded, and the refunding certificates so issued shall enjoy complete equality of lien with the portion of the Certificates which is not refunded, if there be any, and the refunding certificates shall continue to enjoy whatever priority of lien over subsequent issues may have been enjoyed by the Certificates refunded; provided, however, that if only a portion of the Certificates outstanding is so refunded and the refunding certificates require total principal and interest payments during any year in excess of the principal and interest which would have been required in such year to pay the Certificates refunded thereby, then such Certificates may not be refunded without the consent of the Owner of the unrefunded portion of the Certificates issued hereunder (provided such consent shall not be required if such refunding certificates meet the requirements set forth in clause 2 of this Section).
- (2) Additional certificates of indebtedness may be issued on and enjoy a full and complete parity with the Certificates and the Outstanding Parity Certificates with respect to the Tax, provided that the combined principal and interest requirements for any calendar year on the Certificates, the Outstanding Parity Certificates and any additional parity certificates and said additional certificates of indebtedness may not exceed 75% of the revenues estimated to be realized from the levy of the Tax in the year in which such additional certificates of indebtedness are issued; it being provided, however, that the proceeds of said additional certificates of indebtedness are to be expended only for the purposes for which the Tax is levied.
- (3) Junior and subordinate certificates of indebtedness may be issued without restriction.
- (4) The Issuer must be in full compliance with all covenants and undertakings in connection with the Certificates and the Outstanding Parity Certificates and there must be no delinquencies in payments required to be made in connection therewith.
- (5) The additional certificates must be payable as to principal on March 1st of each year, commencing not more than 2 years from the date thereof, and payable as to interest on March 1 and September 1 of each year.

REGULAR JURY MEETING  
APRIL 13, 2015

SECTION 10. Budget and Financial Statements. As long as any of the Certificates and the Outstanding Parity Certificates are outstanding and unpaid in principal or interest, the Issuer shall prepare and adopt a budget prior to the beginning of each Fiscal Year and shall furnish a copy of such budget within ninety (90) days after its adoption to the Purchaser.

SECTION 11. Application of Proceeds. The Executive Officers are hereby empowered, authorized and directed to do any and all things necessary and incidental to carry out all of the provisions of this Resolution, to cause the Certificates to be prepared or printed, to issue, execute and seal the Certificates, and to effect delivery thereof as hereinafter provided. The proceeds derived from the sale of the Certificates shall be deposited by the Issuer with its fiscal agent bank or banks to be used only for the purpose for which the Certificates are issued.

SECTION 12. Certificates Legal Obligations. The Certificates shall constitute a legal, binding and valid obligation of the Issuer, and its successors in office, and shall be the only representation of the indebtedness as herein authorized and created.

SECTION 13. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Issuer, or its successor, and the Owners from time to time of the Certificates and any such Owner may at law or in equity, by suit, action, mandamus or other proceedings, enforce and compel the performance of all duties required to be performed by the Governing Authority or the Issuer as a result of issuing the Certificates.

SECTION 14. Amendment to Resolution. No material modification or amendment of this Resolution, or of any Resolution amendatory hereof or supplemental hereto, may be made without the consent in writing of the Owners of two thirds (2/3) of the aggregate principal amount of the Certificates then outstanding; provided, however, that no modification or amendment shall permit a change in the maturity or redemption provisions of the Certificates, or a reduction in the rate of interest thereon, or in the amount of the principal obligation thereof, or affecting the obligation of the Issuer to pay the principal of and the interest on the Certificates as the same shall come due from the revenues appropriated, pledged and dedicated to the payment thereof by this Resolution, or reduce the percentage of the Owners required to consent to any material modification or amendment of this Resolution, without the consent of the Owners of the Certificates.

SECTION 15. Recital of Regularity. This Governing Authority having investigated the regularity of the proceedings had in connection with the Certificates herein authorized and having determined the same to be regular, the Certificates shall contain the following recital, to wit:

"It is certified that this Certificate is authorized by and is issued in conformity with the requirements of the Constitution and statutes of this State."

SECTION 16. Effect of Registration. The Issuer, the Paying Agent, and any agent of either of them may treat the Owner in whose name any Certificate is registered as the Owner of such Certificate for the purpose of receiving payment of the principal (and redemption price) of and interest on such Certificate and for all



REGULAR JURY MEETING  
APRIL 13, 2015

other purposes whatsoever, and to the extent permitted by law, neither the Issuer, the Paying Agent, nor any agent of either of them shall be affected by notice to the contrary.

SECTION 17. Notices to Owners. Wherever this Resolution provides for notice to the Owners of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first class postage prepaid, to each Owner at the address of such Owner as it appears in the Certificate Register. Where this Resolution provides for notice in any manner, such notice may be waived in writing by the Owner entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Owners shall be filed with the Paying Agent and the Issuer, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 18. Cancellation of Certificates. All Certificates surrendered for payment shall be promptly canceled by either the Paying Agent or the Issuer. All canceled Certificates held by the Paying Agent shall be disposed of as directed in writing by the Issuer.

SECTION 19. Mutilated, Destroyed, Lost or Stolen Certificates. If (1) any mutilated Certificate is surrendered to the Paying Agent, or the Issuer and the Paying Agent receive evidence to their satisfaction of the destruction, loss or theft of any Certificate, and (2) there is delivered to the Issuer and the Paying Agent such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the Issuer or the Paying Agent that such Certificate has been acquired by a bona fide purchaser, the Issuer shall execute, and upon its request the Paying Agent shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Certificate, a new Certificate of the same maturity and of like tenor, interest rate and principal amount, bearing a number not contemporaneously outstanding. In case any such mutilated, destroyed, lost or stolen Certificate has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Certificate, pay such Certificate. Upon the issuance of any new Certificate under this Section, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith. Every new Certificate issued pursuant to this Section in lieu of any mutilated, destroyed, lost or stolen certificate shall constitute a replacement of the prior obligation of the Issuer, whether or not the mutilated, destroyed, lost or stolen Certificate shall be at any time enforceable by anyone and shall be entitled to all the benefits of this Resolution equally and ratably with any other Outstanding Certificates. Any additional procedures set forth in the Agreement, authorized in this Resolution, shall also be available with respect to any mutilated, destroyed, lost or stolen Certificate. The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of any mutilated, destroyed, lost or stolen Certificate.

SECTION 20. Discharge of Resolution; Defeasance. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid to the Owner, the principal of and interest on the Certificates, at the times and in the manner stipulated in this

REGULAR JURY MEETING  
APRIL 13, 2015

Resolution, then the pledge of the money, securities, and funds pledged under this Resolution and all covenants, agreements, and other obligations of the Issuer to the Owner shall thereupon cease, terminate, and become void and be discharged and satisfied, and the Paying Agent shall pay over or deliver all money held by it under this Resolution to the Issuer.

Certificates or interest installments for the payment or redemption of which money shall have been set aside and shall be held in trust (through deposit by the Issuer of funds for such payment or otherwise) at the maturity date thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section if they are defeased in the manner provided by Chapter 14 of Title 39 of the Louisiana Revised Statutes of 1950, as amended.

SECTION 21. Successor Paying Agent; Paying Agent Agreement. The Issuer will at all times maintain a Paying Agent meeting the qualifications hereinafter described for the performance of the duties hereunder for the Certificates. The designation of the initial Paying Agent in this Resolution is hereby confirmed and approved. The Issuer reserves the right to appoint a successor Paying Agent by (a) filing with the Person then performing such function a certified copy of a resolution or resolutions giving notice of the termination of the Agreement and appointing a successor and (b) causing notice to be given to the Owner. Every Paying Agent appointed hereunder shall at all times be a bank or trust company organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers, and subject to supervision or examination by Federal or State authority. The Executive Officers are hereby authorized and directed to execute an appropriate Agreement with the Paying Agent for and on behalf of the Issuer in such form as may be satisfactory to said officers, the signatures of said officers on such Agreement to be conclusive evidence of the due exercise of the authority granted hereunder.

SECTION 22. Disclosure Under SEC Rule 15c2-12. It is recognized that the Issuer will not be required to comply with the continuing disclosure requirements described in the Rule 15c-2-12(b) of the Securities and Exchange Commission [17 CFR '240.15c2-12(b)], because:

- (a) the Certificates are not being purchased by a broker, dealer or municipal securities dealer acting as an underwriter in a primary offering of municipal securities; and
- (b) the Certificates are being sold to only one financial institution (i.e., no more than thirty-five persons), which (i) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment in the Certificate and (ii) is not purchasing the Certificate for more than one account or with a view to distributing the Certificate.

SECTION 23. Arbitrage. The Issuer covenants and agrees that, to the extent permitted by the laws of the State of Louisiana, it will comply with the requirements of the Internal Revenue Code of 1986 and any amendment thereto (the "Code") in order to establish, maintain and preserve the exclusion from "gross

REGULAR JURY MEETING  
APRIL 13, 2015

income" of interest on the Certificates under the Code. The Issuer further covenants and agrees that it will not take any action, fail to take any action, or permit any action within its control to be taken, or permit at any time or times any of the proceeds of the Certificates or any other funds of the Issuer to be used directly or indirectly in any manner, the effect of which would be to cause the Certificates to be an "arbitrage bond" or would result in the inclusion of the interest on the Certificates in gross income under the Code, including, without limitation, (i) the failure to comply with the limitation on investment of Certificate proceeds or (ii) the failure to pay any required rebate of arbitrage earnings to the United States of America or (iii) the use of the proceeds of the Certificates in a manner which would cause the Certificate to be a "private activity bond".

SECTION 24. Designation as "Qualified Tax-Exempt Obligations". The Bonds are designated as "qualified tax exempt obligations" within the meaning of Section 265(b)(3) of the Code. In making this designation, the Issuer finds and determines that:

- (a) the Bonds are not "private activity bonds" within the meaning of the Code; and
- (b) the reasonably anticipated amount of qualified tax exempt obligations which will be issued by the Issuer and all subordinate entities in calendar year 2015 does not exceed \$10,000,000.

The Executive Officers are hereby empowered, authorized and directed to take any and all action and to execute and deliver any instrument, document or bond necessary to effectuate the purposes of this Section.

SECTION 25. Publication. A copy of this Resolution shall be published immediately in one (1) issue of the official journal of the Issuer.

SECTION 26. Award of Certificates. The Issuer hereby accepts the offer of the Purchaser to purchase the Certificates, attached as Exhibit "A" hereto. The Certificates shall be delivered to the Purchaser upon the payment of the principal amount thereof.

SECTION 27. Severability; Application of Subsequently Enacted Laws. In case any one or more of the provisions of this Resolution or of the Certificates shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Resolution or of the Certificates, but this Resolution and the Certificates shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provisions enacted after the date of this Resolution which validate or make legal any provision of the Resolution and/or the Certificates which would not otherwise be valid or legal, shall be deemed to apply to this Resolution and to the Certificates.

SECTION 28. Section Headings. The headings of the various sections hereof are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions hereof.

REGULAR JURY MEETING  
APRIL 13, 2015

SECTION 29. Effective Date. This Resolution shall become effective immediately.

This resolution having been submitted to a vote, the vote thereon was as follows:

Member	Yea	Nay	Absent	Abstaining
Joe Bishop	<u>  X  </u>	<u>          </u>	<u>          </u>	<u>          </u>
Davron "Bubba" Moreau	<u>  X  </u>	<u>          </u>	<u>          </u>	<u>          </u>
Craig Smith	<u>  X  </u>	<u>          </u>	<u>          </u>	<u>          </u>
Richard Vanderlick	<u>  X  </u>	<u>          </u>	<u>          </u>	<u>          </u>
Theodore Fountaine, Jr.	<u>          </u>	<u>          </u>	<u>  X  </u>	<u>          </u>
Oliver "Ollie" Overton	<u>  X  </u>	<u>          </u>	<u>          </u>	<u>          </u>
Sean McGlothlin	<u>  X  </u>	<u>          </u>	<u>          </u>	<u>          </u>
Richard Billings	<u>  X  </u>	<u>          </u>	<u>          </u>	<u>          </u>
Scott Perry, Jr.	<u>  X  </u>	<u>          </u>	<u>          </u>	<u>          </u>

And the resolution was declared adopted on this, the 13th day of April, 2015.

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

REGULAR JURY MEETING  
APRIL 13, 2015

EXHIBIT A

COMMITMENT LETTER

MARCH 23, 2015

Honorable Police Jury  
Parish of Rapides, State of Louisiana  
Alexandria, Louisiana

Re: \$1,000,000 of Limited Tax Certificates, Series 2015 of  
the Parish of Rapides, State of Louisiana

Please accept this letter as a commitment of the undersigned bank to purchase the following certificate of indebtedness upon the terms and conditions outlined below:

- 1) Issuer and Amount: \$1,000,000 of Limited Tax Certificates, Series 2015 of the Parish of Rapides, State of Louisiana.
- 2) Purpose of Issue: Acquiring, constructing and/or improving libraries and paying the costs of issuance thereof, as set out in propositions approved by the voters on May 3, 2003, September 30, 2006 and November 6, 2012.
- 3) Authority for Issue: Section 742.2 of Title 39 of the Louisiana Revised Statutes of 1950, as amended.
- 4) Dated Date of Certificates: Date of Delivery.
- 5) Form of Certificates: The Certificates will be issued as a single typewritten or printed certificate, in fully registered form, per each maturity.
- 6) Interest Rates & Maturities: The Certificates will mature according to the following schedule and bear interest at the rate as follows:

REGULAR JURY MEETING  
APRIL 13, 2015

YEAR (MARCH 1)	PRINCIPAL DUE	INTEREST RATES
2016	\$100,000	<u>0.50%</u>
2017	100,000	<u>0.90%</u>
2018	105,000	<u>1.10%</u>
2019	110,000	<u>1.35%</u>
2020	110,000	<u>1.75%</u>
2021	115,000	<u>2.00%</u>
2022	115,000	<u>2.40%</u>
2023	120,000	<u>2.90%</u>
2024	125,000	<u>3.25%</u>

- 7) Interest Payments: Semi-annually on March 1 and September 1, commencing September 1, 2015, based on a 30/360-day year.
- 8) Redemption Provisions: The Certificates will **not** be callable for redemption prior to their stated dates of maturity.
- 9) Security: The Certificates, together with the Issuer's Outstanding Parity Certificates (hereinafter defined), will be secured by the pledge and dedication of the funds to be derived from the levy and collection of a 7.08 mills tax authorized pursuant to elections held on May 3, 2003, September 30, 2006 and November 6, 2012 (such rate being subject to adjustment from time to time due to reassessment) authorized to be levied each year through the year 2023 within the boundaries of the Issuer. The Outstanding Parity Certificates are comprised of \$900,000 outstanding Limited Tax Certificates, Series 2013, maturing March 1, 2016 through March 1, 2023.
- 10) Paying Agent: Sabine State Bank, Many, Louisiana. Fees \_\_\_\_\_ will/ X will not be due the Paying Agent for serving in this capacity. (If fees are to be due Paying Agent, schedule of fees is to be attached hereto and form a part of the proposal.)
- 11) Legal Opinion: Legal opinion of Foley & Judell, L.L.P., as to the due authorization, validity and federal tax-exemption of interest on the Certificates will be required.
- 12) Bank Eligibility: The Certificates will be designated as a "qualified tax-exempt obligation" under Section 265(b) of the Internal Revenue Code of 1986, as amended.
- 13) Investment Letter: The undersigned will sign an investment letter indicating that it has made a full investigation of the security for the issue and has not relied upon or requested that any disclosure document be prepared by or on behalf of the Issuer, and further that it is purchasing the Certificates without any intention to sell any portion thereof to any person other than another financial institution and then only on the terms and conditions set forth therein.
- 14) Continuing Disclosure: It is understood that, with respect to the Certificates, the Issuer will not be required to comply with the continuing disclosure requirements of SEC Rule 15c2-12(b).

REGULAR JURY MEETING  
APRIL 13, 2015

- 15) Parity Certificates: The Issuer may issue additional certificates of indebtedness (or other obligations) payable from the pledge and dedication of the funds to be derived from the levy and collection of the Tax on a complete parity with the Certificates and the Outstanding Parity Certificates, provided that the combined principal and interest requirements for any calendar year on the Certificates, the Outstanding Parity Certificates and the said additional certificates of indebtedness may not exceed 75% of the revenues estimated to be realized from the levy of the Tax in the year in which such additional certificates of indebtedness are issued; it being provided, however, that the proceeds of said additional certificates of indebtedness are to be expended only for the purposes for which the Tax is levied.
- 16) Annual Financial Statements: Until principal and interest of the Certificates are paid in full, audited financial statements of the Issuer shall be furnished to the undersigned no later than 270 days after the applicable fiscal year-end of the Issuer.
- 17) Comprehensive Budget: The Issuer shall prepare and adopt a budget at the beginning of each fiscal year and furnish the undersigned a copy of such budget within 90 days after its adoption.
- 18) Delivery - On or about May 15, 2015.

If the foregoing meets with your approval, please sign one copy of this letter in the space provided below and return it to the undersigned.

Yours very truly,

SABINE STATE BANK & TRUST CO. //

By: ALY R. Kuss //

Title: SA VP

Accepted by the Police Jury on April 13, 2015.

By: Laurel Smith

On motion by Mr. Joe Bishop, seconded by Mr. Craig Smith, to request that the duties of the vacant Account Clerk position in Purchasing be amended to include Payroll. On vote the motion carried.

On motion by Mr. Joe Bishop, seconded by Mr. Sean McGlothlin, to amend a certain motion of October 13, 2014, to clarify the wage increase given to the Rapides Parish Civil Service Employees and the two (2) Parking Attendants was a cost of living raise. On vote the motion carried.

On motion by Mr. Joe Bishop, seconded by Mr. Craig Smith, to approve hiring one O.E.W.D. part-time, temporary construction instructor to assist with the on-site construction phase of our YouthBuild Program (Grant #YB-24695-13-60-A-22), effective April 1, 2015 through December 31, 2015, with costs to be paid

REGULAR JURY MEETING  
APRIL 13, 2015

out of the YouthBuild Grant or other O.E.W.D. funds as appropriate. On vote the motion carried.

On motion by Mr. Richard Vanderlick, seconded by Mr. Ollie Overton, to authorize the expenses of Mr. Tom Wells, Legal Counsel, to attend the Summer School for Lawyers in Destin, Florida in June 2015. On vote the motion carried.

On motion by Mr. Ollie Overton, seconded by Mr. Joe Bishop, to authorize a \$150.00 wage increase, per month, for the two Rapides Parish Police Jury workers at the Rapides Parish Health Unit, effective April 1, 2015, as requested by Dr. David Holcombe, Regional Medical Administrator for the Health Unit. On vote the motion carried.

On motion by Mr. Sean McGlothlin, seconded by Mr. Craig Smith, to receive the required report from Acadian Ambulance under the Contract for February, 2015:

Response Zone	Number of Responses	Required %	Compliance %
Alexandria - 8 minute	448	80%	87.05%
Pineville - 8 minute	173	80%	82.66%
Rapides - 12 minute	192	80%	90.10%
Rapides - 20 minute	164	80%	80.49%

On vote the motion carried.

On motion by Mr. Bubba Moreau, seconded by Mr. Joe Bishop, to authorize to enter into a Fire Protection District No. 4 mutual aid agreement with the Veterans Administration Hospital Fire Department, as recommended by the Holiday Village Volunteer Fire Department and authorize the President to sign same. On vote the motion carried.

On motion by Mr. Ollie Overton, seconded by Mr. Craig Smith, the following motion to purchase Eighteen (18) Self Contained Breathing Apparatus Systems at \$5,500.00 each using Webster Parish Fire District #7 Bid # 01-2014 and secure financing for Rapides Parish Fire District No. 6 as recommended by the Chief, Board, Purchasing Agent and Treasurer was presented and adopted:

A RESOLUTION REGARDING A LEASE AGREEMENT FOR  
THE PURPOSE OF PROCURING "SELF CONTAINED  
BREATHING APPARATUS"

WHEREAS, Rapides Parish Police Jury desires to enter into that certain Lease Purchase Agreement dated April 13, 2015 by and between Rapides Parish Police Jury and Government Capital Corporation for the purpose of procuring a "Self Contained Breathing Apparatus" For Fire District No. 6. The Police Jury desires to designate this Agreement as a "qualified tax exempt obligation" of Rapides Parish for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended. The Police Jury desires to designate Richard Billings, President, as an authorized signer of the Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF  
COMMISSIONERS OF THE RAPIDES PARISH POLICE JURY



REGULAR JURY MEETING  
APRIL 13, 2015

Section 1.

That the Rapides Parish Police Jury enters into a Lease Purchase Agreement with Government Capital Corporation for the purpose of procuring "Self Contained Breathing Apparatus" for Fire District No. 6.

Section 2.

That the Lease Purchase Agreement dated April 13, 2015 by and between the Rapides Parish Police Jury and Government Capital Corporation is designated by the District as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3.

That the Rapides Parish Police Jury designates Richard Billings, President, as an authorized signer of the Lease Purchase Agreement dated April 13, 2015, by and between the Rapides Parish Police Jury and Government Capital Corporation.

PASSED AND APPROVED by the Board of Commissioners of the Rapides Parish Police Jury in a meeting held on the 13th day of April, 2015.

On motion by Mr. Ollie Overton, seconded by Mr. Richard Vanderlick, to proclaim April 12-18, 2015 as National Public Safety Telecommunicator Week. On vote the motion carried.

On motion by Mr. Sean McGlothlin, seconded by Mr. Ollie Overton, that the following items were not considered by the Committee of the Jury but were posted on the agenda after the Committee Meeting and added to the Jury agenda in compliance with the Public Meetings Law and are now confirmed as having been added to the agenda by two-thirds vote:

Roll call vote was as follows:

YEAS: Richard Billings, Craig Smith, Davron "Bubba" Moreau, Joe Bishop, Richard Vanderlick, Oliver "Ollie" Overton, Jr., Sean McGlothlin and Scott Perry, Jr.

NAYS: none

ABSTAINED: none

ABSENT: Theodore Fountaine, Jr.

On roll call vote the motion carried.

On motion by Mr. Richard Vanderlick, seconded by Mr. Ollie Overton, the following proclamation was presented and on vote unanimously adopted:

PROCLAMATION

WHEREAS, the 47<sup>th</sup> Anniversary of the National Fair Housing Law, Title VIII of the Civil Rights Act of 1968 during the month of April, is an occasion for all Americans, individually and collectively, to rededicate themselves to the principle of freedom from housing discrimination wherever it exists; and

WHEREAS, this law guarantees each citizen the critical, personal element of freely choosing a home; and

WHEREAS, a fair housing law has been passed by the State of Louisiana,

REGULAR JURY MEETING  
APRIL 13, 2015

and implementation of the law requires the positive commitment, involvement, and support of each of our citizens; and

WHEREAS, the departments and agencies of the state of Louisiana are to provide leadership in the effort to make fair housing not just an idea, but an ideal for all our citizens; and

WHEREAS, barriers that diminish the rights and limit the options of any citizen to freely choose a home will ultimately diminish the rights and limit the options of all.

NOW THEREFORE, BE IT RESOLVED that the Rapides Parish Police Jury does hereby proclaim April 2015 as

FAIR HOUSING MONTH

in Rapides Parish, Louisiana, and does hereby encourage all citizens to abide by the letter and spirit of the Fair Housing Law, and ask the citizens of Rapides Parish to join in reaffirming the obligation and commitment to fair housing opportunities for all.

ADOPTED AND APPROVED on this 13th day of April, 2015.

On motion by Sean McGlothlin, seconded by Mr. Ollie Overton, to enter into an Intergovernmental Agreement with Rapides Parish Sewerage District No. 1 for the Rapides Parish Highway Department to provide the labor, equipment, and material for maintenance of the road leading to the Sewer Collection System, as requested by Rapides Parish Sewerage District No. 1 and all cost to be paid by the Sewerage District. On vote the motion carried.

On motion by Mr. Joe Bishop, seconded by Mr. Craig Smith, to enter into an Intergovernmental Agreement with the City of Pineville to overlay a portion of the Trinity Church Road, approximately 850 feet, within the Pineville city limits, not to exceed \$30,000.00, as a part of the Rapides Parish Police Jury Road Improvement Program, with all cost to be reimbursed by the City of Pineville. On vote the motion carried.

On motion by Mr. Joe Bishop, seconded by Mr. Bubba Moreau, the following resolution was presented and on vote unanimously adopted:

RESOLUTION

BE IT RESOLVED that the Rapides Parish Police Jury does hereby strongly oppose House Bill No. 523 proposed in the 2015 Louisiana Legislative Session which purposes to eliminate certain constitutional dedications and funding mandates, (Funds such as, but not limited to: supplements to the salaries of the Sheriff's Office and other law enforcements, fire protection officers, parish allocations of severance tax, Transportation Trust Fund and Parish Transportation Funds.);

BE IT FURTHER RESOLVED that a copy of this resolution to be sent to all the Louisiana Legislative Delegation, Louisiana Police Jury Association and all Parishes in Louisiana.

THUS PASSED AND APPROVED on this 13th day of April, 2015.

REGULAR JURY MEETING  
APRIL 13, 2015

On motion by Mr. Joe Bishop, seconded by Mr. Scott Perry, the following resolution was presented and on vote unanimously adopted:

RESOLUTION

BE IT RESOLVED that the Rapides Parish Police Jury does hereby strongly oppose House Bill No. 237 proposed in the 2015 Louisiana Legislative Session which purposes that the Registrar of Voters be appointed for a term concurrent with the term of the members of the parish governing authority making the appointment;

BE IT FURTHER RESOLVED that a copy of this resolution to be sent to all the Louisiana Legislative Delegation, Louisiana Police Jury Association and all Parishes in Louisiana.

THUS PASSED AND APPROVED on this 13th day of April, 2015.

On motion by Mr. Joe Bishop, seconded by Mr. Scott Perry, the following resolution was presented and on vote unanimously adopted:

RESOLUTION

BE IT RESOLVED that the Rapides Parish Police Jury does hereby strongly oppose House Bill No. 452 proposed in the 2015 Louisiana Legislative Session which is part of House Bill No. 237 and also purposes to prohibit the Registrar, Chief Deputy Registrar and confidential assistant of the Registrar from receiving an increase in salary under certain circumstances;

BE IT FURTHER RESOLVED that a copy of this resolution to be sent to all the Louisiana Legislative Delegation, Louisiana Police Jury Association and all Parishes in Louisiana.

THUS PASSED AND APPROVED on this 13th day of April, 2015.

On motion by Mr. Richard Vanderlick, seconded by Mr. Ollie Overton, to accept the agreement with Rapides Parish Sewer District No. 1 for the Rapides Parish Coliseum to get a reduction in rate from \$1,062.00 to \$300.00 monthly, effective May 1, 2015 for six months, while the Coliseum is in its construction phase. The Sewer District will evaluate the rates every six months until the project is complete. On vote the motion carried.

On motion by Mr. Craig Smith, seconded by Mr. Bubba Moreau, to enter into an Intergovernmental Agreement with the Buckeye Recreation District to give the Rapides Parish Police Jury the authority to levy their taxes. On vote the motion carried.

On motion by Mr. Richard Vanderlick, seconded by Mr. Ollie Overton, to adopt the following resolution to award the construction contract for a New Fire Station for Rapides Parish Fire District No. 15 (Taylor Hill):

At a regular meeting of the Rapides Parish Police Jury held on Monday, April 13, 2015, at which meeting a quorum was present, due notice of same having been made according to law, the following Resolution was adopted:

WHEREAS, the Rapides Parish Police Jury intends to construct the New

REGULAR JURY MEETING  
APRIL 13, 2015

Fire Station for Rapides Parish Fire District No. 15 (Taylor Hill); and;

WHEREAS, bids have been received for the New Fire Station for Rapides Parish Fire District No. 15 (Taylor Hill) and have been previously received and read aloud;

WHEREAS, the Rapides Parish Police Jury has received a recommendation from the Engineer that the contract be awarded to the lowest responsive, responsible bidder,

THEREFORE, BE IT RESOLVED, by the Rapides Parish Police Jury, that the contract be awarded, subject to the availability of funds, to the responsive, responsible low bidder as follows:

Durand Builders, LLC in the amount of \$ 297,446.00

AND, that the President is hereby authorized to sign all contract documents required.

And the Resolution is declared adopted on this the 13th day of April, 2015.

On motion by Mr. Ollie Overton, seconded by Mr. Sean McGlothlin, to announce that the Rapides Parish Police Jury Office, intends to levy the 2015 millage rate at a public meeting, to be held on June 8, 2015, at 3:00 p.m. at the Rapides Parish Courthouse, Police Jury Meeting Room, 701 Murray Street, 2nd Floor, Alexandria, Louisiana, 71301. (Revised Statute 42:19.1 enacted by Act 267 by the 2013 Legislative Session) On vote the motion carried.

On motion by Mr. Craig Smith, seconded by Mr. Joe Bishop, there being no further business, the meeting was adjourned at 4:11 p.m.

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Laurel Smith, Secretary  
Rapides Parish Police Jury

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Richard Billings, President  
Rapides Parish Police Jury