

**Minden City Council**  
**REGULAR SESSION**



**Tuesday, April 2, 2024 – 6:00 p.m.**  
**City Hall – Council Chambers**

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**AGENDA ITEMS**

**Prayer: Andy Pendergrass**  
**Pledge: Carlton Myles**

**Call Meeting to Order**  
**Welcome: Mayor Nick Cox**  
**Additions to Agenda:**  
**Public Comments**

**(To allow comments on any of the following items prior to action.)**

- (1) Adopt Minutes of Minden City Council Regular Session held on March 4, 2024**
- (2) Adopt Minutes of Minden City Council Special Session held on March 25, 2024**
- (3) Award Bid No. 02-2024 – Street Improvements Project**
- (4) Condemned Property – 604 Lee Street – Rosa Jackson**
- (5) Condemned Property – 1105 Linden Street – Essie Lee Carter Newman**
- (6) Appointment – Minden Main Street Program/Downtown Development Commission**
- (7) Adopt Resolution – Rescheduling the Minden City Council May 2024 Regular Session**
- (8) Adopt Resolution – Authorizing the City Clerk to Reserve Certain Funds in Order to Be Prepared for Any Emergencies in Electrical Rates and Expansions**
- (9) Adopt Resolution – Authorizing Mayor Cox to Execute a Cooperative Purchasing Agreement between the City of Minden and the Town of Benton Regarding Water Meters**
- (10) Adopt Resolution – Declaring Certain City of Minden Property as Surplus and Fixing the Terms of Sale (Boring Machine)**
- (11) Adopt Resolution – Adopting the City of Minden Working ARPA Budget**
- (12) Authority to Advertise for Bids for Working ARPA Budgeted Items**
- (13) Authority for Mayor Cox to Enter into Cooperative Endeavor Agreements between the City of Minden and the Department of the Treasury of the State of Louisiana**
- (14) Personnel – Minden Police Department Promotion**
- (15) Personnel – Minden Police Department New Hire**
- (16) Budget/Financial Report for February 2024**
- (17) Fire Report for March 2024**
- (18) Police Report for February 2024**

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**Announcements – Council Comments – Adjournment**

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*Minden Police Department – Presentation of Life Saving Awards to Officer Jordon Greer, Sergeant Mitch Hackett, and Sergeant Reece Tewell*

*Jerry Madden, President of the Galvez Chapter of the Louisiana Society of the Sons of the American Revolution – Presentation of Life Saving Award to Sergeant Reece Tewell*

**Minden City Council**  
**Regular Session**  
Tuesday, April 2, 2024  
Minden City Hall – Council Chambers

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**Agenda Fact Sheet**

**Agenda Item:**

( 1 ) Adopt Minutes of Minden City Council Regular Session held on March 4, 2024

**Discussion:**

See attached.

**Suggested Wording of Motion:**

“I move to adopt the minutes of the Minden City Council Regular Session held on March 4, 2024, as presented.”

MOTION: \_\_\_\_\_

SECOND: \_\_\_\_\_

AYE(S): \_\_\_\_\_

NAY(S): \_\_\_\_\_

ABSENCE(S): \_\_\_\_\_

ABSTENTION(S): \_\_\_\_\_

**PROCEEDINGS OF THE CITY OF MINDEN, STATE OF LOUISIANA, TAKEN  
IN REGULAR SESSION HELD ON MARCH 4, 2024**

The Minden City Council met at City Hall in Minden, Louisiana, beginning at 6:00 p.m. with the following members present: Mayor Nick Cox, Carlton Myles, Levon Thomas, Latasha Mitchell, Michael Roy, and Andy Pendergrass. Absence(s): None. Mayor Cox welcomed everyone to the meeting. Prayer was offered by Levon Thomas and the Pledge of Allegiance was led by Latasha Mitchell. It is noted for the record that Mayor Cox allowed both council and public comments prior to every vote.

Carlton Myles moved to adopt the minutes of the Minden City Council Regular Session held on February 5, 2024, as presented. The motion was duly seconded by Michael Roy and the vote was unanimously in favor. Abstention(s): None. Absence(s): None.

The following action was taken regarding condemned property:

Willie Combs, Jr.  
217 Main Street  
Minden, Louisiana 71055

217 Main Street  
Lots #58 & 59, Williamson Jones  
Survey of Minden in NE/4 of NE/4  
Sec. 28-19-9, Strip 20 x 130 ft. Adj.  
on West Side of Lot #58, Strip 10 x  
120 ft. Adj. on South Side of Lots  
#58 & 59 & Strip 10 x 130 ft. Adj.  
on East Side of Lot #59 in NE/4 of  
NE/4 Sec. 28-19-9 (Formerly Alleys)

With no party representing the property owner present at the time that this item was heard, Carlton Myles moved to authorize Mayor Cox to issue an order declaring the property condemned and further order the demolition of any structures located thereon and the cleaning of the lot within 60 days of March 4, 2024. The motion was duly seconded by Latasha Mitchell and the vote was unanimously in favor. Abstention(s): None. Absence(s): None.

The following action was taken regarding condemned property:

Essie Lee Carter Newman  
c/o Debra Sinville  
Post Office Box 19423  
Shreveport, Louisiana 71149

1105 Linden Street  
Lot #10, Blk. "U", Rosedale Subdiv.

With no party representing the property owner present at the time that this item was heard, Carlton Myles moved to authorize Mayor Cox to appoint a curator in this matter. The motion was duly seconded by Andy Pendergrass and the vote was unanimously in favor. Abstention(s): None. Absence(s): None.

The following action was taken regarding condemned property:

Lela Mae Washington Edwards 500 Front Street Minden, Louisiana 71055	406 Plateau Street Lot #1, Blk. "S", Harrell Heights & Strip 6 x 42 ft. Adj. (Formerly an Alley) in SW/4 of NW/4 Sec. 27-19- 9
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Tonkon Williams was present representing Lela Mae Washington Edwards' property. Carlton Myles moved to authorize Mayor Cox to issue an order declaring the property condemned and further order the demolition of any structures located thereon and the cleaning of the lot within 120 days of March 4, 2024. The motion was duly seconded by Michael Roy and the vote was as unanimously in favor. Abstention(s): None. Absence(s): None.

The following action was taken regarding condemned property:

Rosa Jackson 604 Lee Street Minden, Louisiana 71055	604 Lee Street South 25 ft. of Lots #6 & 7 & North 23 ft. of Lots #26 & 27, Blk. "11", Harrell Heights (Being a Lot 48 x 80 ft.)
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Eloise Sanders was present representing Rosa Jackson's property. Andy Pendergrass moved to table this matter until the Minden City Council April Regular Session. The motion was duly seconded by Michael Roy and the vote was unanimously in favor. Abstention(s): None. Absence(s): None.

Upon motion by Latasha Mitchell and duly seconded by Andy Pendergrass, the council unanimously awarded Bid No. 01-2024 – Construction of Minden Utilities & Control Center Office to the lowest qualified bidder meeting all requirements, Testament Construction Services, LLC. Abstention(s): None. Absence(s): None.

Upon motion by Andy Pendergrass and duly seconded by Carlton Myles, the council unanimously voted to table awarding Bid No. 02-2024 – Street Improvements Project until the Minden City Council April Regular Session. Abstention(s): None. Absence(s): None.

Latasha Mitchell moved to adopt a Resolution Declaring Certain City of Minden Property as Surplus and Fixing the Terms of Sale, as presented. This resolution is to surplus water meters. The motion was duly seconded by Michael Roy and the vote was unanimously in favor. Abstention(s): None. Absence(s): None.

Michael Roy moved to adopt a Resolution Rescheduling the Minden City Council April 2024 Regular Session, as presented. This resolution reschedules the Minden City Council April Regular Session from April 1, 2024 to April 2, 2024. The motion was duly seconded by Latasha Mitchell and the vote was unanimously in favor. Abstention(s): None. Absence(s): None.

Upon motion by Andy Pendergrass and duly seconded by Michael Roy, the council unanimously authorized Mayor Cox to execute an Engagement Agreement to retain the services of Katherine W. King of Kean Miller, LLP to serve as “outside counsel” for the City of Minden under the supervision of the City Attorney, subject to attorney review. Abstention(s): None. Absence(s): None.

Carlton Myles moved to authorize Mayor Cox to execute an Exchange Deed for the exchange of property between the City of Minden and the Webster Parish School Board, subject to attorney review. The motion was duly seconded by Latasha Mitchell and the vote was unanimously in favor. Abstention(s): None. Absence(s): None.

Michael Roy moved to decommission and level the Clerk Street Water Plant, subject to attorney approval. The motion was duly seconded by Levon Thomas and the vote was unanimously in favor. Abstention(s): None. Absence(s): None.

Upon motion by Carlton Myles and duly seconded by Latasha Mitchell, the council unanimously confirmed Branthony Brown as a full-time police officer in the Minden Police Department, subject to passing all applicable tests. Abstention(s): None. Absence(s): None.

City Clerk Melaney Langford presented the Budget/Financial Report for the month of January 2024. No motion was required.

Fire Chief Brian Williams presented the Fire Report for the month of February 2024. No motion was required.

The Police Report for the month of January 2024 was unanimously accepted, as presented, by motion of Michael Roy and second by Latasha Mitchell. Abstention(s): None. Absence(s): None.

Announcements and council comments were heard. The meeting was then adjourned.

Nick Cox, Mayor

ATTEST:

Melaney Langford, City Clerk

# Minden City Council

## Regular Session

Tuesday, April 2, 2024

Minden City Hall – Council Chambers

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### Agenda Fact Sheet

#### Agenda Item:

(2) Adopt Minutes of Minden City Council Special Session held on March 25, 2024

#### Discussion:

See attached.

#### Suggested Wording of Motion:

“I move to adopt the minutes of the Minden City Council Special Session held on March 25, 2024, as presented.”

MOTION: \_\_\_\_\_

SECOND: \_\_\_\_\_

AYE(S): \_\_\_\_\_

NAY(S): \_\_\_\_\_

ABSENCE(S): \_\_\_\_\_

ABSTENTION(S): \_\_\_\_\_

**PROCEEDINGS OF THE CITY OF MINDEN, STATE OF LOUISIANA, TAKEN  
IN SPECIAL SESSION HELD ON MARCH 25, 2024**

The Minden City Council met at City Hall in Minden, Louisiana, beginning at 4:30 p.m. with the following members present: Mayor Nick Cox, Carlton Myles, Levon Thomas, Latasha Mitchell, Michael Roy, and Andy Pendergrass. Absence(s): None. Mayor Cox welcomed everyone to the meeting. Prayer was offered by Michael Roy and the Pledge of Allegiance was led by Andy Pendergrass. It is noted for the record that Mayor Cox allowed both council and public comments prior to every vote.

Michael Roy moved to authorize the City Clerk to advertise for bids for the purchase of gasoline and diesel fuel for City-owned vehicles. The motion was duly seconded by Latasha Mitchell and the vote was unanimously in favor. Abstention(s): None. Absence(s): None.

Upon motion by Carlton Myles and duly seconded by Michael Roy, the council unanimously adopted a Resolution to Amend the City of Minden 2023-2024 Budget, as presented. Abstention(s): None. Absence(s): None.

There being no further business, the meeting was adjourned.

\_\_\_\_\_  
Nick Cox, Mayor

ATTEST:

\_\_\_\_\_  
Melaney Langford, City Clerk



**Minden City Council**  
**Regular Session**  
**Tuesday, April 2, 2024**  
**Minden City Hall – Council Chambers**

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**Agenda Fact Sheet**

**Agenda Item:**

( 3 ) Award Bid No. 02-2024 – Street Improvements Project

**Discussion:**

This item was tabled at the March 4, 2024 Minden City Council Regular Session.

This Street Improvements Project includes the following streets:

- FORT STREET – East Union Street to Sheppard Street
- GERMANTOWN ROAD – Kennon Street to Guy Miller Road
- TALTON STREET – East Street to East Union Street
- WEST STREET – Shreveport Road to Dead End
- CHANDLER STREET – Lewisville Road to Elm Street

**Suggested Wording of Motion:**

“I move to award Bid No. 02-2024 – Street Improvements Project to the lowest qualified bidder meeting all requirements, Benton & Brown, LLC.”

MOTION: \_\_\_\_\_ SECOND: \_\_\_\_\_

AYE(S): \_\_\_\_\_ NAY(S): \_\_\_\_\_

ABSENCE(S): \_\_\_\_\_ ABSTENTION(S): \_\_\_\_\_



**CITY OF MINDEN**  
**DEPARTMENT OF PUBLIC WORKS**

# Memorandum

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**TO:** Mayor Cox  
City Clerk

**DATE:** March 4, 2024

**FROM:** Tyler Wallace *Tw*

**SUBJECT:** Bid # 02-2024

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After reviewing the bids and upon the recommendation of Riley Company of Louisiana, Inc., I am recommending that BENTON & BROWN, LLC be awarded the contract for the City of Minden Bid No. 02-2024, 2024 Street Improvements Project. Benton & Brown, LLC is the lowest bidder and meets all requirements and specifications for this project.

# RILEY COMPANY

OF LOUISIANA, INC.  
CONSULTING ENGINEERS

112 EAST MISSISSIPPI AVE.  
P.O. DRAWER 1303  
RUSTON, LOUISIANA 71273

PAUL A. RILEY, P.E., PRESIDENT  
ROBERT C. MYERS, P.E.

PHONE: (318) 251-0238  
FAX: (318) 251-0239  
E-MAIL: [riley@rileyco.org](mailto:riley@rileyco.org)

FRANK W. MILLER, P.L.S.  
CLINTON CRUTCHFIELD, JR., P.L.S.  
DAVID HERRING, P.L.S.

March 4, 2024

Mr. Tyler Wallace  
Public Works Director  
City of Minden  
P. O. Box 580  
Minden, LA 71058

RE: City of Minden  
2024 Street Improvements Project  
Recommendation of Award  
Our File: 010-1062

Dear Mr. Wallace:

We have tabulated bids received on March 4, 2024 for the referenced project. Attached herewith is a copy of the bid tabulation.

The lowest responsive, responsible bidder is Benton and Brown, LLC of Minden, Louisiana in the amount of \$1,247,200.00. It is our recommendation that Notice of Award be issued to Benton and Brown, LLC in the amount of their low bid.

Please call me if you have questions. Thank you.

Sincerely,

RILEY COMPANY OF LOUISIANA, INC.

BY:   
Paul A. Riley, P.E.

PAR/snh

Enclosure

**CITY OF MINDEN**  
**2024 STREET IMPROVEMENTS PROJECT**  
**ENGINEERING PROJECT 1062**  
**BID DATE: MONDAY, March 4, 2024 @ 10:00 A.M.**

BID TABULATION				Benton and Brown	T.L. Construction
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE
1	Superpave Asphaltic Concrete (PG#64-22)	6,300	TON	\$140.00	\$188.00
3	Cold Planing Asphaltic Pavement	18,600	S.Y.	\$8.00	\$5.25
4	Adjust Water Valve	44	EA.	\$600.00	\$750.00
5	Adjust Sewer Manhole	40	EA.	\$1,200.00	\$1,300.00
6	Aggregate Surfacing for Shoulders	21,000	L.F.	\$4.00	\$3.50
7	Temporary Signs and Barricades	1	L.S.	\$29,000.00	\$15,000.00
8	Mobilization	1	L.S.	\$29,000.00	\$100,000.00
<b>TOTAL AMOUNT OF BASE BID</b>				<b>\$1,247,200.00</b>	<b>\$1,555,550.00</b>

**Minden City Council**  
**Regular Session**  
**Tuesday, April 2, 2024**  
**Minden City Hall – Council Chambers**

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**Agenda Fact Sheet**

**Agenda Item:**

(4) Condemned Property – 604 Lee Street

**Discussion:**

This item was tabled at the March 4, 2024 Minden City Council Regular Session.

See attached.

**Suggested Wording of Motion:**

- (A) “I move to authorize Mayor Cox to appoint a curator in this matter.”
  - (B) “I move to authorize Mayor Cox to issue an order declaring the property condemned and further order the demolition of any structures located thereon and the cleaning of the lot within \_\_\_\_\_ days of this date.”
- 

**Rosa Jackson – 604 Lee Street – District B**

The Building Official recommends Motion (B): “I move to authorize Mayor Cox to issue an order declaring the property condemned and further order the demolition of any structures located thereon and the cleaning of the lot within 30 days of this date.”

MOTION: \_\_\_\_\_ SECOND: \_\_\_\_\_

AYE(S): \_\_\_\_\_ NAY(S): \_\_\_\_\_

ABSENCE(S): \_\_\_\_\_ ABSTENTION(S): \_\_\_\_\_

# MEMORANDUM

*Building & Inspections Department*

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**TO:** MAYOR COX *NAC*  
**FROM:** BRENT COOLEY  
**DATE:** MARCH 25, 2024  
**SUBJECT:** CONDEMNATION – 604 LEE STREET

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RE: Condemnation 604 Lee Street for Rosa Jackson.

This matter was previously brought before the Council on March 4<sup>th</sup>, 2024. Andy Pendergrass made the motion to table the item to be brought back at the following Council Meeting scheduled April 2<sup>nd</sup>, 2024. The motion was duly seconded by Michael Roy and it carried unanimously.

Please ensure that this item be added to the Agenda.  
Let me know if you should have any questions.

Thanks.



*city of Minden*

Nick Cox, Mayor  
www.mindenusa.com

520 Broadway Street - P.O. Box 580 - Minden, LA 71058 - Telephone (318) 377-2144 - Fax (318) 371-4200

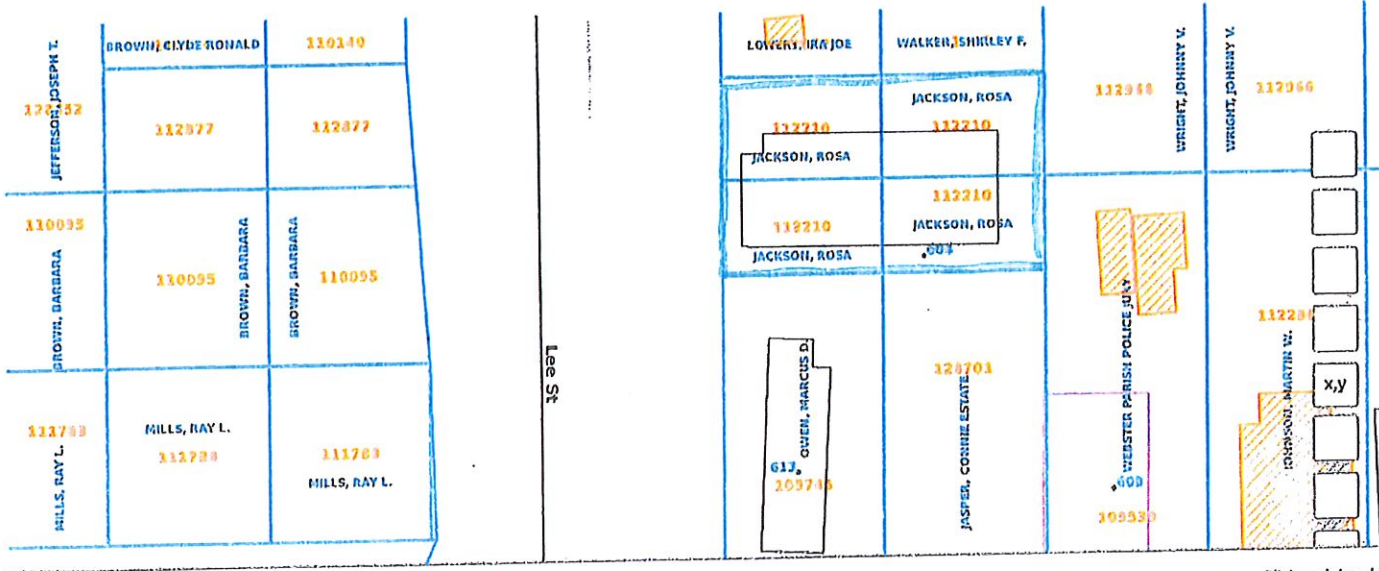
February 20, 2024

**604 Lee Street – Rosa Jackson**

**District B**

**Building Official's Recommendation:** Authorize the Mayor to issue an order declaring the property condemned and further order the demolition of any structures located thereon and the cleaning of the lot within 30 days of this date.





Click and drag in



Owner Name: JACKSON, ROSA  
 Physical Address:  
 Parcel Number: 112210  
 Subdivision: HARRELL HEIGHTS  
 PIN: S479026A011  
 Section: 27  
 Township / Range: T19N/R09W Sec 27  
 Quarter Quarter:  
 Parcel ID: 026A  
 Map Number: 27190903  
 Legal Description: SOUTH 25 FT. OF  
 LOTS #6 & 7 & NORTH 23 FT. OF LOTS  
 #26 & 27, BLK. 11, HARRELL HTS.  
 (BEING A LOT 48 X 80 FT.)  
 Assessed Value: 830.00000000  
 Sale Price:  
 Ward: 1-MN  
 City: MINDEN

Close Export

0 15 30ft



604 Lee St. 2/21/2024



city of *Minden*

Nick Cox, Mayor  
www.mindenusa.com

520 Broadway Street - P.O. Box 580 - Minden, LA 71058 - Telephone (318) 377-2144 - Fax (318) 371-4200

February 21, 2024

*CERTIFIED MAIL 7021 0950 0000 8782 6294*

Rosa Jackson  
604 Lee St.  
Minden, LA 71055

To whom it may concern:

In accordance with R.S. 33:4762, you are hereby notified that the Building Official for the City of Minden has submitted a written report recommending the demolition and removal of the building(s) or structure(s) owned by you and situated on the following described property, to-wit:

**Legal Description: SOUTH 25 FT. OF LOTS #6 & 7 & NORTH 23 FT. OF LOTS #26 & 27, BLK. "11", HARRELL HTS. (BEING A LOT 48 X 80 FT.)**

The above property has the municipal address of **604 Lee Street.**

**Property Owner: Rosa Jackson  
604 Lee Street  
Minden, LA 71055**

You are further notified to show just cause at the City Council meeting on the **4<sup>th</sup> day of March, 2024, at 6:00 p.m.** why the building(s) or structure(s) located on the above described property should not be condemned.

Yours truly,

Mayor Nick Cox  
City of Minden

cc: Building Official  
City Council  
City Attorney

# USPS Tracking®

Remove X

Tracking Number:

## 70210950000087826294

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### Latest Update

Your item has been delivered and is available at a PO Box at 9:27 am on February 28, 2024 in MINDEN, LA 71055.

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**USPS Tracking Plus®**

Feedback

#### Delivered

**Delivered, PO Box**

MINDEN, LA 71055  
February 28, 2024, 9:27 am

#### Arrived at Post Office

MINDEN, LA 71055  
February 28, 2024, 9:27 am

#### Vacant

MINDEN, LA 71055  
February 24, 2024, 8:09 am

#### Departed USPS Regional Facility

SHREVEPORT LA DISTRIBUTION CENTER  
February 23, 2024, 10:02 am

#### Arrived at USPS Regional Facility

SHREVEPORT LA DISTRIBUTION CENTER  
February 22, 2024, 7:09 pm

7021 0950 0000 8782 6294

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Certified Mail Fee	\$
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<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$

Postmark  
Here

Sent To	Rosa Jackson
Street and Apt. No., or PO Box No.	Coit Lee St
City, State, ZIP+4®	Minden, LA 71055

# Webster Parish Assessor 2024 Assessment Listing

**Parcel#**

112210

View on Map ([https://atlas.geoportalmaps.com/webster\\_public/q/Parcel?ASSESSNUM=112210](https://atlas.geoportalmaps.com/webster_public/q/Parcel?ASSESSNUM=112210))

**Primary Owner**

JACKSON, ROSA

**Mailing Address**

604 LEE ST  
MINDEN LA 71055

**Ward**

1-MN

**Type**

REAL ESTATE

**Legal**

SOUTH 25 FT. OF LOTS #6 & 7 & NORTH 23 FT. OF LOTS #26 & 27, BLK. "11", HARRELL HTS. (BEING A LOT 48 X 80 FT.)

**Physical Address**

604 LEE ST

## Parcel Items

Property Class	Assessed Value	Market Value	Units	Homestead
CITY LOTS	100	1,000	4.00	100
CITY RESIDENCE	730	7,300	1.00	730
<b>TOTAL</b>	<b>830</b>	<b>8,300</b>	<b>5.00</b>	<b>830</b>

## Ownership History

Homestead?	Name	Primary?	% Ownership	% Tax	From	To Address
YES	JACKSON, ROSA	YES	100.0000	100.0000	2/13/2006	

## Locations

Subdivision	Block	Lot	Section	Township	Range	Tract
HARRELL HEIGHTS	011	007A				
HARRELL HEIGHTS	011	006A				
HARRELL HEIGHTS	011	026A				
HARRELL HEIGHTS	011	027A				

## PARISH

Millage	Mills	Taxpayer Tax	Homestead Tax
03 PARISH TAX INSIDE	2.1300	0.00	1.76

**BUILDING MAINTENANCE INSPECTION REPORT  
CITY OF MINDEN**

Date 2/20/2024

Address 604 Lee Street Zone B4

Owner Rosa Jackson Agent \_\_\_\_\_

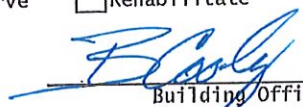
Owner's Address 604 Lee Street Phone # \_\_\_\_\_

Type Occupancy Residential No. of Occ. Units 1

	Need Major Repair	Need Minor Repair	Need To Be Installed	Need To Be Increased	Remarks
Electric Service	X				
Plumbing Drainage System	X				
Foundation Walls & Piers	X				
Unexcavated Area Vent/Drainage	X				
Exterior Walls & Columns	X				
Roof Rafters & Sheathing	X				
Roofing Material & Flashing	X				
Means of Egress	X				
Garbage & Rubbish Storage			X	X	
Room Sizes					
Ceiling Heights	X				
Ceiling Joist	X				
Partitions	X				
Doors & Hardware, Ext. & Int.	X				
Privacy of Bath & Bedrooms					
Window Openable Areas/Clearances					
Window Sash & Screens	X				
Window Frames	X				
Floor Framing & Flooring	X				
Interior Stairs	X				
Electric Panel	X				
Electric Lights & Switches	X				
Electric Convenience Outlets	X				
Mechanical Ventilation			X		
Heating Equipment	X				
Gas Piping	X				
Plumbing Fixtures	X				
Hot & Cold Water Dist. System	X				
Water Heater	X				
Free of Infestations	X				

Condition of Building Indicates:

Conserve     Rehabilitate     Demolish

  
\_\_\_\_\_  
Building Official

# Minden City Council

## Regular Session

Tuesday, April 2, 2024

Minden City Hall – Council Chambers

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### Agenda Fact Sheet

#### Agenda Item:

(5) Condemned Property – 1105 Linden Street

#### Discussion:

See attached.

#### Suggested Wording of Motion:

- (A) “I move to authorize Mayor Cox to appoint a curator in this matter.”
  - (B) “I move to authorize Mayor Cox to issue an order declaring the property condemned and further order the demolition of any structures located thereon and the cleaning of the lot within \_\_\_\_\_ days of this date.”
- 

#### Essie Lee Carter Newman – 1105 Linden Street – District A

Curator Report to be presented by Kitchens Law Firm

The Building Official recommends Motion (B): “I move to authorize Mayor Cox to issue an order declaring the property condemned and further order the demolition of any structures located thereon and the cleaning of the lot within 30 days of this date.”

MOTION: \_\_\_\_\_ SECOND: \_\_\_\_\_

AYE(S): \_\_\_\_\_ NAY(S): \_\_\_\_\_

ABSENCE(S): \_\_\_\_\_ ABSTENTION(S): \_\_\_\_\_



**M E M O R A N D U M**  
*Building & Inspections Department*

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**TO:** MAYOR COX *NAC*  
**FROM:** BRENT COOLEY  
**DATE:** MARCH 25, 2024  
**SUBJECT:** CONDEMNATION – 1105 LINDEN STREET

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RE: Condemnation 1105 Linden Street for Essie Lee Carter Newman.

This matter was previously brought before the Council on March 4<sup>th</sup>, 2024. Carlton Myles moved to authorize Mayor Cox to appoint a curator. The motion was duly seconded by Andy Pendergrass and it carried unanimously.

We have corresponded with Kitchens Law Firm and they will be present to represent the property owner at the next Minden City Council Meeting scheduled April 2<sup>nd</sup>, 2024.

Please ensure that this item be added to the Agenda.  
Let me know if you should have any questions.

Thanks.

Paul E. Kitchens  
Graydon K. Kitchens, III  
P. Nelson Smith, Jr.<sup>1</sup>

Graydon K. Kitchens, Sr. (1988)  
Robert F. Kennon, Sr. (1988)\*\*  
John B. Benton, Jr. (2009)  
Graydon K. Kitchens, Jr. (2022)\*

\*Judge, 26<sup>th</sup> Judicial District (1978-1995)  
\*\*48<sup>th</sup> Governor of Louisiana  
<sup>1</sup> Licensed in Louisiana and Mississippi



**KITCHENS**  
— LAW FIRM —

**Our Family Fighting For Your Family Since 1926.**

March 25, 2024

Mayor Nick Cox & Minden City Council  
City of Minden  
P.O. Box 580  
Minden, LA 71058

Re: Essie Lee Carter Newman; 1105 Linden Street, Minden, Louisiana

Dear Mayor Cox and City Council:

I was appointed on March 7, 2024 as Curator to represent Essie Lee Carter Newman in this condemnation proceedings.

I sent a certified letter to Essie Lee Carter Newman c/o Debra Sinville on March 13, 2024, in reference to the above styled and captioned matters. This letter was returned by the Post Office marked "Return to Sender", "Not Deliverable as Addressed" and "Unable to Forward". I am enclosing a copy of my letter together with the original of the envelope and green card with those notations from the Post Office attached.

I also sent the letter by regular mail and it was also returned with the same notations, a copy of that envelop is attached as well.

If you have any questions about this matter, I will be glad to answer them at the April 2, 2024 Council Meeting.

Thank you very much for appointing me to serve in this capacity.

Very Truly Yours,

KITCHENS LAW FIRM

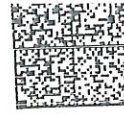
A handwritten signature in blue ink that reads "Paul E. Kitchens".

Paul E. Kitchens  
Bar Roll No. 07430  
[paul@kitchenslawfirm.com](mailto:paul@kitchenslawfirm.com)

PEK/smb  
cc: Samantha Oldemeyer [permits@mindenusa.com](mailto:permits@mindenusa.com)  
Mr. Brent Cooley [bcooley@mindenusa.com](mailto:bcooley@mindenusa.com)  
Enclosures

**KLF KITCHENS**  
— LAW FIRM —

420 Broadway Street • PO Box 740  
Minden, LA 71055



FIRST-CLASS MAIL  
IMI  
**\$008.93**  
03/13/2024 ZIP 71055  
043M31242420

US POSTAGE

*Return*  
*3/23/24*

*pc*

Essie Lee Carter Newman  
c/o Debra Sinville  
P.O. Box 19423

Shreveport, LA 71103 NIXIE 711 FE 1 0003/18/24

RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD

BC: 71058074040 \*1455-01059-18-26

71058>0740

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return this card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
Essie Lee Carter Newman  
c/o Debra Sinville  
P.O. Box 19423  
Shreveport, LA 71149



9590 9402 8368 3156 6393 65

2. Article Number (Transfer from service label)  
9589 0710 5270 1292 0216 02

PS Form 3811, July 2020 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
 Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type

<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail Restricted Delivery	<input checked="" type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Collect on Delivery Restricted Delivery	
<input type="checkbox"/> Insured Mail	
<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	

Domestic Return Receipt



KITCHENS  
- LAW FIRM -

420 Broadway Street • PO Box 740  
Minden, LA 71055

*bc*

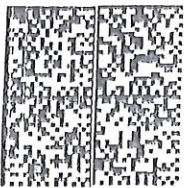
Essie Lee Carter Newman  
c/o Debra Sinville  
P.O. Box 19423

Shreveport, LA 71055

0003/18/24

RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD

UTL 8C: 71058074040 \*145-01055-18-35  
710580740



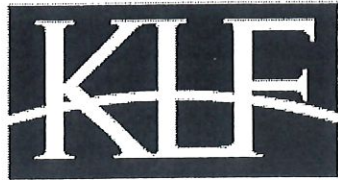
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US POSTAGE

Paul E. Kitchens  
Graydon K. Kitchens, III  
P. Nelson Smith, Jr.<sup>1</sup>

Graydon K. Kitchens, Sr. (1988)  
Robert F. Kennon, Sr. (1988)\*\*  
John B. Benton, Jr. (2009)  
Graydon K. Kitchens, Jr. (2022)\*

\*Judge, 26<sup>th</sup> Judicial District (1978-1995)  
\*\*48<sup>th</sup> Governor of Louisiana  
<sup>1</sup> Licensed in Louisiana and Mississippi



**KITCHENS**  
— LAW FIRM —

Our Family Fighting For Your Family Since 1926.

March 13, 2024

**CERTIFIED MAIL-RETURN RECEIPT REQUESTED**

Essie Lee Carter Newman  
c/o Debra Sinville  
P.O. Box 19423  
Shreveport, LA 71149

Essie Lee Carter Newman  
c/o Debra Sinville  
P.O. Box 19423  
Shreveport, LA 71149

Re: 1105 Linden Street, Minden, Louisiana

Dear Ms. Newman:

This letter will advise that I have been appointed curator ad hoc to represent you as an absentee owner of property located in Webster Parish, Minden, Louisiana. The property owned by you and situated at 1105 Linden Street, Minden, Louisiana, is more fully described as follows:

**LOT #10, BLK. "U", ROSEDALE SUBDIV.**

It has been brought to our attention by Building Inspector Mr. Brent Cooley, that this building or structure is in a dilapidated and dangerous condition which endangers the public welfare. He recommends the rehabilitation or demolition of this building or structure. The condemnation of the above described property will be heard by the Minden City Council at its next meeting on **April 2, 2024**.

If I do not hear from you within the aforementioned time period, then I assume that you have no objection to the condemnation of this property. Please be advised that you have the right to hire an attorney to represent you in this matter. I am enclosing herein a copy of the letter from the Building Inspector for your review.

Very Truly Yours,

KITCHENS LAW FIRM

*Paul E. Kitchens / smb*  
Paul E. Kitchens  
Bar Roll No. 07430  
[paul@kitchenslawfirm.com](mailto:paul@kitchenslawfirm.com)

PEK/smb

Enclosures

cc: Mayor Nick Cox  
Mr. Brent Cooley



city of *Minden*

Nick Cox, Mayor  
www.mindenusa.com

520 Broadway Street - P.O. Box 580 - Minden, LA 71058 - Telephone (318) 377-2144 - Fax (318) 371-4200

February 21, 2024

*CERTIFIED MAIL 7021 0950 0000 8782 6300*

Essie Lee Carter Newman  
c/o Debra Sinville  
P.O. Box 19423  
Shreveport, LA 71149

To whom it may concern:

In accordance with R.S. 33:4762, you are hereby notified that the Building Official for the City of Minden has submitted a written report recommending the demolition and removal of the building(s) or structure(s) owned by you and situated on the following described property, to-wit:

**Legal Description: LOT #10, BLK. "U", ROSEDALE SUBDIV.**

The above property has the municipal address of 1105 Linden Street.

**Property Owner:** Essie Lee Carter Newman  
c/o Debra Sinville  
P.O. Box 19423  
Shreveport, LA 71149

You are further notified to show just cause at the City Council meeting on the 4<sup>th</sup> day of March, 2024, at 6:00 p.m. why the building(s) or structure(s) located on the above described property should not be condemned.

Yours truly,

*Nicholas A. Cox*  
Mayor Nick Cox  
City of Minden

cc: Building Official  
City Council  
City Attorney

Tracking Number:

## 7021095000087826300

Remove X

Copy    Add to Informed Delivery (<https://informedelivery.usps.com/>)

### Latest Update

Your package is moving within the USPS network and is on track to be delivered to its final destination. It is currently in transit to the next facility.

#### Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Out for Delivery

Preparing for Delivery

#### Moving Through Network

**In Transit to Next Facility**

February 27, 2024

**Departed USPS Regional Facility**

SHREVEPORT LA DISTRIBUTION CENTER

February 23, 2024, 10:02 am

**Arrived at USPS Regional Facility**

SHREVEPORT LA DISTRIBUTION CENTER

February 22, 2024, 7:09 pm

Hide Tracking History

Feedback

What Do USPS Tracking Statuses Mean? (<https://faq.usps.com/s/article/Where-is-my-package>)

Tracking Number:

Remove X

## 70210950000087826300

Copy    Add to Informed Delivery (<https://informedelivery.usps.com/>)

### Latest Update

Your item has been delivered and is available at a PO Box at 11:04 am on March 6, 2024 in MINDEN, LA 71058.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Feedback

#### Delivered

Delivered, PO Box  
MINDEN, LA 71058  
March 6, 2024, 11:04 am

#### In Transit to Next Facility

February 27, 2024

#### Departed USPS Regional Facility

SHREVEPORT LA DISTRIBUTION CENTER  
February 23, 2024, 10:02 am

#### Arrived at USPS Regional Facility

SHREVEPORT LA DISTRIBUTION CENTER  
February 22, 2024, 7:09 pm

#### Hide Tracking History

What Do USPS Tracking Statuses Mean? (<https://faq.usps.com/s/article/Where-is-my-package>)



**BUILDING MAINTENANCE INSPECTION REPORT  
CITY OF MINDEN**

Date 2/20/2024

Address 1105 Linden St Zone R2

Owner Essie Lee Carter Newman Agent \_\_\_\_\_

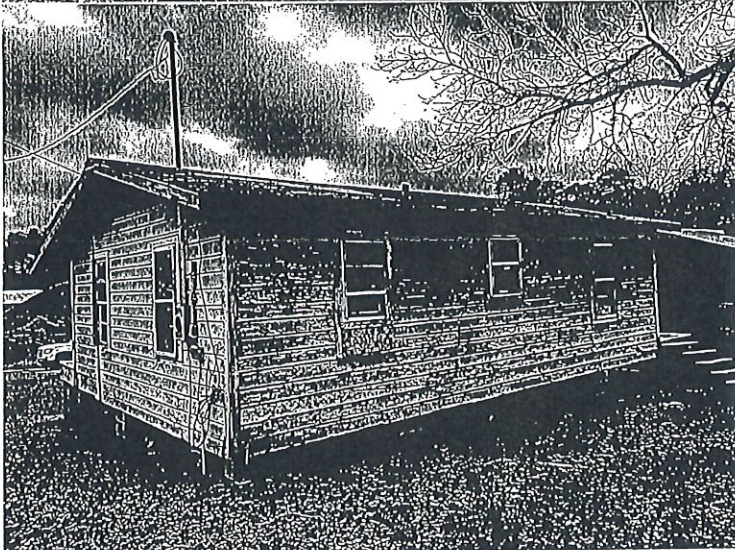
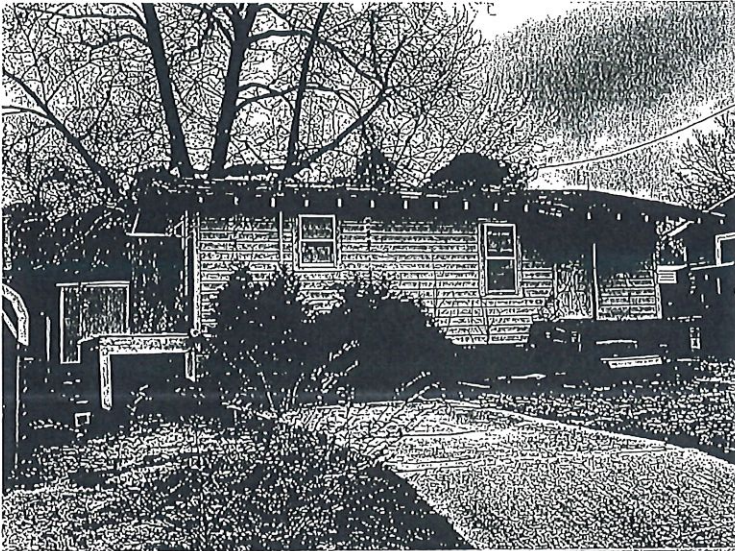
Owner's Address \_\_\_\_\_ Phone # \_\_\_\_\_

Type Occupancy Residential No. of Occ. Units 1

	Need Major Repair	Need Minor Repair	Need To Be Installed	Need To Be Increased	Remarks
Electric Service	X				
Plumbing Drainage System	X				
Foundation Walls & Piers		X			
Unexcavated Area Vent/Drainage	X				
Exterior Walls & Columns	X				
Roof Rafters & Sheathing		X			
Roofing Material & Flashing	X				
Means of Egress	X				
Garbage & Rubbish Storage			X		
Room Sizes					
Ceiling Heights					
Ceiling Joist		X			
Partitions		X			
Doors & Hardware, Ext. & Int.	X				
Privacy of Bath & Bedrooms					
Window Openable Areas/Clearances					
Window Sash & Screens	X				
Window Frames	X				
Floor Framing & Flooring		X			
Interior Stairs					
Electric Panel	X				
Electric Lights & Switches	X				
Electric Convenience Outlets	X				
Mechanical Ventilation			X		
Heating Equipment	X				
Gas Piping	X				
Plumbing Fixtures	X				
Hot & Cold Water Dist. System	X				
Water Heater	X				
Free of Infestations	X				

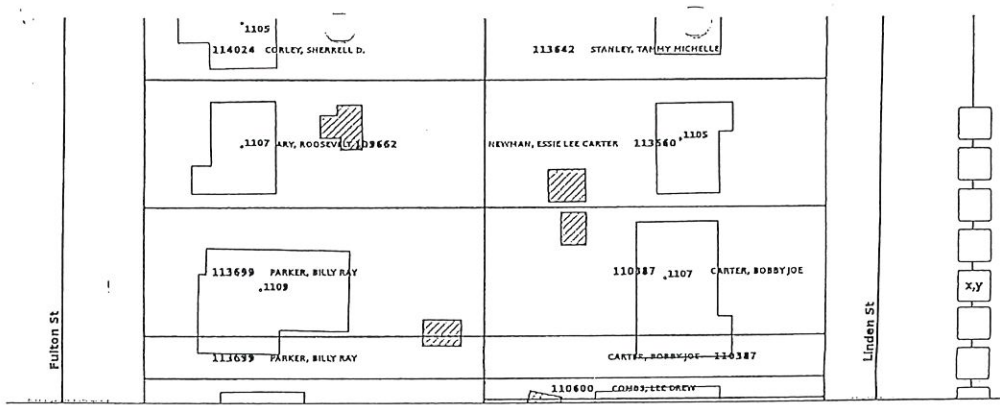
Condition of Building Indicates:  Conserve  Rehabilitate  Demolish

  
\_\_\_\_\_  
Building Official

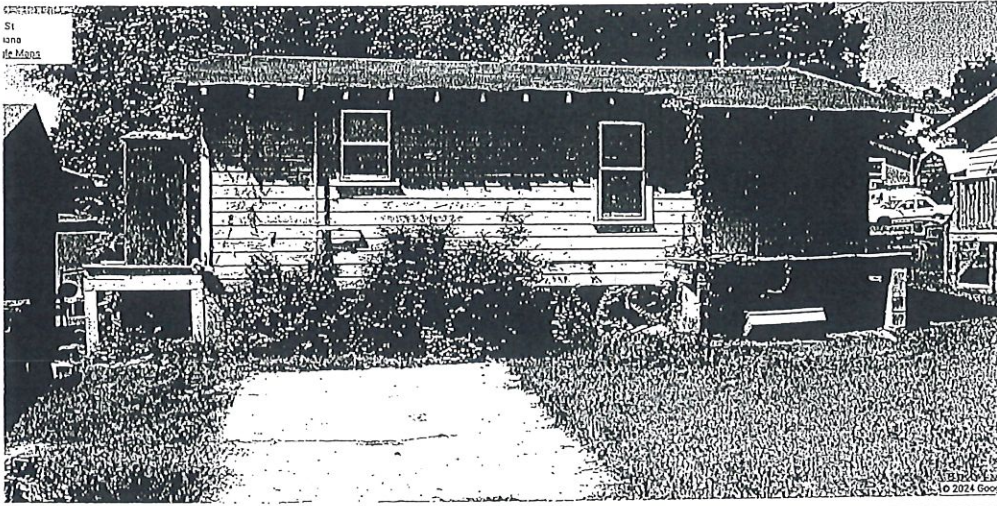


1105 Linden Street 2/21/2024

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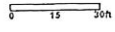
Click and drag in



**ESSIE LEE  
CARTER**

Owner Name: NEWMAN, ESSIE LEE  
 CARTER  
 Physical Address:  
 Parcel Number: 113560  
 Subdivision: ROSEDALE SUBDV  
 PIN: SB3901000U  
 Section: 27  
 Township / Range: T19N/R09W Sec 27  
 Quarter Quarter:  
 Parcel ID: 010  
 Map Number: 27190912  
 Legal Description: LOT #10, BLK. U.,  
 ROSEDALE SUBDIV.  
 Assessed Value: 990.00000000  
 Sale Price:

Close Export



# Webster Parish Assessor 2024 Assessment Listing

**Parcel#**

113560  
View on Map ([https://atlas.geoportalmaps.com/webster\\_public/q/Parcel?ASSESSNUM=113560](https://atlas.geoportalmaps.com/webster_public/q/Parcel?ASSESSNUM=113560))

**Primary Owner**

NEWMAN, ESSIE LEE CARTER

**Mailing Address**

C/O DEBRA SINVILLE  
P O BOX 19423  
SHREVEPORT LA 71149

**Ward**

1-MN

**Type**

REAL ESTATE

**Legal**

LOT #10, BLK. "U", ROSEDALE SUBDIV.

**Physical Address**

1105 LINDEN ST

**Parcel Items**

Property Class	Assessed Value	Market Value	Units	Homestead
CITY LOTS	100	1,000	1.00	0
CITY RESIDENCE	890	8,900	1.00	0
<b>TOTAL</b>	<b>990</b>	<b>9,900</b>	<b>2.00</b>	<b>0</b>

**Ownership History**

Homestead?	Name	Primary?	% Ownership	% Tax	From	To Address
NO	NEWMAN, ESSIE LEE CARTER	YES	100.0000	100.0000	2/13/2006	

**Locations**

Subdivision	Block	Lot	Section	Township	Range	Tract
ROSEDALE SUBDV	00U	010				

**PARISH**

Millage	Mills	Taxpayer Tax	Homestead Tax
03 PARISH TAX INSIDE	2.1300	2.11	0.00
04 CONSOL PARISH	51.4400	50.92	0.00
16 ROAD DIST A	2.6200	2.59	0.00
14 S W IND DIST	0.0000	0.00	0.00

Paul E. Kitchens  
Graydon K. Kitchens, III  
P. Nelson Smith, Jr.<sup>1</sup>

Graydon K. Kitchens, Sr. (1988)  
Robert F. Kennon, Sr. (1988)\*\*  
John B. Benton, Jr. (2009)  
Graydon K. Kitchens, Jr. (2022)\*

\*Judge, 26<sup>th</sup> Judicial District (1978-1995)

\*\*48<sup>th</sup> Governor of Louisiana

<sup>1</sup> Licensed in Louisiana and Mississippi



**KITCHENS**  
— LAW FIRM —

**Our Family Fighting For Your Family Since 1926.**

March 13, 2024

Mr. Brent Cooley  
City of Minden  
P.O. Box 580  
Minden, LA 71058

Re: 1105 Linden Street-Essie Lee Carter Newman

Dear Mr. Cooley:

This letter will acknowledge receipt of your correspondence of March 7, 2024 regarding the property owned by Essie Lee Carter Newman. I am sending a letter, return receipt requested, and also a letter by regular mail to Essie Lee Carter Newman in the hopes that she will have receipt of same and I would have been returned the green card by the City Council Meeting date of April 2, 2024. I have calendared this meeting and will be happy to provide my curator report on this date assuming I receive the green card in a timely fashion.

Thank you for this opportunity to serve as Curator.

Very Truly Yours,

KITCHENS LAW FIRM

*Paul E. Kitchens / smb*

Paul E. Kitchens  
Bar Roll No. 07430  
[paul@kitchenslawfirm.com](mailto:paul@kitchenslawfirm.com)

PEK/smb  
enclosures



city of *Minden*

Nick Cox, Mayor  
www.mindenusa.com

520 Broadway Street - P.O. Box 580 - Minden, LA 71058 - Telephone (318) 377-2144 - Fax (318) 371-4200

March 7, 2024

Kitchens Law Firm  
P. O. Box 740  
Minden, LA 71058

**Subject: Condemned City Properties**

Dear Sirs:

The City would like to appoint you as curator to represent the owners of the following condemned properties:

- **1105 Linden Street – Essie Lee Carter Newman**

The City would like to take action on this matter at the April 2<sup>nd</sup>, 2024, Council Session.

Please advise me at your earliest convenience with your comments.

Yours truly,

Brent Cooley  
Building Official

cc: City Council  
Jimbo Yocom, City Attorney  
Nick Cox, Mayor

Enclosure: All pertinent information on the subject properties

**Minden City Council**  
**Regular Session**  
**Tuesday, April 2, 2024**  
**Minden City Hall – Council Chambers**

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**Agenda Fact Sheet**

**Agenda Item:**

(b) Appointment – Minden Main Street Program/Downtown Development Commission

**Discussion:**

Appointment of Brian Meeker to fill the unexpired term of Tiffany Washington-Johnson. His term will expire on 09/08/2025.

See attached.

**Suggested Wording of Motion:**

“Upon the recommendation of Main Street Director Taylor Wren, I move to approve the appointment of Brian Meeker to the Minden Main Street Program/Downtown Development Commission to fill the vacant term, as presented.”

MOTION: \_\_\_\_\_ SECOND: \_\_\_\_\_

AYE(S): \_\_\_\_\_ NAY(S): \_\_\_\_\_

ABSENCE(S): \_\_\_\_\_ ABSTENTION(S): \_\_\_\_\_



MINDEN MAIN STREET  
P. O. BOX 580 MINDEN, LA 71058-0580  
318-371-4258  
TAYLOR WREN, DOWNTOWN DEVELOPMENT DIRECTOR

March 26, 2024

Mayor Nicholas Cox  
City of Minden  
P. O. Box 580  
Minden, LA 71058

Dear Mayor Cox:

Due to the early resignation of one of our members, there is a vacancy on the Minden Main Street/Downtown Development Board.

I would like to recommend the appointment of Mr. Brian Meeker to fill this unexpired term. Mr. Meekers term will expire September 8, 2025.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Taylor Wren".

Taylor Wren  
Main Street



**Minden City Council**  
**Regular Session**  
Tuesday, April 2, 2024  
Minden City Hall – Council Chambers

---



**Agenda Fact Sheet**

**Agenda Item:**

(7) Adopt Resolution – Rescheduling the Minden City Council May 2024 Regular Session

**Discussion:**

Mayor Cox respectfully requests that the Minden City Council consider rescheduling the Minden City Council May 2024 Regular Session from 6:00 p.m. on May 6, 2024 to 5:00 p.m. on May 6, 2024.

**Suggested Wording of Motion:**

“I move to adopt a Resolution Rescheduling the Minden City Council May 2024 Regular Session, as presented.”

MOTION: \_\_\_\_\_ SECOND: \_\_\_\_\_

AYE(S): \_\_\_\_\_ NAY(S): \_\_\_\_\_

ABSENCE(S): \_\_\_\_\_ ABSTENTION(S): \_\_\_\_\_

**RESOLUTION**

**A RESOLUTION RESCHEDULING THE  
MINDEN CITY COUNCIL MAY 2024 REGULAR SESSION**

**WHEREAS**, the Minden City Council May 2024 Regular Session is currently scheduled for 6:00 p.m. on May 6, 2024.

**WHEREAS**, requests have been made to reschedule the Minden City Council May 2024 Regular Session for 5:00 p.m. on May 6, 2024.

**BE IT RESOLVED** that the Minden City Council May 2024 Regular Session is hereby rescheduled from 6:00 p.m. on May 6, 2024 to 5:00 p.m. on May 6, 2024.

The aforesaid resolution, having been submitted to a vote by motion and second of \_\_\_\_\_ and \_\_\_\_\_, respectively, was voted on as follows:

AYE(S):

NAY(S):

ABSENCE(S):

ABSTENTION(S):

**WHEREUPON**, the resolution was declared adopted on the \_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Nicholas A. Cox, Mayor

**CERTIFICATE**

I, Melaney Langford, Clerk of the City Council of the City of Minden, Louisiana, hereby certify that the above and foregoing Resolution is a true and correct copy of same as adopted by the Mayor and Council of the City of Minden on the \_\_\_ day of \_\_\_\_\_, 2024.

Given under my official signature and seal of office this \_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Melaney Langford, City Clerk

# Minden City Council

## Regular Session

Tuesday, April 2, 2024

Minden City Hall – Council Chambers

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### Agenda Fact Sheet

#### Agenda Item:

- (8) Adopt Resolution – Authorizing the City Clerk to Reserve Certain Funds in Order to Be Prepared for Any Emergencies in Electrical Rates and Expansions

#### Discussion:

See attached.

#### Suggested Wording of Motion:

“I move to adopt a Resolution Authorizing the City Clerk to Reserve Certain Funds in Order to Be Prepared for Any Emergencies in Electrical Rates and Expansions, as presented.”

MOTION: \_\_\_\_\_ SECOND: \_\_\_\_\_

AYE(S): \_\_\_\_\_ NAY(S): \_\_\_\_\_

ABSENCE(S): \_\_\_\_\_ ABSTENTION(S): \_\_\_\_\_

**RESOLUTION**

**A RESOLUTION AUTHORIZING THE CITY CLERK TO RESERVE CERTAIN FUNDS IN ORDER TO BE PREPARED FOR ANY EMERGENCIES IN ELECTRICAL RATES AND EXPANSIONS**

**WHEREAS**, the City of Minden entered into a 20-year contract in which Southwestern Electric Power Company will supply Requirements Service to the City of Minden at cost-based rates; and

**WHEREAS**, it is in the best interest of the City, in order to be prepared for any emergencies in electrical rates and expansions, to reserve \$2.5 million of electrical fund assets in an interest bearing account designated specifically for these purposes; and

**WHEREAS**, after five years, or in the case the city council declares an emergency situation during said five years, these designated funds may be used for electrical system improvements upon city council approval;

**NOW, THEREFORE, BE IT RESOLVED** that the mayor is authorized to reserve \$2.5 million of electrical fund assets in an interest bearing account to be used specifically for any emergencies in electrical rates and expansions; and

**BE IT FURTHER RESOLVED**, upon council approval and after a five-year period, these designated funds, or balance thereof, may be used for electrical system improvements.

The aforesaid resolution, having been submitted to a vote by motion and second of \_\_\_\_\_ and \_\_\_\_\_, respectively, was voted on as follows:

AYE(S):

NAY(S):

ABSENCE(S):

ABSTENTION(S):

**WHEREUPON**, this resolution was declared adopted on the \_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Nicholas A. Cox, Mayor

ATTEST:

\_\_\_\_\_  
Melaney Langford, City Clerk

# Minden City Council

## Regular Session

Tuesday, April 2, 2024

Minden City Hall – Council Chambers

---



### Agenda Fact Sheet

#### Agenda Item:

- (9) Adopt Resolution – Authorizing Mayor Cox to Execute a Cooperative Purchasing Agreement between the City of Minden and the Town of Benton Regarding Water Meters

#### Discussion:

This agreement is for the sale of thirty-seven (37) ¾-inch water meters and twenty-seven (27) 1-inch water meters.

See attached.

#### Suggested Wording of Motion:

“I move to adopt a Resolution Authorizing Mayor Cox to Execute a Cooperative Purchasing Agreement between the City of Minden and the Town of Benton Regarding Water Meters, as presented.”

MOTION: \_\_\_\_\_

SECOND: \_\_\_\_\_

AYE(S): \_\_\_\_\_

NAY(S): \_\_\_\_\_

ABSENCE(S): \_\_\_\_\_

ABSTENTION(S): \_\_\_\_\_

**RESOLUTION**

**RESOLUTION AUTHORIZING MAYOR COX TO EXECUTE A COOPERATIVE PURCHASING AGREEMENT BETWEEN THE CITY OF MINDEN AND THE TOWN OF BENTON REGARDING WATER METERS**

WHEREAS, the City of Minden, Louisiana intends to enter into a Cooperative Purchasing Agreement with the Town of Benton, Louisiana for the sale of thirty-seven (37) ¾-inch water meters and twenty-seven (27) 1-inch water meters in order to help the Town of Benton, Louisiana further their water system service needs; and

THEREFORE, BE IT RESOLVED THAT, Nicholas A. Cox, Mayor, on behalf of the City of Minden, be empowered, directed, and authorized to sign any and all documents on behalf of the Cooperative Purchasing Agreement with the Town of Benton for: thirty-seven (37) ¾-inch water meters and twenty-seven (27) 1-inch water meters.

The aforesaid resolution, having been submitted to a vote by motion and second of \_\_\_\_\_ and \_\_\_\_\_, respectively, was voted on as follows:

AYE(S):

NAY(S):

ABSENCE(S):

ABSTENTION(S):

WHEREUPON, the resolution was declared adopted on the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Nicholas A. Cox, Mayor

ATTEST:

\_\_\_\_\_  
Melaney Langford, City Clerk

STATE OF LOUISIANA

PARISH OF WEBSTER

**COOPERATIVE PURCHASING AGREEMENT BETWEEN  
THE CITY OF MINDEN AND THE TOWN OF BENTON**

On this \_\_\_\_ day of \_\_\_\_\_, 2024, the City of Minden, Louisiana, represented herein by Nicholas A. Cox, its Mayor, and the Town of Benton, Louisiana, represented herein by Shelly Horton, Jr., its Mayor, do hereby enter into this Cooperative Purchasing Agreement to serve the public for the purposes hereinafter declared.

**WITNESSETH**

**WHEREAS**, the Town of Benton and the City of Minden both desire to provide dependable water systems; and

**WHEREAS**, the Town of Benton is interested in purchasing thirty-seven (37) ¾-inch water meters and twenty-seven (27) 1-inch water meters from the City of Minden; and

**WHEREAS**, the City of Minden is interested in selling thirty-seven (37) ¾-inch water meters and twenty-seven (27) 1-inch water meters to the Town of Benton; and

**WHEREAS**, the Town of Benton agrees to hold harmless the City of Minden in the event of any injury or damage resulting from any act performed with said thirty-seven (37) ¾-inch water meters and twenty-seven (27) 1-inch water meters while in their possession or in the possession of any future owner.

**NOW, THEREFORE**, the Town of Benton, Louisiana and the City of Minden, Louisiana hereby enter into this cooperative purchasing agreement for thirty-seven (37) ¾-inch water meters and twenty-seven (27) 1-inch water meters.

WITNESS:

CITY OF MINDEN

\_\_\_\_\_

By: \_\_\_\_\_  
Nicholas A. Cox, Mayor

Print: \_\_\_\_\_

\_\_\_\_\_

Print: \_\_\_\_\_

WITNESS:

TOWN OF BENTON

\_\_\_\_\_

By: \_\_\_\_\_  
Shelly Horton, Jr., Mayor

Print: \_\_\_\_\_

\_\_\_\_\_

Print: \_\_\_\_\_

# Minden City Council

## Regular Session

Tuesday, April 2, 2024

Minden City Hall – Council Chambers

---



### Agenda Fact Sheet

#### Agenda Item:

- (10) Adopt Resolution – Declaring Certain City of Minden Property as Surplus and Fixing the Terms of Sale (Boring Machine)

#### Discussion:

See attached.

#### Suggested Wording of Motion:

“I move to adopt a Resolution Declaring Certain City of Minden Property as Surplus and Fixing the Terms of Sale, as presented.”

MOTION: \_\_\_\_\_

SECOND: \_\_\_\_\_

AYE(S): \_\_\_\_\_

NAY(S): \_\_\_\_\_

ABSENCE(S): \_\_\_\_\_

ABSTENTION(S): \_\_\_\_\_



**RESOLUTION**

**A RESOLUTION DECLARING CERTAIN CITY OF MINDEN  
PROPERTY AS SURPLUS AND FIXING THE TERMS OF SALE**

WHEREAS, the following City of Minden property has been taken out of service and has no foreseeable use in the future:

- Description(s):        One (1) Belshe Trailer, VIN #16JF0162671043776
- One (1) Ditch Witch Jet Trac, VIN #CMWJT520V70000158, with  
                                 the following:
- FM5 Mud-Mixing System, VIN #CMWFM5XXJ70000442
  - Tracker, 752T, Inventory #8264809
  - Display, 752D, Inventory #8258987
  - Transmitter, Inventory #8266850

**BE IT RESOLVED** that:

- a. The above-mentioned inventory be declared surplus property.
- b. The minimum bid be set at \$50,000.00.
- c. The high bidder be responsible for collecting items from the designated (by the City of Minden) location.

Bids for the Belshe Trailer, Ditch Witch, and accessories will be received online through <https://www.govdeals.com> until 10:00 a.m. on April 30, 2024.

The aforesaid resolution, having been submitted to a vote by motion and second of \_\_\_\_\_ and \_\_\_\_\_, respectively, was voted on as follows:

AYE(S):

NAY(S):

ABSENCE(S):

ABSTENTION(S):

**WHEREUPON**, the resolution was declared adopted on the \_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Nicholas A. Cox, Mayor

**CERTIFICATE**

I, Melaney Langford, Clerk of the City Council of the City of Minden, Louisiana, hereby certify that the above and foregoing Resolution is a true and correct copy of same as adopted by the Mayor and Council of the City of Minden on the \_\_\_ day of \_\_\_\_\_, 2024.

Given under my official signature and seal of office this \_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Melaney Langford, City Clerk

# Minden City Council

## Regular Session

Tuesday, April 2, 2024

Minden City Hall – Council Chambers

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### Agenda Fact Sheet

#### Agenda Item:

(11) Adopt Resolution – Adopting the City of Minden Working ARPA Budget

#### Discussion:

The following projects are included in the working ARPA Budget:

Public Works Control Center – Phase 2

Animal Shelter

Parks & Recreation Department

A/V Equipment – Civic Center

Community House Remodeling

Shreveport Road Water Main

Airport Hangars

City Cleanup and Condemnations

See attached.

#### Suggested Wording of Motion:

“I move to adopt a Resolution Adopting the City of Minden Working ARPA Budget, as presented.”

MOTION: \_\_\_\_\_

SECOND: \_\_\_\_\_

AYE(S): \_\_\_\_\_

NAY(S): \_\_\_\_\_

ABSENCE(S): \_\_\_\_\_

ABSTENTION(S): \_\_\_\_\_

**RESOLUTION**

**A RESOLUTION ADOPTING THE  
CITY OF MINDEN WORKING ARPA BUDGET**

**WHEREAS**, the City of Minden working ARPA Budget has been prepared and includes the following items: phase two of the Public Works Control Center, the animal shelter, the Parks and Recreation Department, A/V equipment for the Civic Center, remodeling at the Community House, the water main on Shreveport Road, airport hangars, and city cleanup and condemnations.

**NOW, THEREFORE**, be it resolved that the City of Minden working ARPA Budget is adopted.

The foregoing resolution, having been submitted to a vote by motion and second of \_\_\_\_\_ and \_\_\_\_\_, respectively, was voted on as follows:

AYE(S):

NAY(S):

ABSENCE(S):

ABSTENTION(S):

**WHEREUPON**, the resolution was declared adopted on this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Nicholas A. Cox, Mayor

**CERTIFICATE**

I, Melaney Langford, City Clerk for the City of Minden, Louisiana, hereby certify that the above and foregoing resolution is a true and correct copy of the same adopted by the Mayor and Council of the City of Minden on the \_\_\_\_ day of \_\_\_\_\_, 2024.

Given under my official signature and seal of this office on this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Melaney Langford, City Clerk

# Minden City Council

## Regular Session

Tuesday, April 2, 2024

Minden City Hall – Council Chambers

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### Agenda Fact Sheet

#### Agenda Item:

(12) Authority to Advertise for Bids for Working ARPA Budgeted Items

#### Discussion:

The following projects are included in the working ARPA Budget:

- Public Works Control Center – Phase 2
- Animal Shelter
- Parks & Recreation Department
- A/V Equipment – Civic Center
- Community House Remodeling
- Shreveport Road Water Main
- Airport Hangars
- City Cleanup and Condemnations

#### Suggested Wording of Motion:

“I move to authorize the City Clerk to advertise for bids for working ARPA Budgeted items.”

MOTION: \_\_\_\_\_

SECOND: \_\_\_\_\_

AYE(S): \_\_\_\_\_

NAY(S): \_\_\_\_\_

ABSENCE(S): \_\_\_\_\_

ABSTENTION(S): \_\_\_\_\_

Proposed Arpa Budget

**Encumbered**

PWCC Phase 1 \$ 800,000.00

<b><u>Proposed</u></b>	
PWCC Phase 2	\$ 550,000.00
Animal Shelter	\$ 400,000.00
Rec Department	\$ 750,000.00
A/V Equip Civic Center	\$ 100,000.00
Remodel Community House	\$ 100,000.00
Shreve Water Main	\$ 650,000.00
Airport Hangars	\$ 650,000.00
City Cleanup and Condemnations	\$ 100,000.00

\$ 4,100,000.00

# Minden City Council

## Regular Session

Tuesday, April 2, 2024

Minden City Hall – Council Chambers

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### Agenda Fact Sheet

#### Agenda Item:

- (13) Authority for Mayor Cox to Enter into Cooperative Endeavor Agreements between the City of Minden and the Department of the Treasury of the State of Louisiana

#### Discussion:

This item is in reference to legislative funds in the amount of \$100,000.00 and \$1,000,000.00 that the City of Minden was awarded by Act 397 of the 2023 Regular Legislative Session.

See attached.

#### Suggested Wording of Motion:

“I move to authorize Mayor Cox to enter into a Cooperative Endeavor Agreement between the City of Minden and the Department of the Treasury of the State of Louisiana.”

MOTION: \_\_\_\_\_ SECOND: \_\_\_\_\_

AYE(S): \_\_\_\_\_ NAY(S): \_\_\_\_\_

ABSENCE(S): \_\_\_\_\_ ABSTENTION(S): \_\_\_\_\_

STATE OF LOUISIANA  
COOPERATIVE ENDEAVOR AGREEMENT  
(Line Item Appropriation)

THIS COOPERATIVE ENDEAVOR, is made and entered into by and between the Louisiana Department of the Treasury and the State of Louisiana, hereinafter referred to as “State” and/or “Agency” and the **City of Minden** officially domiciled at **520 Broadway Street, Minden, Louisiana 71055**, hereinafter referred to as “Contracting Party”.

ARTICLE I

WITNESSETH:

1.1 WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that “for a public purpose, the state and its political subdivisions...may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;” and

1.2 WHEREAS, Acts of the 2023 Regular Legislative Session of the Louisiana Legislature, which were adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said Act **397** contains a line item appropriation within the Agency’s budget for the benefit of the **City of Minden** of which the sum of **ONE HUNDRED THOUSAND & NO/100 (\$100,000.00) DOLLARS** has been allocated for this program/project, as set forth in the Attachment A Plan, which is attached to this Agreement and made a part hereof;

1.3 WHEREAS, the Agency desires to cooperate with the Contracting Party in the implementation of the project as hereinafter provided;

1.4 WHEREAS, the public purpose is described as: provide for street improvements, Christmas decorations, and improvements to City of Minden Animal Control Facility;

1.5 WHEREAS, the Contracting Party has provided all required information in accordance with said Act of the 2023 Regular Legislative Session, if applicable and the Governor’s Executive Order JBE 2016 - 38 on accountability for line item appropriations; and is attached to this agreement and made part hereof by reference as “Attachment E.

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

**ARTICLE II**  
**SCOPE OF SERVICES**

2.1 The Contracting Party shall: improve the City streets, purchase new Christmas decorations, and make improvements to the City Animal Control Facility.

2.2 Deliverables: Hire a contractor to complete street improvements such as street striping, lighting improvements, and general street maintenance as funds permit. Engage in a City strategic plan between the City of Minden and the Delta Regional Authority. Minden is on the Holiday Trail of Lights, so we will purchase new Christmas decorations. The City of Minden will do much-needed improvements to the Minden Animal Shelter.

The Contracting Party will provide to the State written quarterly **Progress Reports (Attachment C)** outlining the Contracting Party's resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this Agreement and quarterly **Cost Reports (Attachment D)** which provide detailed cost information outlining the use of the above referenced appropriated funds. **Attachment C, Progress Report and Attachment D, Cost Report** are attached to this agreement and made part thereof by reference. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. These reports that are to be provided quarterly shall be due and delivered to the Agency on or before the 31<sup>st</sup> of October for the quarter ending September 30, the 31<sup>st</sup> day of January for the quarter ending December 31, the 30<sup>th</sup> day of April for the quarter ending March 31, and the 15<sup>th</sup> day July for the quarter ending June 30, there being no exceptions or waivers of this July reporting due date.

2.3 Budget: The **Budget** for this project is incorporated herein as **Attachment B** which is attached hereto and made a part hereof by reference and shows all anticipated revenues and expenditures provided by this cooperative endeavor. The **Budget** for this project shall not exceed the total sum of **ONE HUNDRED THOUSAND & NO/100 (\$100,000.00) DOLLARS** which sum shall be inclusive of all costs or expenses to be paid by the State in connection with the services to be provided under this agreement. This is the total sum that has been appropriated by the State for this program/project. No state funds shall be paid for any one phase of this Agreement that exceeds the **Budget** attached as "Attachment B", without the **prior** approval of the State. **Attachment B Page 2 - Staffing Chart and Attachment B Page 3 - Schedule of Professional and Other Contracting Services** are also attached hereto and made a part hereof by reference, and shall be fully completed by the Contracting Party for attachment to and inclusion as a part of this Agreement.

2.4 Disclosure and Certification Statement(s): **Attachment E - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of the Contracting Party. Additionally, the Contracting Party shall attach to this **Attachment E**, where applicable, the following: a) a copy of the board resolution authorizing execution of this Agreement on behalf of the Contracting Party, or other written authorization for such execution that may be appropriate, as the case may be; and, b) a copy of a Certificate of "Good Standing" from the Secretary of State. Additionally, as to all sub-contracting, sub-recipient parties shown and identified in **Attachment B Page 3** and any attachments thereto, **Attachment E-1 - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of each such sub-contracting, sub-recipient party, and shall have attached thereto, where applicable, the same attachments required for the Contracting Party in a) and b) of this paragraph. For public or quasi-public entities which are recipients under Acts of the 2023 Regular Legislative Session and which are not budget units of the State, no funds shall be transferred unless said Contracting



Party submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated use of the appropriation, an estimate of the duration of the project and a plan showing specific goal and objectives for the use of such funds, including measures of performance. This requirement will be met by Department of Treasury's submission of the approved budget (Attachment A and Attachment B) to the Legislative Auditor. The Contracting Party shall provide written reports every quarter to the funding agency concerning the use of the funds and the specific goals and objectives for the use thereof.

**2.5 The recipient assures that elected officials or their family members will not receive (directly or indirectly) any part of the funds awarded through this appropriation. State law defines "immediate family" as the term related to a public servant to mean children, the spouses of children, brothers and their spouses, sisters and their spouses, parents, spouse and the parents of a spouse. See R.S. 42:1101 et seq.**

### **ARTICLE III** **CONTRACT MONITOR**

**3.1** The Contract Monitor for this Agreement is the Local Government Fund Management Division of the Department of the Treasury.

**3.2** **Monitoring Plan:** During the term of this Agreement, the Contracting Party shall discuss with the State's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. The Contract Monitor shall review and analyze the Contracting Party's Plan to ensure the Contracting Party's compliance with the requirements of the Agreement.

The Contract Monitor shall also review and analyze the Contracting Party's written, **Attachment C-Progress Report** and **Attachment D-Cost Report** and any work product for compliance with the Scope of Services; and shall

1. Compare the Reports to Goals/Results and Performance Measures outlined in this Agreement to determine the progress made;
2. Contact the Contracting Party to secure any missing deliverables;
3. Maintain telephone and/or e-mail contact with the Contracting Party on Agreement activity and, if necessary, make visits to the Contracting Party's site in order to review the progress and completion of the Contracting Party's services, to assure that performance goals are being achieved, and to verify information when needed.
4. Assure that expenditures or reimbursements requested in **Attachment D-Cost Report** are in compliance with the approved **Goals in Attachment A Plan**. The Contract Monitor shall coordinate with the Agency's fiscal office for reimbursements to Contracting Party and shall contact the Contracting Party for further details, information for documentation when necessary.

Between required performance reporting dates, the Contracting Party shall inform the Contract Monitor of any problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. The Contracting Party's disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Party, and any assistance which may be needed to resolve the situation.

**ARTICLE IV**  
**PAYMENT TERMS**

4.1 Payment shall be made to the Contracting Party under the terms and conditions of one of the following plans (*Please check one*):

\_\_\_\_\_ **PLAN A:** Provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated.

\_\_\_\_\_ **PLAN B:** One initial payment limited to no more than 50% of the total line item appropriation shall be made to the Contracting Party in advance of services being performed **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan), and the Cooperative Endeavor Agreement is approved by the Office of State Procurement or other delegated authority. The balance of the appropriation will be paid provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. **Upon receipt of the 1<sup>st</sup> Quarter Progress and Cost Reports and approval thereof, the initial 50% payment will be applied and if such approved expenses exceed the initial payment, the difference will be forthcoming.**

\_\_\_\_\_ **PLAN C:** Payment of 100% of the line item appropriation shall be made to the Contracting Party in advance of purchasing equipment or other similar expenditures **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan) indicating that there is no other source of funding available to make the purchase to satisfy the goals and objectives of the project, and the Cooperative Endeavor Agreement is approved by the Office of State Procurement or other delegated authority.

4.2 Travel expenses, if any, shall be reimbursed only in the event that this Agreement provides for such reimbursement, such travel expenses are included in the Contracting Party's approved compensation, budget or allocated amount, and then only in accordance with Division of Administration Policy and Procedure Memorandum No. 49. Invoices and/or receipts for any pre-approved reimbursable expenses or travel expenses must be provided or attached to periodic invoices for reimbursement. If reimbursement is sought for meals, which under Memorandum No. 49 are based upon departure and return times and dates that are properly set forth on the State Travel Expense Report, the Contracting Party shall fully complete and submit such Travel Expense Report, attached hereto as **Attachment F**, in addition to all other required submissions, for such reimbursement.

4.3 Payments by the State under this Agreement will be allowed only for expenditures occurring between and including the dates of July 1, 2023 and June 30, 2024, and this project and all of the

Contracting Party's services shall be completed by that date. Payment is contingent upon the availability of sufficient collection of state sales tax revenues credited to the appropriate Fund and upon the approval of this Agreement by the Office of State Procurement or other delegated authority. Notwithstanding any provision hereof to the contrary, the Attachment C-Progress Report and Attachment D-Cost Report for any reporting period ending June 30, 2024, MUST, under all circumstances, be received by the Agency no later than July 15, 2024, in order for the Contracting Party to receive payment for reimbursement of expenses incurred and set forth herein.

Payments by the State under this Agreement will not be released or provided to the Contracting Party if, when, and long as, the Contracting Party fails or refuses to comply with the provisions of R.S. 24:513. No Contracting Party shall be considered to fail or refuse to comply with the provisions of R.S. 24:513 during any extension of time to comply granted by the legislative auditor to the Contracting Party.

4.4 The Contract Monitor shall monitor disbursements on a monthly basis. Under circumstances such that the recipient entity has not demonstrated substantial progress towards goals and objectives, based on established measures of performance, further disbursements shall be discontinued until substantial progress is demonstrated or the entity has justified, to the satisfaction of the Agency, reasons for the lack of progress. If the Agency determines that the recipient failed to use the Line Item Appropriation within the estimated duration of the project or failed to reasonably achieve its specific goals and objectives, without sufficient justification, the Agency shall demand that any unexpended funds be returned to the state treasury within 45 days of the demand unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget.

Likewise, if the Contracting Party defaults on the Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana it shall be required to repay the State within 45 days of the demand, unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. For public or quasi-public entities which are recipients under said Act of the 2023 Regular Legislative Session, the transferring Agency shall forward to the Legislative Auditor, the Division of Administration and the Joint Legislative Committee on the Budget a report showing specific data regarding compliance with this Section and collection of any unexpended funds. This report shall be submitted not later than May 1, 2024.

If the Contracting Party defaults on the agreement, breaches the terms of the agreement, or ceases to do business in Louisiana and does not return unexpended funds upon demand, the agreement shall be turned over to the Louisiana Department of Revenue, Office of Debt Recovery for collection purposes.

4.5 Taxes: The Contracting Party hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be the Contracting Party's obligation and identified under Federal tax identification number **72-6000902**.

**ARTICLE V**  
**TERMINATION FOR CAUSE**

5.1 The State may terminate this agreement for cause based upon the failure of the Contracting Party to comply with the terms and/or conditions of the Agreement; provided that the State shall give the Contracting Party written notice specifying the Contracting Party's failure. If within thirty (30) days after receipt of such notice, the Contracting Party shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contracting Party in default and the Agreement shall terminate on the date specified in such notice. The Contracting Party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement; provided that the Contracting Party shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

**ARTICLE VI**  
**TERMINATION FOR CONVENIENCE**

6.1 The State may terminate the agreement at any time by giving thirty (30) days written notice to the Contracting Party. Upon receipt of notice, the Contracting Party shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this agreement. The Contracting Party shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

**ARTICLE VII**  
**OWNERSHIP**

7.1 All records, reports, documents and other material delivered or transmitted to the Contracting Party by the State shall remain the property of the State, and shall be returned by Contracting Party to the State, at the Contracting Party's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this agreement and/or obtained or prepared by the Contracting Party in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contracting Party to the State at Contracting Party's expense at termination or expiration of this agreement.

**ARTICLE VIII**  
**ASSIGNMENT**

8.1 The Contracting Party shall not assign any interest in this agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to the Contracting Party from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

**ARTICLE IX**  
**FINANCIAL DISCLOSURE**

9.1 Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the Contracting Party is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives. This evaluation shall be based upon the progress reports and cost reports as provided and certified by the Contracting Party under the requirements of this agreement, as well as any site visits that may be made under the provisions this agreement, to ensure effective achievement of the goals and objectives.

**ARTICLE X**  
**AUDITOR'S CLAUSE**

10.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all records and accounts of the Contracting Party which relate to this Agreement.

10.2 The Contracting Party and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this agreement for a period of three years after the date of Treasury's acceptance of the final Cost and Progress Reports and documentation as required to be filed under Section 2.2 of the Agreement.

**ARTICLE XI**  
**AMENDMENTS IN WRITING**

11.1 Any alteration, variation, modification, or waiver of provisions of this agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the Director of the Office of State Procurement, Division of Administration, or other delegated authority **prior to the alteration, variation, modification or waiver of any provision of this Agreement.** This agreement may not be amended after the expiration date.

**ARTICLE XII**  
**FISCAL FUNDING CLAUSE**

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

**ARTICLE XIII**  
**TERM OF CONTRACT**

13.1 This Agreement shall begin on July 1, 2023 and shall terminate on June 30, 2024. Every effort should be made to complete the objectives of the agreement and incur approved expenses by June 30, 2024. There is no extension of the June 30, 2024 deadline without legislative action and approval.

**ARTICLE XIV**  
**DISCRIMINATION CLAUSE**

14.1 The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contracting Party agrees not to discriminate in its employment practices, and will render services under this contract without regard to age, race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**WITNESSES:**

**DEPARTMENT OF THE TREASURY**  
**STATE OF LOUISIANA**

\_\_\_\_\_

\_\_\_\_\_  
*Agency Head or designee*

\_\_\_\_\_

\_\_\_\_\_  
*Print Name and Title*

THUS DONE AND SIGNED AT Minden, Louisiana on the \_\_\_ day, of \_\_\_\_\_, 20\_\_\_\_\_.

**WITNESSES:**

**Contracting Party**

\_\_\_\_\_

\_\_\_\_\_  
*Authorized Person*

\_\_\_\_\_

\_\_\_\_\_  
Nicholas A. "Nick" Cox, Mayor  
*Print Name and Title*

STATE OF LOUISIANA  
COOPERATIVE ENDEAVOR AGREEMENT  
(Line Item Appropriation)

THIS COOPERATIVE ENDEAVOR, is made and entered into by and between the Louisiana Department of the Treasury and the State of Louisiana, hereinafter referred to as “State” and/or “Agency” and the **City of Minden** officially domiciled at **520 Broadway Street, Minden, Louisiana 71055**, hereinafter referred to as “Contracting Party”.

ARTICLE I

WITNESSETH:

1.1 WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that “for a public purpose, the state and its political subdivisions...may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;” and

1.2 WHEREAS, Acts of the 2023 Regular Legislative Session of the Louisiana Legislature, which were adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said Act **397** contains a line item appropriation within the Agency’s budget for the benefit of the **City of Minden** of which the sum of **ONE MILLION & NO/100 (\$1,000,000.00) DOLLARS** has been allocated for this program/project, as set forth in the Attachment A Plan, which is attached to this Agreement and made a part hereof;

1.3 WHEREAS, the Agency desires to cooperate with the Contracting Party in the implementation of the project as hereinafter provided;

1.4 WHEREAS, the public purpose is described as: improve the City streets through street striping, lighting improvements, and general street maintenance

1.5 WHEREAS, the Contracting Party has provided all required information in accordance with said Act of the 2023 Regular Legislative Session, if applicable and the Governor’s Executive Order JBE 2016 - 38 on accountability for line item appropriations; and is attached to this agreement and made part hereof by reference as “Attachment E.

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

**ARTICLE II**  
**SCOPE OF SERVICES**

2.1 The Contracting Party shall: Improve the City streets through street striping, lighting improvements, and general street maintenance

2.2 Deliverables: Hire a contractor to complete street improvements such as street striping, lighting improvements, and general street maintenance as funds permit.

The Contracting Party will provide to the State written quarterly **Progress Reports (Attachment C)** outlining the Contracting Party's resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this Agreement and quarterly **Cost Reports (Attachment D)** which provide detailed cost information outlining the use of the above referenced appropriated funds. **Attachment C, Progress Report** and **Attachment D, Cost Report** are attached to this agreement and made part thereof by reference. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. These reports that are to be provided quarterly shall be due and delivered to the Agency on or before the 31<sup>st</sup> of October for the quarter ending September 30, the 31<sup>st</sup> day of January for the quarter ending December 31, the 30<sup>th</sup> day of April for the quarter ending March 31, and the 15<sup>th</sup> day July for the quarter ending June 30, there being no exceptions or waivers of this July reporting due date.

2.3 Budget: The **Budget** for this project is incorporated herein as **Attachment B** which is attached hereto and made a part hereof by reference and shows all anticipated revenues and expenditures provided by this cooperative endeavor. The **Budget** for this project shall not exceed the total sum of **ONE MILLION & NO/100 (\$1,000,000.00) DOLLARS** which sum shall be inclusive of all costs or expenses to be paid by the State in connection with the services to be provided under this agreement. This is the total sum that has been appropriated by the State for this program/project. No state funds shall be paid for any one phase of this Agreement that exceeds the **Budget** attached as "Attachment B", without the **prior** approval of the State. **Attachment B Page 2 - Staffing Chart** and **Attachment B Page 3 - Schedule of Professional and Other Contracting Services** are also attached hereto and made a part hereof by reference, and shall be fully completed by the Contracting Party for attachment to and inclusion as a part of this Agreement.

2.4 Disclosure and Certification Statement(s): **Attachment E - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of the Contracting Party. Additionally, the Contracting Party shall attach to this **Attachment E**, where applicable, the following: a) a copy of the board resolution authorizing execution of this Agreement on behalf of the Contracting Party, or other written authorization for such execution that may be appropriate, as the case may be; and, b) a copy of a Certificate of "Good Standing" from the Secretary of State. Additionally, as to all sub-contracting, sub-recipient parties shown and identified in **Attachment B Page 3** and any attachments thereto, **Attachment E-1 - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of each such sub-contracting, sub-recipient party, and shall have attached thereto, where applicable, the same attachments required for the Contracting Party in a) and b) of this paragraph. For public or quasi-public entities which are recipients under Acts of the 2023 Regular Legislative Session and which are not budget units of the State, no funds shall be transferred unless said Contracting Party submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated use of the appropriation, an estimate of the duration of the project and a plan showing specific



goal and objectives for the use of such funds, including measures of performance. This requirement will be met by Department of Treasury's submission of the approved budget (Attachment A and Attachment B) to the Legislative Auditor. The Contracting Party shall provide written reports every quarter to the funding agency concerning the use of the funds and the specific goals and objectives for the use thereof.

**2.5 The recipient assures that elected officials or their family members will not receive (directly or indirectly) any part of the funds awarded through this appropriation. State law defines "immediate family" as the term related to a public servant to mean children, the spouses of children, brothers and their spouses, sisters and their spouses, parents, spouse and the parents of a spouse. See R.S. 42:1101 et seq.**

### **ARTICLE III** **CONTRACT MONITOR**

**3.1** The Contract Monitor for this Agreement is the Local Government Fund Management Division of the Department of the Treasury.

**3.2 Monitoring Plan:** During the term of this Agreement, the Contracting Party shall discuss with the State's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. The Contract Monitor shall review and analyze the Contracting Party's Plan to ensure the Contracting Party's compliance with the requirements of the Agreement.

The Contract Monitor shall also review and analyze the Contracting Party's written, **Attachment C-Progress Report** and **Attachment D-Cost Report** and any work product for compliance with the Scope of Services; and shall

1. Compare the Reports to Goals/Results and Performance Measures outlined in this Agreement to determine the progress made;
2. Contact the Contracting Party to secure any missing deliverables;
3. Maintain telephone and/or e-mail contact with the Contracting Party on Agreement activity and, if necessary, make visits to the Contracting Party's site in order to review the progress and completion of the Contracting Party's services, to assure that performance goals are being achieved, and to verify information when needed.
4. Assure that expenditures or reimbursements requested in **Attachment D-Cost Report** are in compliance with the approved **Goals in Attachment A Plan**. The Contract Monitor shall coordinate with the Agency's fiscal office for reimbursements to Contracting Party and shall contact the Contracting Party for further details, information for documentation when necessary.

Between required performance reporting dates, the Contracting Party shall inform the Contract Monitor of any problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. The Contracting Party's disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Party, and any assistance which may be needed to resolve the situation.

**ARTICLE IV**  
**PAYMENT TERMS**

4.1 Payment shall be made to the Contracting Party under the terms and conditions of one of the following plans (*Please check one*):

\_\_\_\_\_ **PLAN A:** Provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated.

\_\_\_\_\_ **PLAN B:** One initial payment limited to no more than 50% of the total line item appropriation shall be made to the Contracting Party in advance of services being performed **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan), and the Cooperative Endeavor Agreement is approved by the Office of State Procurement or other delegated authority. The balance of the appropriation will be paid provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. **Upon receipt of the 1<sup>st</sup> Quarter Progress and Cost Reports and approval thereof, the initial 50% payment will be applied and if such approved expenses exceed the initial payment, the difference will be forthcoming.**

\_\_\_\_\_ **PLAN C:** Payment of 100% of the line item appropriation shall be made to the Contracting Party in advance of purchasing equipment or other similar expenditures **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan) indicating that there is no other source of funding available to make the purchase to satisfy the goals and objectives of the project, and the Cooperative Endeavor Agreement is approved by the Office of State Procurement or other delegated authority.

4.2 Travel expenses, if any, shall be reimbursed only in the event that this Agreement provides for such reimbursement, such travel expenses are included in the Contracting Party's approved compensation, budget or allocated amount, and then only in accordance with Division of Administration Policy and Procedure Memorandum No. 49. Invoices and/or receipts for any pre-approved reimbursable expenses or travel expenses must be provided or attached to periodic invoices for reimbursement. If reimbursement is sought for meals, which under Memorandum No. 49 are based upon departure and return times and dates that are properly set forth on the State Travel Expense Report, the Contracting Party shall fully complete and submit such Travel Expense Report, attached hereto as **Attachment F**, in addition to all other required submissions, for such reimbursement.

4.3 Payments by the State under this Agreement will be allowed only for expenditures occurring between and including the dates of July 1, 2023 and June 30, 2024, and this project and all of the Contracting Party's services shall be completed by that date. Payment is contingent upon the availability

of sufficient collection of state sales tax revenues credited to the appropriate Fund and upon the approval of this Agreement by the Office of State Procurement or other delegated authority. Notwithstanding any provision hereof to the contrary, the Attachment C-Progress Report and Attachment D-Cost Report for any reporting period ending June 30, 2024, MUST, under all circumstances, be received by the Agency no later than July 15, 2024, in order for the Contracting Party to receive payment for reimbursement of expenses incurred and set forth herein.

Payments by the State under this Agreement will not be released or provided to the Contracting Party if, when, and long as, the Contracting Party fails or refuses to comply with the provisions of R.S. 24:513. No Contracting Party shall be considered to fail or refuse to comply with the provisions of R.S. 24:513 during any extension of time to comply granted by the legislative auditor to the Contracting Party.

4.4 The Contract Monitor shall monitor disbursements on a monthly basis. Under circumstances such that the recipient entity has not demonstrated substantial progress towards goals and objectives, based on established measures of performance, further disbursements shall be discontinued until substantial progress is demonstrated or the entity has justified, to the satisfaction of the Agency, reasons for the lack of progress. If the Agency determines that the recipient failed to use the Line Item Appropriation within the estimated duration of the project or failed to reasonably achieve its specific goals and objectives, without sufficient justification, the Agency shall demand that any unexpended funds be returned to the state treasury within 45 days of the demand unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. Likewise, if the Contracting Party defaults on the Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana it shall be required to repay the State within 45 days of the demand, unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. For public or quasi-public entities which are recipients under said Act of the 2023 Regular Legislative Session, the transferring Agency shall forward to the Legislative Auditor, the Division of Administration and the Joint Legislative Committee on the Budget a report showing specific data regarding compliance with this Section and collection of any unexpended funds. This report shall be submitted not later than May 1, 2024.

If the Contracting Party defaults on the agreement, breaches the terms of the agreement, or ceases to do business in Louisiana and does not return unexpended funds upon demand, the agreement shall be turned over to the Louisiana Department of Revenue, Office of Debt Recovery for collection purposes.

4.5 Taxes: The Contracting Party hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be the Contracting Party's obligation and identified under Federal tax identification number **72-600902**.

**ARTICLE V**  
**TERMINATION FOR CAUSE**

5.1 The State may terminate this agreement for cause based upon the failure of the Contracting Party to comply with the terms and/or conditions of the Agreement; provided that the State shall give the Contracting Party written notice specifying the Contracting Party's failure. If within thirty (30) days after receipt of such notice, the Contracting Party shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contracting Party in default and the Agreement shall terminate on the date specified in such notice. The Contracting Party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement; provided that the Contracting Party shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

**ARTICLE VI**  
**TERMINATION FOR CONVENIENCE**

6.1 The State may terminate the agreement at any time by giving thirty (30) days written notice to the Contracting Party. Upon receipt of notice, the Contracting Party shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this agreement. The Contracting Party shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

**ARTICLE VII**  
**OWNERSHIP**

7.1 All records, reports, documents and other material delivered or transmitted to the Contracting Party by the State shall remain the property of the State, and shall be returned by Contracting Party to the State, at the Contracting Party's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this agreement and/or obtained or prepared by the Contracting Party in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contracting Party to the State at Contracting Party's expense at termination or expiration of this agreement.

**ARTICLE VIII**  
**ASSIGNMENT**

8.1 The Contracting Party shall not assign any interest in this agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to the Contracting Party from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

**ARTICLE IX**  
**FINANCIAL DISCLOSURE**

9.1 Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the Contracting Party is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives. This evaluation shall be based upon the progress reports and cost reports as provided and certified by the Contracting Party under the requirements of this agreement, as well as any site visits that may be made under the provisions this agreement, to ensure effective achievement of the goals and objectives.

**ARTICLE X**  
**AUDITOR'S CLAUSE**

10.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all records and accounts of the Contracting Party which relate to this Agreement.

10.2 The Contracting Party and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this agreement for a period of three years after the date of Treasury's acceptance of the final Cost and Progress Reports and documentation as required to be filed under Section 2.2 of the Agreement.

**ARTICLE XI**  
**AMENDMENTS IN WRITING**

11.1 Any alteration, variation, modification, or waiver of provisions of this agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the Director of the Office of State Procurement, Division of Administration, or other delegated authority **prior to the alteration, variation, modification or waiver of any provision of this Agreement.** This agreement may not be amended after the expiration date.

**ARTICLE XII**  
**FISCAL FUNDING CLAUSE**

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

**ARTICLE XIII**  
**TERM OF CONTRACT**

13.1 This Agreement shall begin on July 1, 2023 and shall terminate on June 30, 2024. Every effort should be made to complete the objectives of the agreement and incur approved expenses by June 30, 2024. There is no extension of the June 30, 2024 deadline without legislative action and approval.

**ARTICLE XIV**  
**DISCRIMINATION CLAUSE**

14.1 The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran’s Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contracting Party agrees not to discriminate in its employment practices, and will render services under this contract without regard to age, race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**WITNESSES:**

**DEPARTMENT OF THE TREASURY**  
**STATE OF LOUISIANA**

\_\_\_\_\_

\_\_\_\_\_  
*Agency Head or designee*

\_\_\_\_\_

\_\_\_\_\_  
*Print Name and Title*

THUS DONE AND SIGNED AT Minden, Louisiana on the \_\_\_ day, of \_\_\_\_\_, 20\_\_\_\_.

**WITNESSES:**

**Contracting Party**

\_\_\_\_\_

\_\_\_\_\_  
*Authorized Person*

\_\_\_\_\_

Nicholas A. “Nick” Cox, Mayor  
\_\_\_\_\_  
*Print Name and Title*

# Minden City Council

## Regular Session

Tuesday, April 2, 2024

Minden City Hall – Council Chambers

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### Agenda Fact Sheet

#### Agenda Item:

(14) Personnel – Minden Police Department Promotion

#### Discussion:

Police Sergeant Brandon Shane Griffith to the rank of Police Lieutenant

DOH: 08/25/2017

Officer Griffith has passed the Fire and Police Civil Service Board Police Lieutenant Examination (documentation attached).

#### Suggested Wording of Motion:

“Upon the recommendation of Police Chief Jared McIver, I move to approve the promotion of Minden Police Sergeant Brandon Shane Griffith to the rank of Police Lieutenant, as presented.”

MOTION: \_\_\_\_\_ SECOND: \_\_\_\_\_

AYE(S): \_\_\_\_\_ NAY(S): \_\_\_\_\_

ABSENCE(S): \_\_\_\_\_ ABSTENTION(S): \_\_\_\_\_



520 BROADWAY  
P.O. BOX 580 – MINDEN, LA. 71055  
(P)318.371.4226  
(F)318.371.4222

# MEMO

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## DEPT. 10

To: Mayor Nick Cox and Council Members

cc: April Aguilar, HR

From: Chief Jared McIver

Date: March 1, 2024

Re: Departmental Promotion

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The Minden Police Department has a current opening at the position of Police Lieutenant. It is my recommendation, and mandated under Louisiana Revised Statute RS 33:2554, that Sergeant Brandon Shane Griffith, be promoted to the rank of Police Lieutenant.

Sincerely,

  
Chief Jared McIver



**FIRE AND POLICE CIVIL SERVICE BOARD**

MINDEN, Louisiana


**RESULTS OF EXAMINATION**

Administered on: JULY 12, 2023 for the class of POLICE LIEUTENANT

NAME OF CANDIDATE	S.S.N.	SEX / RACE	FINAL TEST SCORE	VETERAN'S PREFERENCE	FINAL GRADE
GRIFFITH MICHAEL S	5875	MW	87	-	87
SMITH JASON K	3041	MW	86	-	86
GRIFFITH BRANDON S	3048	MW	81	-	81

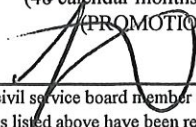
The examination scores shown above are certified as correct to the best of my knowledge.

7/19/2023  
(Date)

  
Adrienne T. Bordelon, State Examiner

Approved (by board) at meeting held on: 10 AUG 23  
(Date)

Scores Expire on: Aug 10, 2027  
(48 calendar months from approval date)  
(PROMOTIONAL EXAM)

Signature:   
Signature of the chairman or other civil service board member designated by the board to sign verifying that the examination scores listed above have been reviewed and accepted by this board and the names of those persons with passing scores are hereby placed on the employment list on the above effective date.

# Minden City Council

## Regular Session

Tuesday, April 2, 2024

Minden City Hall – Council Chambers

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### Agenda Fact Sheet

**Agenda Item:**

(15) Personnel – Minden Police Department New Hire

**Discussion:**

Jason Bates – Reserve Police Officer – Minden Police Department

See attached.

**Suggested Wording of Motion:**

“Upon the recommendation of Police Chief Jared McIver, I move to confirm Jason Bates as a reserve police officer in the Minden Police Department, subject to passing all applicable tests.”

MOTION: \_\_\_\_\_ SECOND: \_\_\_\_\_

AYE(S): \_\_\_\_\_ NAY(S): \_\_\_\_\_

ABSENCE(S): \_\_\_\_\_ ABSTENTION(S): \_\_\_\_\_



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(F)318.371.4222

# MEMO

---

## DEPT. 10

To: Mayor Nick Cox and Council Members

*Nicholas A. Cox*

cc: April Aguilar, HR

From: Chief Jared McIver

Date: 3/19/2024

Re: Reserve Officer

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I, Chief Jared McIver, am submitting a written request to hire applicant, Jason Bates, as a Minden Police Department, Reserve Police Officer. Jason is post certified with prior law enforcement experience.

Thanking you in advance,

Chief Jared McIver

*Jared McIver*

**Minden City Council**  
**Regular Session**  
Tuesday, April 2, 2024  
Minden City Hall – Council Chambers

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**Agenda Fact Sheet**

**Agenda Item:**

(16) Budget/Financial Report for February 2024

**Discussion:**

Melaney Langford, City Clerk, will present the Budget/Financial Report for the month of February 2024.

**Suggested Wording of Motion:**

No motion is required.

**Minden City Council**  
**Regular Session**  
Tuesday, April 2, 2024  
Minden City Hall – Council Chambers

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**Agenda Fact Sheet**

**Agenda Item:**

(17) Fire Report for March 2024

**Discussion:**

Brian Williams, Fire Chief, will present the Fire Report for the month of March 2024.

**Suggested Wording of Motion:**

No motion is required.

# Minden City Council

## Regular Session

Tuesday, April 2, 2024

Minden City Hall – Council Chambers



### Agenda Item

#### (18) Police Report

City Fines .....	\$9,414.50
District Attorney's Office .....	\$0.00
Crime Lab .....	\$560.00
City Court.....	\$689.50
Marshal's Office .....	\$630.00
Indigent Defender.....	\$910.00
Victim's Fund .....	\$0.00
Clerk's Fund.....	\$42.00
Community Service.....	\$0.00
WARE Center .....	\$157.50
LA Commission on Law Enforcement .....	\$28.00
Off-Duty Witness Fee .....	\$255.50
DARE.....	\$0.00
State Analysis.....	\$0.00
Agency Analysis .....	\$0.00
Court Case Mgmt. Information System .....	\$63.00
LA Traumatic Head & Spinal Cord Injury	
Trust Fund.....	\$70.00
Disability Affairs .....	\$0.00
Judicial Building Fund.....	\$210.00
Judicial Education.....	\$7.00
<b>TOTAL .....</b>	<b>\$13,037.00</b>

#### Suggested Wording of Motion:

“I move to accept the Police Report for the month of February 2024, as presented.”

MOTION: \_\_\_\_\_

SECOND: \_\_\_\_\_

AYE(S): \_\_\_\_\_

NAY(S): \_\_\_\_\_

ABSENCE(S): \_\_\_\_\_

ABSTENTION(S): \_\_\_\_\_

FEBRUARY, 2024

CHIEF'S REPORT FEB. 2024	CITY FINE	DA OFFICE	CRIME LAB	CITY COURT	MARSH	IND DEF	VICTIM FND	CLERK FND	COMM SERV	WARE CTR	LCLE	OFF- DUTY	DARE	ANALYS ST	ANALYS AGY	CMIS	LTRHSCT F	DISABIL AFF	JUD. BLDG	JUD.ED	TOTAL
HOUGH, DANNY	50.00	0.00	30.00	31.00	30.00	45.00	0.00	2.00	0.00	7.50	2.00	11.50	0.00	0.00	0.00	3.00	5.00	0.00	10.00	0.50	227.50
HARVEY, SAKINAH	50.00	0.00	30.00	31.00	30.00	45.00	0.00	2.00	0.00	7.50	2.00	11.50	0.00	0.00	0.00	3.00	5.00	0.00	10.00	0.50	227.50
MITCHELL, DEKAILON	50.00	0.00	30.00	31.00	30.00	45.00	0.00	2.00	0.00	7.50	2.00	11.50	0.00	0.00	0.00	3.00	5.00	0.00	10.00	0.50	227.50
IRBY, CODIE	75.00	0.00	30.00	31.00	30.00	45.00	0.00	2.00	0.00	7.50	2.00	11.50	0.00	0.00	0.00	3.00	5.00	0.00	10.00	0.50	252.50
MILLER, CORTISA	50.00	0.00	30.00	31.00	30.00	45.00	0.00	2.00	0.00	7.50	2.00	11.50	0.00	0.00	0.00	3.00	5.00	0.00	10.00	0.50	227.50
TURNER, YVONNE	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00
WILLIAMS, JAKAYLA	25.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.00
HARRIS, MICHAEL	150.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150.00
HICKS, ROSA	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00
WALKER, CLAUDE	50.00	0.00	20.00	36.50	30.00	40.00	0.00	2.00	0.00	7.50	0.00	13.50	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	75.00
PERRY, SAVANNAH	75.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00
HARRIS, LORENZO	200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00
SMITH, DIMONTEZ	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00
FERRILL, KWANNA	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00
HARRIS, MYEKO	500.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	0.00	7.50	0.00	13.50	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	500.00
KEY, KEAVANA	500.00	0.00	0.00	36.50	30.00	40.00	0.00	2.00	0.00	7.50	0.00	13.50	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	212.50
HINES, HENRY	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00
JOHNSON, CLAUDE	98.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	98.00
MILLER, JAMEKIA	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00
MILLER, JAMEKIA	50.00	0.00	20.00	36.50	30.00	40.00	0.00	2.00	0.00	7.50	0.00	13.50	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	212.50
JOHNSON, JOHN	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00
WEBB, XAVIER	69.00	0.00	30.00	31.00	30.00	45.00	0.00	2.00	0.00	7.50	2.00	11.50	0.00	0.00	0.00	3.00	5.00	0.00	10.00	0.50	246.50
KNIGHT, JARVIS	60.00	0.00	30.00	31.00	30.00	45.00	0.00	2.00	0.00	7.50	2.00	11.50	0.00	0.00	0.00	3.00	5.00	0.00	10.00	0.50	237.50
MIMS, MARQUEZ	42.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	175.00
DUDLEY, TASHAYLA	175.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	175.00
WALKER, JASHMINE	150.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150.00
WATKINS, JUSTIN	96.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	96.00
BRIDGES, JUSTIN	125.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	125.00
MCCLENDON, GWENDOLYN	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00
STANLEY, WILLIAM	75.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00
DANCE, SAMUEL	325.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	325.00
BRIDGES, CLAYTON	45.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	45.00
MILLER, KATHERINE	50.00	0.00	30.00	31.00	30.00	45.00	0.00	2.00	0.00	7.50	2.00	11.50	0.00	0.00	0.00	3.00	5.00	0.00	10.00	0.50	227.50
GOODWIN, JASON	75.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00
SIMPSON, ALBERT	175.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	175.00
MOORE, TRODIARIAN	50.00	0.00	20.00	36.50	30.00	40.00	0.00	2.00	0.00	7.50	0.00	13.50	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	212.50
CROW, ANNIE	50.00	0.00	30.00	31.00	30.00	45.00	0.00	2.00	0.00	7.50	2.00	11.50	0.00	0.00	0.00	3.00	5.00	0.00	10.00	0.50	227.50

