



# POLICE JURY REGULAR MEETING

Lincoln Parish Police Jury

Tuesday, September 13, 2022 at 7:00 PM

Jack Beard Room | 910 North Trenton Street, Ruston, LA 71270

## AGENDA

In compliance with the Americans With Disabilities Act, individuals needing special accommodations during this meeting should notify the Lincoln Parish Police Jury at 318-513-6200 at least three working days before the meeting.

### Call to Order

**Invocation and Pledge of Allegiance** - Mr. Glenn A. Scriber

### Approval of Agenda

### Public Comment on Agenda Items

### Minutes of Prior Meeting

1. August 9, 2022

### Committee Reports

2. Public Property and Buildings Committee
3. Finance Committee
4. Public Works Committee

### Public Hearing

5. Public Hearing for FY 2023 LCDBG Public Facilities Program

### Property Assessment Board of Review

6. Recess Police Jury Meeting – Reconvene Board of Review
7. Certify Assessment List to Louisiana Tax Commission
8. Adjourn Board of Review – Reconvene as Police Jury

### New Business

9. Appoint Mr. Patrick Ryan to the Greater Ward One Waterworks District to Finish the Unexpired Term of Mr. Keith Barnes (Term Ending December 31, 2023)
10. Discuss and Take Action if Necessary - Moving October Meeting to October 18, 2022
11. Accept Bids on Front End Loader with Grapple and Bucket for Solid Waste Department
12. Introduction of Ordinance for Sale of Adjudicated Properties – Parcel Number #26183264516
13. Resolution Committing Funds for Engineering and Administrative Services for the FY 2023 LCDBG Public Facilities Program
14. Authorize Resolution Declaring Signatories for H.E.L.P. Agency

- [15.](#) Authorize Parish Administrator and Police Jury President to Execute Contract Documents for H.E.L.P. Agency
- [16.](#) Authorize Police Jury President to Sign Five Year Plan for Section 8 Housing
- [17.](#) Authorize Police Jury President to Sign the Fair Housing Act for Section 8 Housing
- [18.](#) Authorize Police Jury President to Sign the Violence Against Women Act Plan for Section 8 Housing

**Budget Reports** - Mr. Michael Sutton

**Other Business**

- 19. Ambulance Services Report
- 20. Department Head Reports
- 21. Administrator's Report

**Public Comment**

**Adjourn**

TO: Lincoln Parish Police Jury  
FROM: Solid Waste & Recycling Committee  
SUBJECT: Committee Report

The Solid Waste & Recycling Committee of the Lincoln Parish Police Jury met in the Jack Beard Community Room, 910 North Trenton Street, Tuesday, August 9, 2022, at 5:30 p.m. Present were: TJ Cranford, Chair; Theresa Wyatt, Glenn Scriber, Skip Russell, and Milton Melton.

ABSENT: None

TJ Cranford called the meeting to order and Theresa Wyatt delivered the invocation.

Glenn Scriber made a motion, seconded by Milton Melton, to approve the agenda. The motion carried with the following votes:

YEAS: Wyatt, Cranford, Scriber, Russell, and Melton

The first item on the agenda was to authorize the purchase of a side-by-side for the solid waste department. Theresa Wyatt offered a motion, seconded by Milton Melton, to recommend authorizing the purchase of a side-by-side for the solid waste department for the lowest bid meeting specifications. The motion carried with the following votes:

YEAS: Wyatt, Cranford, Scriber, Russell, and Melton

Glenn Scriber offered a motion, seconded by Theresa Wyatt, to recommend authorizing the advertisement for bids for a front-end loader with attachments. The motion carried with the following votes:

YEAS: Wyatt, Cranford, Scriber, Russell, and Melton

Next on the agenda was a report on the Airburner. Mr. Postel stated that Crochet's burner should be down by the end of the week and that the goal was to have everything dismantled and offsite by August 15, 2022. The new burner is currently on site and will be moved into place as soon as the current site is clear.

Next on the agenda was a report on new scalehouse construction. Mr. Postel stated that the new scalehouse would be located off of the Fire Training Road and would be set back further than the current location which would alleviate traffic backup on Arkansas Plant Road pending engineer approval.

The next item on the agenda was an update on litigation with Crochet, Inc. Skip Russell offered a motion, seconded by Milton Melton, to enter into executive session to discuss the litigation. The motion carried with the following votes:

YEAS: Wyatt, Cranford, Scriber, Russell, and Melton

Milton Melton offered a motion, seconded by Glenn Scriber, to adjourn the executive session and reconvene as the solid waste committee. The motion carried with the following votes:

YEAS: Wyatt, Cranford, Scriber, Russell, and Melton

Skip Russell offered a motion, seconded by Theresa Wyatt, to recommend empowering our attorney to make an offer to settle the ongoing litigation with Crochet.

There being no other business to come before the Committee, the meeting was adjourned.

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Doug Postel  
Parish Administrator

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TJ Cranford  
Committee Chair

TO: Lincoln Parish Police Jury  
FROM: Finance Committee  
SUBJECT: Committee Report

The Finance Committee of the Lincoln Parish Police Jury met at the Lincoln Parish Library Events Center on Tuesday, August 9, 2022, at 6:00 p.m. Present were: Skip Russell, Chair; Hazel Hunter, Matt Pullin, and Joe Henderson.

Skip Russell called the meeting to order and delivered the invocation.

Hazel Hunter offered a motion, seconded by Matt Pullin, to approve the Agenda as presented. The motion carried with the following votes:

YEAS: Hunter, Pullin, Russell, and Henderson

ABSENT: Mayfield

The committee received 2023 budget requests from the following Departments:

**Bayou Lake D'Arbonne Commission:** A letter was received requesting a continuance of the current amount. (\$1800.00)

**Sparta Groundwater Commission:** A letter was received requesting a continuance of the current \$2,500.00 stipend.

(Mrs. Mayfield entered the meeting.)

**Trailblazer:** A letter was received requesting a continuance of current funding. (\$2,500.00)

**Council on Aging:** A letter was received requesting a continuance of the current \$5,000.00 stipend.

**Lincoln Total Community Action:** A letter was received requesting \$6,000.00 for the year 2022.

**Department of Veteran Affairs:** A letter was received requesting \$7,917.00.

**LSU Cooperative Extension Service:** A letter was received to request a continuance of the current funding of \$20,000.00.

**IT Department:** A letter was received requesting \$20,000.00, which is a continuance of last year's request.

**Lincoln Parish GIS:** A letter was received requesting \$25,000.00, which is a continuance of last year's request.

**Registrar of Voters:** A letter was received to request funding in the amount of \$51,000.00.

**Lincoln Parish Coroner:** A letter was received requesting a continuance of the current annual funding of \$60,483.00.

**Third Judicial District Court:** Judge Bruce Hampton was present to request funding in the amount of \$137,700.00.

**Lincoln Parish District Attorney:** Assistant District Attorney Lewis Jones was present to request a continuance of the current annual funding of \$244,660.00.

**Northeast Delta Human Services Authority:** Mrs. Gillian Burns presented a request in the amount of \$1,530.00.

**Keep Lincoln Parish Beautiful:** A letter was received requesting a continuance of the current annual funding of \$7,500.00.

**Lincoln Parish Health Unit:** Dr. Jackie White was present to request \$18,500.00.

There being no other business to discuss, the meeting was adjourned.

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Doug Postel  
Parish Administrator

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Skip Russell  
Chair

TO: Lincoln Parish Police Jury  
FROM: Public Works Committee  
SUBJECT: Committee Report

The Public Works Committee of the Lincoln Parish Police Jury met in the Jack Beard Community Room, 910 North Trenton Street, Tuesday, August 9, 2022, at 6:30 p.m. Present were: Logan Hunt, Chair; Theresa Wyatt, TJ Cranford, Glenn Scriber, and Matt Pullin.

ABSENT: None

Logan Hunt called the meeting to order and Glenn Scriber delivered the invocation.

TJ Cranford offered a motion, seconded by Glenn Scriber, to amend the agenda to include the Substantial Completion for the 2021 Capital Improvement Program. The motion carried with the following votes:

YEAS: Wyatt, Cranford, Hunt, Scriber, and Pullin

TJ Cranford offered a motion, seconded by Glenn Scriber, to approve the agenda as amended. The motion carried with the following votes:

YEAS: Wyatt, Cranford, Hunt, Scriber, and Pullin

Matt Pullin offered a motion, seconded by TJ Cranford to authorize the President to enter into a cooperative endeavor agreement with Union Parish for the sale of a surplus chip spreader for \$25,000.00. The motion carried with the following votes:

YEAS: Wyatt, Cranford, Hunt, Scriber, and Pullin

Glenn Scriber offered a motion, seconded by Theresa Wyatt, to authorize the administrator to enter into a long-term rental of a trackhoe for the highway department. The motion carried with the following votes:

YEAS: Wyatt, Cranford, Hunt, Scriber, and Pullin

TJ Cranford offered a motion, seconded by Theresa Wyatt to authorize the administrator to negotiate the purchase of properties for dirt pit operations. The motion carried with the following votes:

YEAS: Wyatt, Cranford, Hunt, Scriber, and Pullin

Glenn Scriber offered a motion, seconded by Matt Pullin, to approve the substantial completion of the 2021 Capital Improvement Program. The motion carried with the following votes:

YEAS: Wyatt, Cranford, Hunt, Scriber, and Pullin

There being no other business to come before the Committee, the meeting was adjourned.

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Doug Postel  
Parish Administrator

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Logan Hunt  
Committee Chair



The Lincoln Parish Police Jury met in regular session on Tuesday, August 9, 2022, at 7:00 p.m. in the Jack Beard Community Room of the Lincoln Parish Library, Ruston, Louisiana. Present were: Theresa Wyatt, District One; Hazel Hunter, District Two; Richard I. Durrett, District Three; TJ Cranford, District Four; Logan Hunt, District Five; Glenn Scriber, District Six; Matt Pullin, District Seven; Skip Russell, District Eight; Joe Henderson, District Nine; Milton Melton, District Ten; Sharyon Mayfield, District Eleven; and Annette Straughter, District Twelve.

ABSENT: None

President Durrett called the meeting to order. Logan Hunt delivered the Invocation and led the Pledge of Allegiance.

Annette Straughter offered a motion, seconded by Hazel Hunter, to approve the agenda as presented. The motion carried with the following votes:

YEAS: Wyatt, Hunter, Durrett, Cranford, Hunt, Scriber, Pullin, Russell, Henderson, Melton, Mayfield, and Straughter

President Durrett called for public comments on agenda items. Mr. Chris Garriga, Mr. Billy May, Mr. Jesse Davis, Mr. Barry Griswold, and Mr. Keith Newson were all present to make public comments on EMS/Rescue.

Logan Hunt offered a motion, seconded by Annette Straughter, to approve the minutes of the June 14, 2022 meeting. The motion carried with the following votes:

YEAS: Wyatt, Hunter, Durrett, Cranford, Hunt, Scriber, Pullin, Russell, Henderson, Melton, Mayfield, and Straughter

TJ Cranford stated that the Solid Waste Committee met at 5:30 PM this day and the Committee recommends:

1. Purchasing a side-by-side in the lowest amount that meets specifications
2. Authorizing bids for a front-end loader with attachments
3. Authorizing the Police Jury attorney to make a settlement offer to Crochet Equipment Co. Inc. whom we have current litigation with

Mr. Cranford offered his report in the form of a motion, it was seconded by Annette Straughter. The motion carried with the following votes:

YEAS: Wyatt, Hunter, Durrett, Cranford, Hunt, Scriber, Pullin, Russell, Henderson, Melton, Mayfield, and Straughter

Skip Russell stated that the Finance Committee met at 6:00 PM this day to receive FY 2023 budget requests, however, no action was taken during the meeting. He offered his report in the form of a motion, seconded by Sharyon Mayfield. The motion carried with the following votes:

YEAS: Wyatt, Hunter, Durrett, Cranford, Hunt, Scriber, Pullin, Russell, Henderson, Melton, Mayfield, and Straughter

Logan Hunt stated that the Public Works Committee met at 6:30 PM this day and the Committee recommends:

1. Entering into a Cooperative Endeavor Agreement with Union Parish for the sale of a surplus chip spreader
2. Authorizing the Administrator to enter into a long-term rental of a track hoe for the Highway Department
3. Authorizing the Administrator to negotiate the purchase of properties for dirt pit operations

Mr. Hunt offered his report in the form of a motion, seconded by Matt Pullin. The motion carried with the following votes:

YEAS: Wyatt, Hunter, Durrett, Cranford, Hunt, Scriber, Pullin, Russell, Henderson, Melton, Mayfield, and Straughter

Next on the Agenda was to convene the Property Assessment Board of Review for 2022. Matt Pullin offered a motion, seconded by Hazel Hunter, to convene the Board of Review for the purpose of setting the public hearing dates for 2022. The motion carried with the following votes:

YEAS: Wyatt, Hunter, Durrett, Cranford, Hunt, Scriber, Pullin, Russell, Henderson, Melton, Mayfield, and Straughter

Mr. Durrett stated that it was recommended that the public hearing date be set for September 13, 2022 at 7:00 PM for the purpose of the Board of Review to consider written or oral complaints of persons desiring to be heard who have filed timely reports as required by state law relative to the assessment of real and personal property in Lincoln Parish, LA for the year 2022.

Glenn Scriber offered a motion, seconded by Hazel Hunter, to recess the Board of Review and reconvene the Police Jury meeting. The motion carried with the following votes:

YEAS: Wyatt, Hunter, Durrett, Cranford, Hunt, Scriber, Pullin, Russell, Henderson, Melton, Mayfield, and Straughter

Mr. Durrett then announced that a public hearing would be held on September 13, 2022, at 7:00 PM for the FY 2023 LCDBG Public Facilities Plan.

Logan Hunt offered a motion, seconded by Milton Melton, to award the contract for wetlands delineation for the Love Louisiana Outdoors program to Wetlands Unlimited in the amount of \$10,650.00. The motion carried with the following votes:

YEAS: Wyatt, Hunter, Durrett, Cranford, Hunt, Scriber, Pullin, Russell, Henderson, Melton, Mayfield, and Straughter

The next item on the Agenda was to discuss the Aaron's location in Police Jury Complex II. After discussion, Mr. Durrett suggested referring this matter to the Public Properties and Buildings Committee. No action was taken.

Next on the agenda was to discuss and take action on the Ambulance Services Committee Report. Mr. Charlie Edwards presented said report and held a discussion. There were several comments made by the public. No action was taken.

Treasurer Michael Sutton presented the budget report. The Jury then heard departmental reports. Administrator Doug Postel gave a report on his trip to NACo as well as updated the jurors on his 2022 goal list.

With no further business to come before the Jury, the meeting was adjourned.

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Doug Postel  
Parish Administrator

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Richard I. Durrett  
Police Jury President



LINCOLN PARISH ASSESSOR  
BILLY MAC MCBRIDE, C.L.A.

Item #6.

P.O. Box 1218 - Ruston, LA 71273  
Office: 318-251-5140 Fax: 318-251-5142  
www.lincolnparish.org - bmcbride@lincolnparish.org

August 31, 2022

Mr. Doug Postel  
Administrator  
Lincoln Parish Police Jury  
100 West Texas Avenue  
Ruston, LA 71270

Dear Mr. Postel,

Pursuant to Revised Statutes Title 47, Section 1992, this is to advise you that I have prepared and made up the lists showing the assessment of real and personal property in and for Lincoln Parish and that said lists have been exposed daily for inspection by the taxpayers and other interested persons for a period of fifteen (15) calendar days that began August 15, 2022, and ended August 29, 2022.

Notice of exposure was published in the Ruston Daily Leader in the July 27, 2022 and August 3, 2022 editions.

Now that the exposure period is over and the lists have been changed where necessary for clerical error or erroneous assessments, I hereby certify the assessment lists of Lincoln Parish of 2022 to you as the Board of Review.

Sincerely,

Billy McBride, CLA  
Lincoln Parish Assessor

Greater Ward One Waterworks District  
P O Box 637  
Ruston, La. 71273  
318-255-7995  
This institution is an equal opportunity employer

August 26, 2022

To: Police Jury

Please add Patrick Ryan whose address is 346 Valley View Drive, Ruston, LA 71270, to your agenda to have him appointed to the Board at Greater Ward One Waterworks District. Keith Barnes has retired from the Board effective September 1, 2022.

Thanks,



FJ Armond  
President  
Greater Ward One Waterworks District



# LINCOLN Parish Police Jury

P.O. Box 979 RUSTON, LOUISIANA 71273-0979  
 PH: 1-318-513-6200 FAX: 1-318-513-6209

## BID TABULATION SHEET

**Item #:** One New Front End Loader with Grapple and Bucket

**Bid Date:** Friday, September 2, 2022 9:00 am

**Budgeted Amount:** Budget Adjustment will have to be made.

**Notes:** Must be purchased as a result of new air burner.

Bidder	Model	Bid	Delivery Date
Louisiana Cat	Caterpillar 914	\$217,358.95	March 31, 2023

**ORDINANCE NO. \_\_\_\_\_****AN ORDINANCE TO AUTHORIZE AN ACT OF SALE BY THE PARISH OF LINCOLN TO SELL ADJUDICATED PROPERTY DESCRIBED AS: PARCEL NO. 26183264516 IN ACCORDANCE WITH LA R.S. 47: 2202 T SEQ. AND TO AUTHORIZE THE LINCOLN PARISH POLICE JURY PRESIDENT TO SIGN ALL NECESSARY DOCUMENTS AND TO ADDRESS THEIR MATTERS RELATIVE THERETO**

**WHEREAS**, the immovable property described below was adjudicated to the Parish of Lincoln in 2009, for nonpayment of taxes; and

**WHEREAS**, the three (3) year period for redemption provided by Art. 7, §25 of the Louisiana Constitution has elapsed, as well as the five (5) year redemption period established by Parish Ordinance No: 337-14-0 and the owner of record has failed to redeem the adjudicated property; and

**WHEREAS**, LA R.S. 47: 2202 *et seq.* provides that the Parish may sell adjudicated property in accordance with law after the expiration of the period for redemption; and

**WHEREAS**, the Parish of Lincoln has declared the property described below surplus and not needed for a public purpose and to dispose of said property in accordance with LA R.S. 47:2202, *et seq.*; and

**WHEREAS**, the Parish of Lincoln has received a written offer to purchase said property from Asriel G. McClain, for the consideration of \$1,692.85 (One Thousand Six Hundred Ninety Two Dollars and Eighty Five Cents) cash, has been accepted by the Lincoln Parish Police Jury; and

**WHEREAS**, the property described herein below will be purchased through the Parish “Lot Next Door” program and is therefore exempt from the public bidding requirement.

**NOW BE IT ORDAINED** by the Lincoln Parish Police Jury, that any Act of Sale of the below described property shall contain the following conditions and requirements:

- 1) This property described as Lincoln Parish Parcel #26183264516, with no municipal address located on Oakdale Street, Ruston, LA and more fully described as:

LOTS 16 & 17 OF BLK. 15 OF WASHINGTON HTS. SUBD. (FROM B.H. RAINWATER)(25-479) SUCCN. OF JOHN B. MILLAGE TO LIZZIE MILLAGE (234-618).

- 2) This property shall be sold in accordance with LS-R.S. 47:2201 *et seq.*, without any warranty, from either the Parish or Management Company, whatsoever, even as to the return of the purchase price.
- 3) The sale shall be on a form approved by the Parish Attorney and that the sales price is paid by certified funds at the time of the sale.
- 4) The sale shall include a reservation of all mineral rights to the Parish, but shall convey all surface rights.
- 5) The following shall be completed prior to closing of sale:

- a. E&P Consulting Services, LLC shall certify in writing to the Parish Attorney that they have examined the mortgage records, conveyance records, probate and civil suit records of the Parish of Lincoln and that attached to this certification will be a written list of names and last known addresses of all owners, mortgagees, and any other person who may have a vested or contingent interest in the property, or who has filed a request for notice as provided in the former provisions LS-R.S. 33:4720.17(B), as indicated in those records.
- b. E&P Consulting Services, LLC will provide notice to those persons identified in accordance with LS-R.S. 47:2201 *et. seq.* Proof of said notice will be filed in the conveyance records of Lincoln Parish immediately after the Act of Sale.
- c. At the time of closing, the E&P Consulting Services, LLC will certify in writing to Parish Attorney and Clerk of Court that the number of days mandated by LS-R.S. 47:2201 *et. seq.* has elapsed since the above required notice was made or attempted and that the property has not been redeemed by the payment of the taxes owed.

***BE IT FURTHER ORDAINED***, by the Lincoln Parish Policy Jury, that the Police Jury President is hereby authorized to execute a Cash Sale of the above described adjudicated property to the highest acceptable bidder. The Cash Sale shall contain all of the above conditions and requirements and shall be executed within the timelines specified. The above ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS:

NAYS:

ABSTAINED:

ABSENT:



### Parcel 26183264516

Located on the East side of the intersection of Oakdale St. and W. Charlotte Ave in the Washington Heights Subdivision of Ruston, Louisiana. 0.38 acres District 10 "Lot Next Door"



**RESOLUTION COMMITTING TO PAY ENGINEERING AND  
ADMINISTRATION FEES FOR LCDBG 2023 PUBLIC FACILITIES  
PROGRAM**

**WHEREAS**, the Lincoln Parish Police Jury (“Parish”) desires to submit Louisiana Community Development Block Grant (“LCDBG”) FY 2023 Public Facilities Application for funding (the “Application”); and,

**WHEREAS**, the Parish intends to use local funds to pay for administrative costs up to and including pre-agreement costs, administrative consultant fees, and any other administrative costs incurred by the Parish associated with the Application; and,

**WHEREAS**, the Parish intends to use local funds to pay for engineering costs up to and including pre-agreement costs, basic engineering design, surveying, project representation, construction phase services and any other engineering costs incurred by the Parish associated with the Application; and,

**WHEREAS**, the Parish desires to enter into an agreement with Frye Magee LLC, to perform all administrative consulting services associated with the Application, which includes assistance with developing the Application and performing all administrative consulting duties; and,

**WHEREAS**, the Parish desires to enter into an agreement with Shuler Consulting Company, to perform all engineering consulting services associated with the Application, which includes assistance with developing the Application and all engineering consulting services, including basic engineering design, surveying, resident project representation, construction phase services and any other engineering costs incurred by the Parish.

**NOW, THEREFORE, BE IT RESOLVED BY THE LINCOLN PARISH POLICE JURY:**

1. The Parish enters into an agreement with Frye Magee LLC to develop and submit the Application, and thereafter to perform all administrative consulting duties following a grant award.
2. The Parish enters into an agreement with Shuler Consulting Company to assist with the development of the Application, and thereafter to perform all engineering consulting services, including basic engineering design, surveying, project representation, construction phase services and any other engineering costs incurred by the Parish, following a grant award.

3. The President is authorized to execute respective agreements with Frye Magee LLC and Shuler Consulting Company, and to execute and submit the Application, as well as all related documents, to be on such other terms and conditions as he shall deem advisable, and to do any and all things necessary and proper to carry out this Resolution and to fulfill its objectives and purposes.

Passed, approved and adopted this 13<sup>th</sup> day of September, 2022.

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Richard Durrett, President

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Doug Postel, Parish Administrator

**CERTIFICATE**

I, Doug Postel, Parish Administrator for Lincoln Parish Police Jury, do hereby certify that the above and foregoing constitutes a true and correct copy of a Resolution passed, approved, and adopted on September 13, 2022.

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Doug Postel, Parish Administrator

**CERTIFICATION OF AUTHORITY**

I Doug Postel, certify that I am the Administrator for Lincoln Parish Police Jury and that Ronnie Dowling, Agency Manager for Humanitarian Enterprises of Lincoln Parish has been given authority to sign all financial activity reports for DOTD, CSBG, and LiHeap.

This authority will be in force until Mr. Dowling is no longer legally employed by the Lincoln Parish Police Jury in the capacity of Agency Manager for Humanitarian Enterprises of Lincoln Parish.

For the agency, this authority has been documented by the action of the appropriate authority.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

Administrator, Lincoln Parish Police Jury  
(Title)

\_\_\_\_\_  
(Date)

**\*the last two pages require completion/signature and must be turned in with application\***

**Special 49 CFR 5333(b) Labor Warranty for Application  
to the Small Urban and Rural Program**

The following language shall be made part of the contract of operating assistance with the State or other public body charged with allocation and administration of funds provided under 49 CFR 5311, Rural - Other than Urbanized Formula Grant Program:

A. General Application

The Public Body agrees that, in the absence of waiver by the Department of Labor, the terms and conditions of this warranty, as set forth below, shall apply for the protection of the transportation related employees of any employer providing transportation services assisted by the Project ("Recipient"), and the transportation related employees of any other surface public transportation providers in the transportation service area of the project.

The Public Body shall provide to the Department of Labor and always maintain during the Project an accurate, up-to-date listing of all existing transportation providers which are eligible Recipients of transportation assistance funded by the Project, in the transportation service area of the Project, and any labor organizations representing the employees of such providers.

Certification by the Public Body to the Department of Labor that the designated Recipients have indicated in writing acceptance of the terms and conditions of the warranty arrangement will be sufficient to permit the flow of Rural Public Transit funding in the absence of a finding of non-compliance by the Department of Labor.

B. Standard Terms and Conditions

- 1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the Recipient and any other legally responsible party designated by the Public Body to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "Project", as used herein, shall not be limited to the facility, service, or operation assisted by Federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement.

An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his position with regard to his employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project, discontinuance of Project services, or

exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of the Model agreement or applicable provisions of substitute comparable arrangements.

- (2)(a) Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under and in accordance with any collective bargaining agreement applicable to such employees which is then in effect.
- (2)(b) The Recipient or legally responsible party shall provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces. In the case of employees represented by a union, such notice shall be provided by certified mail through their representatives. The notice shall contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs in the Recipient's employment available to be filled by such affected employees.
- (2)(c) The procedures of this subparagraph shall apply to cases where notices involve employees represented by a union for collective bargaining purposes. At the request of either the recipient or the representatives of such employees' negotiations for the purposes of reaching agreement with respect to the application of terms and conditions of this arrangement shall commence immediately. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (4) of this warranty. The foregoing procedures shall be complied with and carried out prior to the institution of the intended action.
- (3) For the purpose of providing the statutory required protection including those specifically mandated by 49 U.S.C. 5333(b), the Public Body will assure as a condition of the release of funds that the Recipient agrees to be bound by the terms and conditions of the National (Model) Special 5333(b) Labor Agreement executed July 23, 1975, identified below, provided that other comparable arrangements may be substituted therefore, if approved by the Secretary of Labor and certified for inclusion in these conditions.
- (4) Any dispute or controversy arising regarding the application, interpretation, or enforcement of any of the provisions of this arrangement which cannot be settled by and between the parties at interest within thirty (30) days after the dispute or controversy first arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties, or in the event they cannot agree upon such procedure, to the Department of Labor or an impartial third party designated by the Department of Labor for final and binding determination. The compensation and expenses of the impartial third party, and any other jointly incurred expenses, shall be borne equally by the parties to the proceeding and all other expenses shall be paid by the party incurring them.
- 1. Such protective arrangements shall include, without being limited to, such provisions as may be necessary for (1) the preservation of rights, privileges, and benefits (including continuation of pension rights and benefits) under existing collective bargaining agreements or otherwise; (2) the continuation of collective bargaining rights; (3) the protection of individual employees against a worsening of their positions with respect to

their employment; (4) assurances of employment to employees of acquired mass transportation systems and priority of reemployment of employees terminated or laid off; and (5) paid training and retraining programs. Such arrangements shall include provisions protecting individual employees against a worsening of their positions with respect to their employment which shall in no event provide benefits less than those established pursuant to Section 5(2)(f) of the Act of February 4, 1987 (24 Stat. 379), as amended.

2. For purposes of this warranty arrangement, paragraphs (1); (2); (5); (15); (22); (23); (24); (26); (27); (28); and (29) of the Model Labor Warranty Agreement, executed July 23, 1975, are to be omitted.

In the event of any dispute as to whether a particular employee was affected by the Project, it shall be his obligation to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of either the Recipient or other party legally responsible for the application of these conditions to prove that factors other than the Project affected the employees. The claiming employee shall prevail if it is established that the Project influenced the employee even if other factors may also have affected the employee.

- (1) The Recipient or other legally responsible party designated by the Public Body will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by these arrangements, or the union representative of such employee, may file claim of violation of these arrangements with the Recipient within sixty (60) days of the date he is terminated or laid off as a result of the Project, or within eighteen (18) months of the date his position with respect to his employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim.

(2) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements, nor shall this arrangement be deemed a waiver of any rights of any union, or any represented employee derived from any other agreement or provision of federal, state, or local law.

(3) In the event any employee covered by these arrangements is terminated or laid off because of the Project, he shall be granted priority of employment or reemployment to fill any vacant position within the control of the Recipient for which he is, or by training or retraining within a reasonable period can become qualified. In the event training or retraining is required by such employment or reemployment, the Recipient or other legally responsible party designated by the Public Body shall provide or provide for such training or retraining at no cost to the employee.

(4) The recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under the Federal Transit Act and has agreed to comply with the provisions of 49 U.S.C. 5333(b). This notice shall also specify the terms and conditions set forth herein for the protection of employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the

proper application, administration, and enforcement of these arrangements and to the proper determination of any claims arising thereunder.

(5) Any labor organization which is the collective bargaining representative of employees covered by these arrangements, become a party to these arrangements by serving written notice of its desire to do so upon the Recipient and the Department of Labor. In the event of any disagreement that such labor organization represents covered employees or is otherwise eligible to become a party to these arrangements, as applied to the Project, the dispute as to whether such organization shall participate shall be determined by the Secretary of Labor.

(6) In the event the Project is approved for assistance under the Act, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the Public Body or Recipient of federal funds; provided, however, that this arrangement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his representative in accordance with its terms nor shall any other employee protective agreement merge into this arrangement but each shall be independently binding and enforceable by and upon the parties thereto in accordance with its terms.

### C. Waiver

As a part of the grant approval process, either the Recipient or other legally responsible party designated by the Public Body may in writing seek from the Secretary of Labor a waiver of the statutory required protection. The Secretary will waive these protections in cases, where at the time of the requested waiver, the Secretary determines that there are no employees of the Recipient or of any other surface public transportation providers in the transportation service area who could be potentially affected by the Project. A 30-day notice of proposed waiver will be given by the Department of Labor and in the absence of timely objection; the waiver will become final at the end of the 30-day notice period. In the event of timely objection, the Department of Labor will review the matter and determine whether a waiver shall be granted. In the absence of waiver, these protections shall apply to the Project.

## ASSURANCE OF COMPLIANCE WITH SPECIAL 49 U.S.C. 5333(b)

### A. **LABOR WARRANTY**

The applicant HEREBY AGREES THAT as a condition to receiving federal financial assistance from the Department of Transportation, as authorized under the Non-Urbanized Area Formula



Program, Title 49 CFR 5311, it will comply with the terms and conditions of the Special 49 CFR 5333(B) Warranty for Application to the Small Urban and Rural Program.

The applicant FURTHER AGREES THAT it will assume all legal and financial responsibility relative to compliance with the terms and conditions of the Warranty.

SIGNATURE \_\_\_\_\_

TITLE President

DATE \_\_\_\_\_

**NOTE: "Applicant is "City/Town of X", or "X Parish", not "X Police Jury/Council".**



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**PUBLIC NOTICE  
OPPORTUNITY FOR REQUESTING  
A PUBLIC HEARING**

All interested persons are hereby advised that the **Humanitarian Enterprises of Lincoln Parish** has applied to the Louisiana Department of Transportation and Development for project funding under Federal Transit Administration (**Section 5311**) for the following:

PROJECT: **Humanitarian Enterprises of Lincoln Parish** is preparing to **replace existing equipment to continue** transportation services to **in Lincoln Parish**. Further details relative to the project are available from **Ronald Dowling (Agency Director) 307 North Homer Street Suite 202, Ruston, LA 71270.**

Interested persons are advised that they may request that a public hearing be conducted to provide a means for the public to express their views relative to the proposed project on the probable social, economic and environmental effects involved. In lieu of requesting a public hearing, interested persons may submit their comments in writing.

Written requests for a public hearing and/or submittal of comments must be postmarked on or before **September 16, 2022**, and should be addressed to:  
**Ronald Dowling (Agency Director) 307 North Homer Street Suite 202, Ruston, LA 71270.**

Should a public hearing be required, a public notice will be published stating the date, time and location of the hearing.

Signed: Richard I. Durrett

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Humanitarian Enterprises of Lincoln Parish (H.E.L.P.)

Publication Date: September 1, 2022  
Second Run: September 16, 2022

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**PUBLIC NOTICE**

August 29, 2022

Notice is hereby given that **Humanitarian Enterprises of Lincoln Parish** intends to apply for a federal grant for operating assistance and/or capital assistance to provide Rural Public Transportation of a non-emergency, ambulatory nature for the FY 2023-2024 program year. The application for assistance is pursuant to the **Non-Urbanized Area Formula Program of 49 CFR 5311**. Services will generally be between **7:30am** and **4:30pm**, **Monday** through **Friday**, in the area encompassing Lincoln Parish, Louisiana. Transit services are provided without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act.

Written comment on the proposed services may be sent within 15 days to 307 North Homer Street, Suite 202, Ruston, LA 71270 and to Program Manager, Department of Transportation and Development, P. O. Box 94245, Baton Rouge, LA 70804-9245. Comments must be received by September 16, 2022.

September 1, 2022

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Signed: Richard I. Durrett

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Humanitarian Enterprises of Lincoln Parish (H.E.L.P.)

Publication Date: September 1, 2022  
Second Run: September 16, 2022

**Application Authority**

I certify, to the best of my knowledge, that the information in this application is true and accurate and that this organization has the necessary fiscal, data collection, and managerial capability to implement and manage the projects associated with this application.

**Unsigned applications will not be accepted.**

Applicant Agency **Humanitarian Enterprise of Lincoln Parish**

Name and Title of Signatory **Richard I. Durrett**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

*NOTE: Your application must be signed by someone authorized to sign contracts on behalf of your organization, such as the Mayor, Parish President, Board Chairperson or Chief Executive Officer. Refer to your Authorizing Resolution.*

**Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan (All PHAs)**

U. S Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB No. 2577-0226  
Expires 2/29/2016

**Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan**

I, Richard I. Durrett, the President  
*Official's Name* *Official's Title*

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the

Lincoln Parish Police Jury  
*PHA Name*

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of Impediments (AI) to Fair Housing Choice of the

Lincoln Parish  
*Local Jurisdiction Name*

pursuant to 24 CFR Part 91.

Provide a description of how the PHA Plan is consistent with the Consolidated Plan or State Consolidated Plan and the AI.

~~The objective of the PHA are to improve quality of assisted housing by improving voucher management, increase assisted housing. Housing choice objectives by conducting outreach efforts to potential voucher landlords, provide voucher mobility counseling, promote self sufficiency of families to provide information for supportive services for elderly and families with disabilities to ensure equal opportunity and further fair housing.~~

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Richard I. Durrett	President
Signature	Date

**Civil Rights Certification  
(Qualified PHAs)**

**U.S. Department of Housing and Urban Development**  
Office of Public and Indian Housing  
**OMB Approval No. 2577-0226**  
Expires 02/29/2016

**Civil Rights Certification**

**Annual Certification and Board Resolution**

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official, I approve the submission of the 5-Year PHA Plan for the PHA of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the public housing program of the agency and implementation thereof:*

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those program, addressing those impediments in a reasonable fashion in view of the resources available and working with local jurisdictions to implement any of the jurisdiction’s initiatives to affirmatively further fair housing that require the PHA’s involvement and by maintaining records reflecting these analyses and actions.

Lincoln Parish Police Jury  
\_\_\_\_\_  
PHA Name

LA 212  
\_\_\_\_\_  
PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official Richard I. Durett	Title President
Signature	Date



**Lincoln Parish Police Jury Section 8 Program**

**Attach to PHA 5 Year and Annual Plan**

**Fiscal Year 1/2022**

**VIOLENCE AGAINST WOMEN ACT(VAWA)**

The goal of the Lincoln Parish Police Jury Section 8 as it relates to VAWA is not to deny a victim of Domestic violence, dating violence, or stalking admission to the program if the victim otherwise Qualifies for housing assistance or admission. We also work with are local DART program that gives victims a preference on are waiting list. If a participant is facing termination because of domestic violence, dating violence, or stalking the participant must provide a signed statement to verify the act(s) of violence which result in the participant being eligible for location. We will bypass standard procedures for the relocation and safety of the participant and the family.

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Holly Smith, Executive Director

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Richard I. Durrett- President