



## Regular Meeting Minutes

Thursday, January 20, 2022

7:00 P.M.

### Members In Attendance:

Alderman Simeon Profit

Alderman Wilbert Reed Jr.

Alderman Janice Fleming

Alderman Leola Keys

**Absent:** Alderman Wysinger Cleveland

The Town of Richwood met for a Regular Meeting held on January 20, 2022 at 7:00 p.m. at the Richwood Multi-Purpose Center, 2710 Martin Luther King Drive, Richwood, Louisiana to consider the following business:

**I. Meeting Called to Order by Mayor Gerald Brown at 7:08 p.m.**

**II. Prayer-** was offered by Mayor Gerald Brown

**III. Pledge of Allegiance** - recited in unison

**IV. Roll Call-** Mayor Gerald Brown called roll with the following results:  
(4) Board Members Present and (1) Absent at roll call.

- **The record shall reflect all (4) Aldermen present at roll call and (1) Alderman Absent**

### **Present:**

Alderman Wilbert Reed Jr.

Alderman Simeon Profit

Alderman Janice Fleming

Alderman Leola Keys

**Absent:** Alderman Wysinger Cleveland

**V. Adoption of the Agenda-**

*It was motioned by Alderman Simeon Profit and seconded by Alderman Wilbert Reed Jr. to amend the agenda to add Parkway Pharmacy to the agenda.*

- **The record shall reflect a Vote was taken to amend the agenda with the following results : 4 Yes Votes to amend the agenda..**

Alderman Wilbert Reed Jr. Yes  
 Alderman Janice Fleming Yes

Alderman Simeon Profit Yes  
 Alderman Leola Keys Yes

*It was motioned by Alderman Janice Fleming and seconded by Alderman Simeon Profit to adopt the amended agenda.*

- **The record shall reflect a Vote was taken to adopt the amended agenda with the following results : 4 Yes Votes to adopt the amended agenda.**

Alderman Wilbert Reed Jr. Yes  
 Alderman Janice Fleming Yes

Alderman Simeon Profit Yes  
 Alderman Leola Keys Yes

**VI. Adoption of December 16, 2021 Regular Meeting Minutes and December 21, 2022 Special Meeting Minutes**

*It was motioned by Alderman Simeon Profit and seconded by Alderman Janice Fleming to adopt the December 16, 2021 Regular Meeting Minutes and the December 21, 2022 Special Meeting Minutes as presented.*

- **The record shall reflect a Vote was on the Adoption of December 16, 2021 Regular Meeting Minutes and December 21, 2022 Special Meeting Minutes with the following results : 3 Yes Votes and 1 Vote No**

Alderman Wilbert Reed Jr. No  
 Alderman Janice Fleming Yes

Alderman Simeon Profit Yes  
 Alderman Leola Keys Yes

**VII. Adoption of Financial Reports**

*It was motioned by Alderman Simeon Profit and seconded by Alderman Janice Fleming to adopt the Financial Reports for as presented.*

- **The record shall reflect a Vote was taken to adopt the Financial Reports as presented with the following results : 4 Yes Votes to adopt the Financial Reports as presented.**

Alderman Wilbert Reed Jr. Yes  
 Alderman Janice Fleming Yes

Alderman Simeon Profit Yes  
 Alderman Leola Keys Yes

**VIII. Public Comments as They Relate to the Agenda**

*None ( Agenda Proceeded)*

**IX. Mayor's Dialogue**

**Mayor Gerald Brown** – advised the forum of the upcoming Black History Parade on Saturday, February 19, 2022 and route

**Mayor Gerald Brown** – reminded the Board of the Louisiana Municipal Association Mid-Winter Conference on February 22, 2022 and it would be necessary for the Board to advise Ms. Woods after the meeting if they would be attending.

**Mayor Gerald Brown-** stated at the last meeting we talked about our annual Fiscal Audit and the fact we had requested an extension because we didn't have an auditor selected, we did receive word that we were denied that extension.

**X. Parkway Pharmacy:**

**Dr. Lateef Odeyemi** – the pharmacist and owner of Parkway Pharmacy South introduced himself and stated he thanked the community for allowing them to come tonight; and he was looking forward to being a part of the community and is asking the support of the community.

**Dr. Lateef Odeyemi-** informed the forum next week they would be giving out At-Home Test Kits for Covid on a first come first serve basis.

**XI. Honoring of U.S. Attorney Brandon Brown**

**Mayor Gerald Brown** – addressed the forum and advised the forum that upon the last meeting it had been decided to honor Attorney Brandon Browns appointment of U.S. Attorney of the Western Region of Louisiana, because he was reared in the Town of Richwood, and as such on behalf of the Town of Richwood, I present to U.S. Attorney Brandon Brown this plaque and proclamation which reads, on behalf of the Town of Richwood

**U.S. Attorney Brandon Brown-** addressed the forum and stated, good evening he was so happy to be here, this is probably one of the best awards of recognition he will receive as U.S Attorney; thank you for recognizing my feeble efforts.

**U.S Attorney Brandon Brown-** stated he was contacted by someone asking what he would be doing? To make a long story short, his office prosecutes federal crimes in 42 of Louisiana's 62 parishes. All violations of federal criminal law within the western district of Louisiana which is approximately two-thirds of the population.

**Us. Attorney Brandon Brown-** stated they will also be looking into somethings that were not looked into in the past, but they will be looking into, such as voter fraud, disability fraud violation.

**U.S. Attorney Brandon Brown** – Thanked Richwood and the attendees and stated, this will be displayed in my office back in

## **XII. Richwood High Football Team : Requesting Donations**

**Mayor Gerald Brown-** stated, in the packets I sent you there was a request that came in from the Richwood High School Football Team requesting a donation from this body. What they normally do, if you had a chance to read it, they hang banners at events on the football field, which we can have the Town of Richwood placed on there. The initial contribution is \$400, and \$ 200 each year to continue to have the banner there. It would be away for each of us lending support to the football team.

I thought it would be appropriate of us as a governing body of elected officials to show that we are concerned about the young people there in the program.

**Alderman Janice Fleming-** stated, I think its vital we support the children in their efforts, they represent Richwood High School and as a Board member I would love to be a part of that donation and yearly renewal fee.

**Alderman Wilbert Reed Jr.** – stated, he is also interested in supporting our youth, although I didn't go to Richwood, I went to Carroll who was an adversary of Richwood, and you went to Ouachita, but in consideration of the donation Mr. Nolan can we do that legitimately?

**Mayor Gerald Brown-** advised, this would not be from the Town's General Fund, it would be from us the Board.

**Alderman Wilbert Reed Jr.** – stated, oh okay, I would like to also be part of the donation and also had we considered reaching out to RCDA to see if we can get some help from them, it would be a good idea to reach out to them too.

**Mayor Gerald Brown-** stated, I directed them to reach out to RCDA and to the other non-profits we have in the community as well to just speak to them about the possibility of them receiving a donation from them as well.

## **XIII. M5 Consulting Group LLC: Update**

**Mr. Jamie Mayo-** addressed the forum and said, Happy New Year, before I give you an update, I want to congratulate Mr. Brown , Attorney Brown U.S Attorney, we certainly appreciate him and are proud of him for being able to become the U.S. Attorney for the Western District. He mentioned part of his duties, one is to also take a look at elected officials, mayors, alderpersons, police jurors, all of our school board members as well. People ask me what was my biggest accomplishment, was to stay out of jail for 20 years, it wasn't that people didn't try to put me in jail.

I want to give a brief synopsis of the package I have given you; this is not all inclusive, there is a lot of things we have been working on. I want to also thank you for engaging M5, it was a year ago you engaged me, and we have been working on these things since that time.

**SYNOPSIS: ( provided by M5 Consultant representative Mr. Jamie Mayo)**

The first part talks about what is part of the engagement agreement; starting with the SWAT Analysis to identify revenue enhancement, work with federal and government, state officials, and also coming up with best practices to reduce crime, and the fiscal management of Richwood and any other task directed to me by the Mayor and Board of Aldermen.

Concerning the SWAT Analysis, there were various groups that came, business owners, community, and some staff people and we looked at the strengths, weaknesses, or threats of the Town of Richwood a lot of information came out of that, we were able to put together what I call a business strength plan and we have strategies that have been implemented as a result of that plan. The other things we are working on are beautification, marketing Richwood, economic development, partnership in education, safety, housing, and growth.

On Housing and growth , the Mayor and I had the opportunity to talk to Brad Swayze who has a housing corporation, who has talked to me a couple of times about the land you have here in Richwood and that is available, the opportunity to do some housing.

Mr. David Wooley with Choosing Independence an organization out of California has been here before about housing, they have already announced they are going to build about 40 houses in Monroe, we have been working with them, I think that would be something they could implement here; again you have the land in Richwood that this could help a lot.

Richwood is not a member of the National League of Cities, but I have been able to get Richwood as a pilot city, there are only 36 cities that are part of that network and Richwood is part of that network. There are 16 cities or towns in the State of Louisiana, you are one of them. When we started we were looking for grant writer, a person who is an analyst, and also an assistant person who helps me as the state navigator. Now you have support from the National League of Cities, you have a grant writer that is costing you zero (0) because they are part of the pilot cities, They will be able to help you with things like the programmatic monies that are available through the American Rescue Plan Act of 2021; in addition to this one trillion-dollar infrastructure money that has just been passed by Congress. We also can get a grant through the National League of Cities of \$ 2500 grant it is going to involve the park . The contact the Town of Richwood is making through the National League of Cities is great; that is something we did not have here, but we have now. The Town of Richwood has submitted (3) three priorities for the programmatic money and you already received money through the American Rescue Plan, I think 1.2 or 1.3 million dollars; you have already gotten half, and you will get the other half this year. You are in line for some more programmatic monies with the National League of Cities; you are like first in-line to do that.

**Alderman Leola Keys-** inquired, if Mr. Mayo said we had a grant writer person that cost us I believe you said absolutely zero, can I get a little more of the details on that?

**Mr. Jamie Mayo** – answered, that is through the pilot program that you are not paying anything for, now the engagement that you have to do other things, because I do fill those areas on the other side, I was able to get that free of charge for the city. This will remain in place until they either run out of money or we are not actively involved.

**Mayor Gerald Brown-** stated, before I talk about M5, let me say this... I didn't talk about this. Mayor Mayo did mention the traffic light as well as the median project.

I talked to Marshall today too, and he indicated to me the traffic light should be completed by the end of February, that is by Family Dollar. He indicated to me the timeframe for the median bidding have been moved up, it was going to happen in May, they are going to be putting those bids out by February the 9<sup>th</sup>, and once they do that you are looking at maybe a 90-day timeframe for them to go through those bids and create all those contracts, they start ordering material

**Mayor Gerald Brown-** stated through M5 we have had an opportunity as a Town to be exposed on a lot of different levels with his relationship with Strong Southern Cities as well as his relationship with the National League of Cities. There is a lot of information and technical assistance that has been made and will be made available to us; especially looking at some of the surplus monies the State has, the State has \$ 1.5 billion surplus monies and then there is a trillion-dollar infrastructure plan which according to the State will be getting a portion of. I think one of the key things to stick a pin in that Mayor Mayo and I have been talking about is those monies will go to the Governor and his office; so the relationship we have with that office is going to be important. Mayor Mayo has helped us establish a pretty good working relationship with him and his office. We were able to sit down with him and discuss specifically some of the long-standing needs of the Town of Richwood.

#### **XIV. Dr. John Sutherlin** ( *Discussion regarding Grant Writing* )

**Dr. John Sutherlin-** addressed the forum and stated the proposal you have in front of you is obviously a very different focus than what M5 had engaged to work on; this would be where we not just simply bring to you a grant, but actually train staff so that you can do a lot of this yourselves. It is my belief that in the degree that in which we can empower you to be able to do more, you certainly know your community better than I do or any outsider. When we work with you it would be with the eye of training people on staff of working with you identifying those grants that are not just simply governmental or earmarked or part of economic development, but this would be a full range of grants that we look at every single day across in government, private, non-profit, (*system sound interruption occurred inaudible comment*).

The idea is to work with Richwood itself, so that you guys have the ability to do this; our hope is a year from now, with this is that you fire us because you won't need us. It doesn't help you if all we do is create a dependency, we want to empower you to do this on your own, and still provide guidance regarding this.

**Mayor Gerald Brown-** stated, I want to make sure you understand the difference between what M5 is a consultant and the grant writer he is speaking about is something we should have the opportunity to capitalize on, but again as he stated we are not a member of the National League of Cities it is based on the relationship we have with him that we have been able to get access and have a bit of a chance at a sit at the table with him for them to do some work for us; as he mentioned we too would have to gather the information and compile the information and they would help us in terms of wording and putting those things together in terms of getting ready to try submitting it, and that would be a great help.

In terms of Dr. Sutherlin, is teaching us how to do this process ourselves from start to finish, compiling the grants themselves, do the research in terms of what types of grants are available, and knowing how to word, how to compile, and how to put together these sorts of application so that we might best be able to be awarded these opportunities. Dr. Sullivan has shared with me it does not matter to him how many people I send to him to train, and perhaps some of the board members may be interested in getting trained in the course he puts us through in regard to how, and as he stated the goal is to end the contract with him because we would be able to do this ourselves. During this process they would be writing grants for us as part of this and during the year long process.

#### **XV. Perroyt Epting ( SYM)**

**Perroyt Epting (spokesman for SYM)** – addressed the forum and stated he was not sure if the Board received the packet, but he has a list of things they are trying to do for the upcoming spring and summer in order to get these done they will need some help from the Town. Improvements to the building and improvements to the Town park.

**\*\*\* Board inquired where was the proposal \*\*\***

**Mayor Gerald Brown-** advised the forum that one of the things that we are able to do with the American Rescue Plan dollars there is an inclusion too for qualified non-profits; and we may be able to assist them in terms of what they are wanting to do for the community.

I think I have a copy of the packet and if I do I will provide a copy to you .

#### **XVI. Tyrone Dickens: Discussion of Multi-Purpose Building usage**

**Mr. Tyrone Dickens-** addressed the Board to address the issue of him not being able to host concerts in the Richwood Multi-Purpose Center.

**Mr. Tyrone Dickens-** went over the list of philanthropic or community events he has been a part of or presented in the Town of Richwood.

**Mr. Tyrone Dickens-** stated, he donates to the Town of Richwood and want to know what is the problem with him having events in the Multi-Purpose Center

**Mr. Tyrone Dickens-** stated many of the convenience stores in Richwood had questioned him as to why he has not been having events in Richwood, and he would like to address the Board, specifically Mr. Reed, as to why he is not permitted to have concerts in the Richwood Multi-Purpose center?

**Alderman Wilbert Reed Jr.** - addressed Mr. Dickens question and stated, he does not have a problem with Mr. Dickens benevolence to the Town, but if you are going to have a function in the building make sure you follow the rules, that is all I am saying, you or anybody else that does that, if you are going to have anything to do with the building must do that. If you are going to have a function in this building you must follow the procedures.

This building is not set up to have a concert in this building; the last time that happened we caught holy hell from the community; if you are using the building lets make sure you are following the rules, paying for it, and have insurance.

This building is here for the kids, not concerts... who is benefiting from these concerts. The building and the bathrooms in this building are not set up to handle the usage from a concert. This is all we got, this is where we have our meetings, weddings etc.; toilets backing up, traffic all of that ...people called us complaining.

You will benefit from the concert and the Town might make a little money, but the citizens are upset with this.

**Alderman Leola Keys-** inquired, if the capacity limits were posted ?

*\*\* It was pointed out the capacity limits are on the wall\*\**

**Alderman Leola Keys** – stated, all the list of things Mr. Dickens presented was good, but she agrees with Alderman Wilbert Reed Jr. about the usage of this building. There are some things when we talk about concerts the rules were not followed.

**Mr. Tyrone Dickens-** stated, he is not asking for special privileges and he followed the rules; when it came to the incident in question, he had called the fire marshal and talked to him. All I am saying is people are wanting something to do, and I have no problem with following the rules.

**Alderman Janice Fleming-** addressed, Mr. Dickens were he asking for permission to book the building?

**Mr. Tyrone Dickens-** stated, he had inquired on having an event in the building and was advised it was not allowed.

**Alderman Janice Fleming-** stated, she thought there were guidelines already for the particulars on an event being held here and the stipulations on the insurance and other particulars necessary.



**Mayor Gerald Brown-** answered, we do; as you might remember, Mr.K-9 had booked the park for an event, and we were just coming off the restrictions of Covid; it rained and as he had done several time before he turned his outside event and turned it an inside event.

Its a couple hundred people which is fine with capacity, that particular event I think because of what was going on and Covid Restrictions being lifted it was attended... I have never seen anything like that; so we had a conversation here because there was a lot of traffic on Martin Luther King, as well as Highland and Brown Road; and with all that traffic there was a lot of complaints because of that.

I can't say necessarily I remember you guys voting on it , but the tenor of the Board that night was to stop doing functions of that nature in the building at that particular time.

What I am saying because that particular event, was like a surprise, it was not intended to be that many people, it was more that because of the Covid situation and people not having anything to do it just happened that way.

I am saying that I think Mr. Dickens, police officers, a couple of Board members and myself can sit down and talk through the particulars of whether or not we can do something like this on a scale or level that make sense.

**Alderman Janice Fleming-** stated that she felt we needed to do is revisit the guidelines and put some better guidelines in place to make certain we have bullets in every area, and any person wanting to rent this facility must follow the guidelines if you have not given your insurance and all these things before the deposit is taken.

**Mayor Gerald Brown-** stated, let me say, that has never been the case involving again with Mr. Dickens organization, he has a blanket policy which he utilizes for events. We have never had something where this building is not insured by the entity using it. I do agree we need to sit down and outline what procedures if something of this nature does happen.

**\*\* It was agreed by Alderman Wilbert Reed Jr. and Alderman Leola Keys would attend a meeting next week to go over the information. \*\***

#### **XVII. Attorney Jay Nolen: Discussion of Judgements:**

**Attorney Jay Nolen** – stated he was here to discuss two judgements against the Town of Richwood.

The first judgement was Otis Blanson he claimed he was going to be employed by Richwood as a supervisor; his commission was sent down to the governor's office and it was just a patrolman, a difference of fifty cents an hour and after 700 hours he decided he was going to file suit. I

have not spoken to his attorneys; I think the last time was about 7 or 8 years ago, around 2014, that one is just about dead.

The one we have more interest in is the one where Clifford Thomas was nominated by the Mayor as Police Chief and confirmed by the Board, and then he comes to work one day, and they refuse to let him in the building to go to work. I suggested to him at that time, arrest them all and call the sheriff.

Instead of that he filed a suit, and he received a judgement of twenty-seven or twenty-eight thousand, with interest is around forty. The only problem is you can suspend the effectiveness of judgement for 10 years by recording it in the mortgage record, and before that 10-year period is up you can revive it by filing to revive the judgement, in this case Mr. Thomas did file one he claims that he had an attorney from New Orleans tell him how to do it; at our last meeting He and I discussed it, and I said, well I've looked at what was done and I think it was done wrong and I don't think your judgement has any effect, but have your lawyer call me, he may know something about it I don't.

The thing with Mr. Thomas is on April 29<sup>th</sup>, Judge Ammon ruled in his favor; The Town of Richwood decided it was *(inaudible) to the plaintiff, its when we say we are going to appeal this, but we are not going to put up a bound to do this. After 30 days the creditor can come after you, are not, we ended up dismissing the appeal because we didn't want to pay the cost of the Court of Appeals. In the district court the Town of Richwood presents the cost of court fee as they occur once its over you have to pay then.*

The problem is he never took either one of these judgements and filed them into the public record, I checked the record, had a deputy clerk assist me in it, never filed it, he just came in right behind the judgment of October 27<sup>th</sup>.

The Judgement of October 27<sup>th</sup> says, by motion of the Town of Richwood concurred by Clifford Wayne Thomas, showing that the cost bill has not been paid, and the Town is not going to pay it whereby we are dismissing the suit.

He again sites October 27<sup>th</sup> that he had an amount of \$ 27,849.39 of financials . The judge signed it on April 29<sup>th</sup>, and he would have had until April 28<sup>th</sup> to revive it, he didn't revive it. I am waiting for his attorney to contact me.

**Alderman Leola Keys-** stated she would like to hear about Foster Construction, have we heard anything about that?

**Attorney Jay Nolen-** said with Foster, once you have a lawsuit pending if you go more than 3- years and don't do anything to move it forward on the record it expires; he has done just enough to keep it like that; this case could possibly be settled; it hasn't had a judgement yet. His attorney is saying the company did no wrong, and the Town of Richwood has done lots of wrong; we didn't pay him the price of \$49,000 which was retainage; he did not finish the building on time, so we filed a counter claim of about twenty-four to twenty-five thousand,

which he says is buckshot; he has taken us to the court of appeals. The thing is you cannot make the Town pay out of public funds.

**Mr. Clifford Thomas**- addressed the forum and said , Good Evening Mayor, Board and citizens, Mr. Nolen has been working a little bit too long. Let me start off by, sometimes you can be in a field of expertise or profession, and you out live your useable time.

I met with the Mayor on December of last month, and the first thing I asked him when we went in his office was an incident that he is quiet familiar with what I am going to share with the Board, the rest of the Board may not be familiar with an incident that took place; but I want to start off with Mr. Nolen said, when he said the Legislative of Auditors stating to clear up all of the judgements that may be outstanding; and he talked with whoever he talked with, and they said well, you can't make the Town pay, we are not talking about making the Town pay, We're just saying do the right thing. Whoever you talked to did not say the Town could not pay only that they did not have to pay.

I spoke with the Mayor at our last Board meeting, you guys might support me, I along with the Mayor and Mr. Nolen right there in the hallway and Mr. Nolen referred to me and the Mayor, and he said, District Attorney Steve Tew, had advised him, he had met with him and had advised him in the event that any of you guys paid the judgement or signed off on the judgement that the District Attorney would arrest you all for malfeasance in office. That sounded quite strange to me and the Mayor looked puzzled at that time too, but certainly this is the Town Attorney, so you would think that you wouldn't get any incorrections or advice from the Town 's Attorney; so the next morning, Friday morning, I'm on the phone calling the D.A's office to talk to Mr. Tew, because I wouldn't think the District Attorney would interfere in a matter that has been adjudicated, that the Board of appeals and signed by District Judge Robert Johnson and initial judgement signed by District Judge Ammon, which I have a copy of all this right here, everything is decent and in order, except being paid by you guys; he said the District Attorney had said this, so I called and his secretary said I'll give you his voice-mail but he is not in; twenty minutes Mr. Steve Tew called me, Mr. Thomas, this is Steve Tew, District Attorney. I said yes, sir, I was surprised he called me that quick. I said, I have a concern the Town attorney for Richwood has advised the Board and the Mayor if they pay my judgement you would charge them with malfeasance in office... this man said, I have had no such conversation with Mr. Nolen, he said I along with Jay Mitchell which is the Attorney for the Police Jury was having a conversation in the hallway because we were about to go into a meeting, Mr. Nolen comes up and begins to just casually conversate with us as well, and Mr. Nolen brought up I got one judgement that I have a concern about in Richwood regarding the timeframe that was to revive it. He said, he didn't make any comment because it was not his purpose to have that discussion about this; he didn't really know why Mr. Nolen brought that up, so he didn't make any kind of response to Mr. Nolen. He said, Mr. Thomas that wouldn't even come to my office I don't arrest people, he said, and if they feel that people have done something wrong down there in Richwood call the police department or they can contact the inspector's office in Baton Rouge; he said that matter would not even have come before my office. The reason I brought this whole conversation up is to show the credibility of your Town Attorney. Anytime you are ill-advised by someone that you are staking all your actions or inactions on is a big

concern with me; that is what we are having happen with Mr. Nolen, he is continually coming up with this stalling tactics that's not favored, let's hold off, let his attorney contact me; this thing has been adjudicated, it's over with and I just humbly request that the Board pays me. I'm glad that we have a new U.S. Attorney because he said, if someone made a statement up here about the abuse elected officials... Mr. Nolen was a playmate of his at one time and may be a victim of his at a later time. There is a civil statue that the federal attorney can talk about, a civil statue where as the town has always, municipalities have had federal case laws to where if they do not pay a judgement, no you can't garnish them you can't make them pay; but at the same time if they have an ability to pay it, that is a civil rights violation, because they have chosen as Mr. Nolen is telling me, we just not going to pay because we don't have to, that there is case law to prove I can be paid through civil court, this man would be the one that would be prosecuted because it would be a federal violation.

I am asking the Town, the Board of Aldermen and the Mayor, I spoke with the Mayor we had a good conversation, and talked about some other things, we were quite candid with each other, and he said he would put this on the agenda tonight, and I thought the purpose would be to go ahead on and bring closure to it, I have the amount that's due me with the judicial interest, using the Louisiana Judicial Calculator for 2022; all things are covered except your vote, the Board of Aldermen; so why the illusions, and smoke screens and all that stuff? The Board of Aldermen have the authority to advise the Mayor to cut the check to settle this judgement; there is nothing else to be done with this case but pay me.

**Mayor Gerald Brown-** stated, Mr. Thomas and I did talk but it's just that point, Mr. Nolen, and myself we went to see Mr. Tew and Jay Mitchell, and the question I had was based on what Mr. Nolen was advising, was whether or not if a judgement had not been properly recorded and transcribed would we be any harms way of dealing with that judgement; and the information Mr. Tew said was that, look I don't have any details about the case, I was not the one that was on it, I don't have any specific information, but if you're telling me a judgement has been expired because it wasn't recorded properly, if that is what you are saying, then yes. He didn't say to me that anyone would be arrested; but he said yes, you could be charged with malfeasance if that was the case.

**Mr. Clifford Thomas-** replied, and that's kind of concerning , because how is the Board members be charged with malfeasance for an event I am responsible for? The Clerk of Court's office files all of the documents from court proceedings, there is nothing to be transcribed by me. I don't file anything with the clerk of court that is just another smoke screen.

**Mayor Gerald Brown-** stated, this is what I am sort of saying to the Board and tell me if you like my thinking on this, I just think we need a legal opinion either from Mr. Tew or the Attorney General as it regards specifically to Cliff Thomas and his judgement. On one hand I am hearing what he recorded was not done properly and its dead, that's what I'm hearing on one case and on another case I'm hearing, No, I did what I was supposed to do, and its' been recorded properly, pay me my money. Now, I'm not a lawyer so I don't know the difference between one or the other but I think it is important for us to go to our District Attorney or the Attorney General and get a valid legal opinion; because I don't want to sign a check and that could potentially put you

or I in harms way or the Town; but, I don't want to not sign a check that could do the same thing, if you follow what I am saying.

**Mr. Clifford Thomas**- commented, I have two documents here signed by District Judges that I think you guys can comfortably rest on saying you are making the right move. I don't think Judge Robert Johnson would have signed this document of revision if it wasn't transcribed or filed the right way or that sort or Judge Ammon who did the original judgement, these are District Judges are not going to sign documents if they are not properly adjudicated, properly filed, really? Judges have signed off on this, I am just humbly asking the Board to authorize this payment. Don't spend any more time for opinions or lollygagging around, I'm just asking the Board to do the right thing; two judges have signed off on this thing.

**Mayor Gerald Brown** – stated, I think it is proper here that we get a legal opinion, to see rather or not this is indeed properly recorded and if we are in fact without any harm in making a payment to Mr. Clifford Thomas.

**Alderman Wilbert Reed Jr.** – apologized that he had to go through this, but there is a procedure to do everything, and we have to make sure this is the right procedure, the only thing we can do now is get a legal opinion.

**Mayor Gerald Brown**- stated we can get it from the District Attorney's office or the Attorney General of Louisiana.

**Mr. Clifford Thomas**- questioned, if they thought a District Judge would sign off on this if it was not proper?

**Mayor Gerald Brown** -replied he does not have the expertise to judge that and recommend an opinion be received regarding this issue

### **XVIII. Adjournment**

It was motioned by Alderman Janice Fleming and seconded by Alderman Wilbert Reed Jr. to adjourn @ 9:01 p.m.