MEETING OF THE MAYOR AND THE BOARD OF ALDERMEN TOWN OF GRAMERCY SEPTEMBER 8, 2025 at 6:00 PM AGENDA

PUBLIC HEARING

ORDINANCE 775-2025 AN ORDINANCE TO AMEND THE TOWN OF GRAMERCY ORDINANCE 705-18 UNDER SALES TAX & USE AND REINSTATE VENDOR'S COMPENSATION

PUBLIC MEETING TO FOLLOW IMMEDIATELY AFTER PUBLIC HEARING

CALL TO ORDER

PRAYER/PLEDGE

ROLL CALL

PUBLIC COMMENT:

Comments will be received on any agenda item listed below. Please state your name and address and agenda item you wish to discuss. If you wish to discuss an item not listed on the agenda, please send in a written request to be placed on the next regular meeting agenda. Please limit all comments to three minutes.

PRESENTATIONS:

Phil Chachere - Storage Container at 519 N. Airline Ave

REPORTS

- 1. APPROVAL OF MINUTES Regular Meeting August 11, 2025
- 2. FINANCIAL STATEMENTS AND PAYMENT OF THE BILLS
- 3. ATTORNEY'S REPORT
- 4. POLICE CHIEF
 - EMERGENCY PREPAREDNESS DIRECTOR
 - CODE ENFORCEMENT
- 5. PLANNING COMMISSION
- 6. ST. JAMES GOVERNMENT
- 7. ALDERMAN'S REPORT
- 8. MAYOR'S REPORT

ORDINANCE - FINAL ACTION

ORDINANCE 775-2025 AN ORDINANCE TO AMEND THE TOWN OF GRAMERCY ORDINANCE 705-18 UNDER SALES TAX & USE AND REINSTATE VENDOR'S COMPENSATION

RESOLUTIONS

RESOLUTION NO. 17-2025 A RESOLUTION TO RE-SCHEDULE THE REGULAR TOWN MEETING FOR THE MONTH OF OCTOBER DUE TO THE COLUMBUS DAY HOLIDAY

AGENDA SEPTEMBER 8, 2025

RESOLUTION NO. 18-2025 A RESOLUTION BY THE TOWN OF GRAMERCY, LOUISIANA, TO ENTER INTO AN AGREEMENT WITH THE OFFICE OF DEBT RECOVERY, AN OFFICE WITHIN THE DEPARTMENT OF REVENUE, FOR THE COLLECTION OF DELINQUENT DEBTS

RESOLUTION NO. 19-2025 A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN OPT-IN FORM FOR THE STATE-MANAGED TEMPORARY HOUSING PROGRAM UNDER LOUISIANA RIVISED STATUTE 726(F)(3)(B)(iii)(aa)

ADJOURNMENT

ORDINANCE 775-2025

AN ORDINANCE TO AMEND THE TOWN OF GRAMERCY ORDINANCE 705-18 UNDER SALES TAX & USE AND REINSTATE VENDOR'S COMPENSATION

WHEREAS, An Ordinance of the Town of Gramercy, Ordinance 705-18, Under Sales Tax & Use, and reinstate vendor's compensation

The following shall be amended and read as:

Section 6. Vendor's Compensation. For the purpose of compensating the dealer in accounting for the remitting the Tax levied by this ordinance, each dealer shall be allowed one and one-half percent (1.5%) of the amount of Tax due and accounted for and remitted to the Collector in the form of a deduction in submitting its report and paying the amount due by the dealer, provided the amount due was not delinquent at the time of payment, and provided the amount of any credit claimed for taxes already paid to a wholesaler shall not be deducted in computing the commission allowed the dealer hereunder. The maximum allowable amount per dealer and calendar month is seven hundred and fifty dollars (\$750.00), effective for taxable periods beginning on or after July 1, 2025.

Said Ordinance having	ng been introduced on Mo	onday, August 11, 2025	, notice of public I	hearing having
been published on T	hursday, August 21, 2025 s	said public hearing and	public meeting he	ld on Monday,
	at 6:00 pm, the title having			
	, second by Alderman _			
and the following res	=			
YEAS:				
NAYS:				
ABSENT:				
ABSTAIN:				
And the ordinance w	as declared adopted on this	s, the 11 th day of August	:, 2025.	
Steven J. Bourgeois,	Mayor			
Attest: Amy O. St. Pie	erre, Town Clerk			

TOWN OF GRAMERCY MEETING AGENDA REQUEST

Name: Phil Chacher
Physical Address: 5/1 N Aarline auc
Phone Number: 9/7682 80/4
Date of Meeting: $9-8-25$
December Decrease (Disease has an esitia in description. Community Concerns will not be
Reason for Request: (Please be specific in description – Community Concerns will not be accepted)
WENT TO ask aBOUT The STORASE
Contanet Blocking my vein of on
COMMING Traffic (Budener @ 519 H. Airline)
All Mare 9-4-25
Signature Date

Mayor and Board of Aldermen meet on 2nd Monday of each month at 6:00 pm Requests must be turned into Town Hall by 4:00 pm on Thursday before scheduled meeting. Thank you.



RESOLUTION NO. 17-2025

A RESOLUTION TO RE-SCHEDULE THE REGULAR TOWN MEETING FOR THE MONTH OF OCTOBER DUE TO THE COLUMBUS DAY HOLIDAY

WHEREAS, the Mayor and Board of Aldermen, Town of Gramercy, Louisiana, meet on the second Monday of every month; and,

WHEREAS, in the month of October, this meeting falls on Columbus Day,

WHEREAS, in observance of this holiday, the Town of Gramercy will hold its regular monthly meeting on Wednesday, October 15, 2025, at 6:00 pm.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN, TOWN OF GRAMERCY, LOUISIANA THAT:

SECTION I. That the regular meeting of the Mayor and Board of Aldermen, Town of Gramercy, Louisiana, will be held on <u>Wednesday</u>, <u>October 15</u>, 2025, at 6:00 pm

A motion to adopt the above resolution was made by Alderman Brack, seconded by Alderman Williams, and resulted in the following vote:

YEAS: NAYS ABSENT: ABSTAIN:

And the resolution was adopted on the 8th day of September, 2025.

*** CERTIFICATION ***

I, Amy St. Pierre, Clerk of the Town of Gramercy, Louisiana, do hereby certify that the above is a true and correct copy of a resolution duly adopted by the Board of Aldermen of the Town of Gramercy, Louisiana, duly convened on the 8th day of September, 2025.

Amy St. Pierre, Clerk	

RESOLUTION NO. 18-2025

A RESOLUTION BY THE TOWN OF GRAMERCY, LOUISIANA, TO ENTER INTO AN AGREEMENT WITH THE OFFICE OF DEBT RECOVERY, AN OFFICE WITHIN THE DEPARTMENT OF REVENUE, FOR THE COLLECTION OF DELINQUENT DEBTS

WHEREAS, the Board of Aldermen recognizes that there are certain debts and accounts on which the Town has been unable to collect funds due;

WHEREAS, the Board of Aldermen recognizes that, as the governing authority for the Town, there exists a duty to exercise due diligence in collecting public funds;

WHEREAS, the Board of Aldermen recognizes that the Town is authorized by state law to collect outstanding debts owed to the Town of Gramercy for the collection of one or more of the following items:

- 1. Debts and accounts receivable, including, but not limited to, unpaid utility fees, penalties, interest, and other sums due to the municipality, as applicable,
- 2. Court penalties, costs, fines, and fees in cases in municipal court in which the accused has failed to appear or otherwise failed to satisfy a monetary obligation ordered by the court;

Steven J. Bourgeois, is hereby authorized and directed to execute a joint agreement between the Office of Debt Recovery, an Office of the Department of Revenue, and the Town of Gramercy, for the collection of delinquent debts.

A vote to adopt the above resolution was made by Alderman _______, seconded by Alderman and resulted in the following vote:

NOW, THEREFORE, BE IT RESOLVED, by the Town of Gramercy Board of Aldermen, that Mayor

Alderman _____ and resulted in the following vote:

YEAS:
NAYS:
ABSENT:
ABSTAIN:

This resolution was declared adopted on the 8th day of September, 2025.

***** CERTIFICATION *****

I, Amy O. St. Pierre, Clerk of the Town of Gramercy, Louisiana, do hereby certify that the above is a true and correct copy of a resolution duly adopted by the Mayor and Board of Aldermen of the Town of Gramercy, Louisiana, duly convened on the 8th day of September, 2025.

					0.00
Amy	O.	St.	Pierre,	Clerk	

ORIGINAL AGREEMENT

Agency Participation Agreement Office of Debt Recovery

1. Parties

This Agency Participation Agreement ("APA") is entered into by:

Ag	gency Participation Agreement (APA) is entered into by.
a.	The Office of Debt Recovery ("ODR"), an office within the Department of Revenue ("LDR"), and,
1.	
b.	
	(hereinafter sometimes referred to as "Agency").

2. Program Description

- a. R.S. 47:1676 authorized ODR to collect outstanding debts owed to the State of Louisiana and its municipalities.
- b. Executive branch agencies that are owed delinquent debts are mandated to refer those delinquent debts to ODR for collection.
- c. Meanwhile, non-executive branch agencies, municipalities and other state entities may refer delinquent debts to ODR for Collection.

3. Term

- a. This agreement begins from the date of signing by the parties and expires five (5) years from the date of the last party's signature on the document, unless an early termination request is requested by either party.
- b. Either party may request an early termination for any reason or no reason by giving a sixty (60) day notice.
 - i. The Agency placing the debt will recall all of the debt from ODR and work to pull back the debt from all collection tools on the accounts will begin within five (5) working days of the notice of termination.
 - ii. Any funds already collected but not paid to the Agency will be paid through the normal monthly payment process and in accordance with R.S. 47:1676.
- c. Upon expiration of initial term of this agreement, the parties may choose to:
 - i. Renew the agreement or
 - ii. Operate under the terms of this agreement on a month to month basis
 - iii. until:
 - (a) Another agreement is entered into by the parties, or
 - (b) All the debt is recalled by the Agency.
- d. The parties also agree that the termination or expiration of this agreement does not supersede the rights and responsibilities of any of the parties as set forth in La. R.S. 47:1676.

4. Definitions

- a. "Authenticated" means that the referring Agency has certified the amount of the delinquent debt, the debtor's liability, the debtor's name, address, telephone number, social security number, and the federal or state taxpayer identification number.
- b. "Debt" means any legally collectible liquidated sum due and owing an Agency or due and owing a person and collectible by any agency, or a judgment, order of the court, or bond forfeiture that is properly certified by the clerk and that orders the payment of a fine or other court-ordered penalty.

- i. The legally collectible and liquidated sum due includes principal and accruing interest, fees, and penalties, if appropriate.
- ii. For purposes of this APA, "debt" shall not include any legally collectible liquidated sum due and owing to an agency or an individual pursuant to the following federal programs: Title IV-A, Title IV-B, Title IV-D, Title IV-E, Title XX of the federal Social Security Act, 7 United States Code (U.S.C.) 2011 et seq., 10 42 U.S.C. 9858 et seq., 42 U.S.C. 5101 et seq., 42 U.S.C. 5116 et seq., 42 U.S.C. 10401 et seq.;
- iii. Nor shall "debt" include, any sums due on account of overpaid unemployment compensation benefits or unpaid contributions or reimbursements pursuant to Louisiana Employment Security Law under R.S. 23:1471 et seq.
- c. "Delinquent debt" means a debt that is sixty (60) days or more past due.
- d. "Final delinquent debt" means the debt is delinquent and the amount due cannot be legally challenged because the debtor has no further right of administrative or judicial review.
- e. "Non-final delinquent debt" means the debt is delinquent but the amount due can be legally challenged because the debtor still has administrative or judicial rights.
- f. "Agency collection efforts" means actively calling and mailing collection notices to the debtor. Collection efforts does not include accepting payments on debt by the debtor, denying registration, denial of licenses (recreational or professional) denial of grades, or offsetting future vendor payments on vendors that may owe debt.

5. Agency Responsibilities

The Agency referring debt to ODR agrees to:

- a. Authenticate all delinquent debt;
- b. Send all delinquent debt to ODR in ODR's preferred file format;
 - i. The file will be sent via secure file transfer protocol (SFTP), uploaded to a secure web portal or through other methods if the Agency is unable to comply with the first two (2) options listed.
 - ii. The Agency is responsible for notifying ODR of the need to find an alternate file transfer method ten (10) days after the Agency discovers they cannot participate in SFTP or web portal uploading.
 - iii. ODR and the Agency must implement an alternative file transfer plan thirty (30) days after the Agency's notification of non-compliance.
- c. Send the debtor proper notice that:
 - i. Requests payment of the debt;
 - ii. Contains information necessary to identify the nature and amount of the debt;
 - iii. Notifies the debtor that failure to pay the delinquent debt in full within 60 days will cause the debt to be transferred to the ODR for collection;
 - iv. Notify the debtor that an additional collection fee of up to twenty-five percent (25%) of the total debt liability will be added to the delinquent debt upon transfer to the ODR for collection;
 - v. Notify the debtor that a claim will be filed with the UNITED STATES TREASURY OFFSET PROGRAM where all payments "eligible for offset" will be seized, up to the amount of the debt plus any additional fees.
 - (a) Additional collection tools will be used to collect the outstanding debt which may include reporting the debt to a credit reporting agency or suspending and/or revoking professional license.
- d. Stop all Agency collection efforts once the delinquent debt has been referred to ODR;
- e. Provide any assistance or information to ODR if the delinquent debt is challenged or questioned;

- i. Assistance or information requests will be sent to the Agency by the ODR collector.
- ii. The Agency should respond to the requestor within a reasonable time frame to comply with any legal requirements and will be informed if the response is needed within a more urgent time frame.
- f. Suspend, revoke or deny any licenses, permits, certificates or other privileges in which suspension, revocation or denial could be used as a collection tool.
- g. Provide any and all information needed to respond to any challenges and aid in the handling and tracking of all suspensions, denials and revocations.
- h. Provide all resources necessary to comply with the duties and responsibilities of this agreement.
- i. Notify ODR of any payments it may collect on a debt placed with ODR.
- j. Notify ODR via an Agency Direct Payment File within 7 days to prevent over collection.
- k. Submit the ODR Fee portion of the payment to ODR or notify ODR to take the ODR Fee from the next Agency payment.

6. ODR Responsibilities

The ODR agrees to:

- a. Notify the debtor by letter, within fifteen (15) days after receiving the delinquent debt, that the debt has been referred to ODR. The letter will include the following information:
 - i. The total amount owed to the ODR;
 - ii. The amount of ODR's collection fee;
 - iii. The name of the agency that referred the debt to ODR;
 - iv. The date of the notice; and,
 - Notification that ODR may forward the collection matter to third party collector (including the Attorney General's Office) for further collection efforts, which may incur additional fees and costs.
- b. Handle initial questions, issues and challenges related to the collection of delinquent debt on behalf of the Agency;
- c. Make timely requests to the Agency for additional information when needed;
- d. Create and transmit a monthly payment report listing any payment received on your debt by ODR within the previous month;
- e. Create and transmit any of the following reports when requested;
 - i. Debt status report(s) listing any accounts that have been returned to the Agency for a variety of reasons that may make the account uncollectible, such as but not limited to, the recall of the account, death, bankruptcy, the debtor is out of business, the debtor business is inactive, the debtor cannot be located and all skip trace efforts have been exhausted, collection efforts have been exhausted and no acceptable regular payments were initiated.
- f. Send timely requests for license, permit or certificate suspensions, denials or revocations while handling the suspension, denial or revocation of driver's and hunting and fishing licenses immediately; and,
- g. Use the collection tools below to collect the delinquent debt of the referring Agency;
 - i. State Tax Offset Program: allows ODR, to intercept, seize or garnish any state tax refund in the name of any debtor
 - ii. Federal Vendor Offset Program: allows ODR, to intercept, seize or garnish any federal payments in the name of any debtor
 - iii. Financial Institution Data Match: allows ODR, in accordance with La. R.S. 47:1677, to intercept, seize or garnish any monies identified in an account that is in the name of any debtor
 - iv. Any other collection tool not specified in La. R.S. 47:1676 or listed above as permitted by law.

- h. Provide all resources necessary to comply with its duties and responsibilities set forth in this agreement.
- i. Any funds that might be collected due to timing of collections tools on accounts that are no longer placed with ODR will be returned to the debtor.

7. Compensation

Unless compensation is otherwise provided for by law or in an instrument evidencing the debt, compensation will be set forth as follows:

- a. For debt that became final <u>before</u> June 17, 2013, ODR shall receive up to <u>twenty-five (25%)</u> of the total debt collected.
- b. For debt that becomes final <u>after</u> June 17, 2013, ODR shall charge the debtor up to <u>twenty-five</u> <u>percent (25%)</u> of the total liability pursuant to La. R.S. 47:1676.

8. Returning Collected Funds to Agency

ODR will send funds collected to the Agency within thirty (30) days from the end of the month in which the funds were collected in the following method:

- a. For debt that was placed with the ODR prior to January 1, 2024, payments will be will be allocated by an 80/20 split. 80% of the payment will be sent to the Agency and 20% will be applied to the ODR fee until the payment is paid off.
- b. For debt that was placed with the ODR after January 1, 2024, payments will be will be allocated by an 86.9565/13.0435 split. 86.9565% of the payment will be sent to the Agency and 13.0435% will be applied to the ODR fee until the payment is paid off.

9. Confidentiality of Information in the Centralized Electronic Debt Registry

- a. All information contained in the centralized electronic debt registry constitutes confidential debtor information.
- b. The Agency agrees to be bound by La. R.S. 47:1676(D)(2) and R.S. 47:1676(F)(1) and (2) regarding the confidential character of records and information contained in the centralized electronic debt registry. The Agency also:
 - Acknowledges that in limited circumstances only, the records and related information in the centralized electronic debt registry are potentially subject to disclosure in accordance with the public record law of the State of Louisiana, and
 - ii. Agrees that the Agency shall not discuss, disclose or otherwise make available any such information or data to anyone without proper notification to the ODR.
- c. Further, all parties agree that by entering into this agreement they will have access to certain confidential information regarding the debtor.
 - i. Neither of the parties bound by this agreement will at any time disclose confidential debtor information and/or materials without the consent of the subject debtor unless such disclosure is authorized by this Agreement or required by law.
 - ii. Confidential information will be handled with the utmost discretion.

10. Confidentiality of Tax or Taxpayer Information in the Centralized Electronic Debt Registry

- a. To the extent any of the data gathered during the collection process constitutes taxpayer information; the Agency agrees to be bound by La. R.S. 47:1508 regarding the confidential character of tax records and information.
- b. The Agency also acknowledges that tax records and related information are not subject to disclosure or the public record law of the State of Louisiana, and agrees that it shall not discuss,

- disclose or otherwise make available any such information or data to anyone other than representatives of LDR.
- c. Further, all parties agree that by entering into this agreement they will have access to certain confidential information regarding the taxpayer.
 - i. Neither of the parties bound in this agreement will at any time disclose confidential taxpayer information and/or materials without the consent of the subject taxpayer unless the disclosure is authorized by this agreement or required by law.
 - ii. Confidential information will be handled with the utmost discretion.
 - iii. The Agency agrees to comply with the confidentiality requirements of La. R.S. 47:1508 through 47:1510 and as required by state law for all records and documents collected, maintained, or generated by the Agency under this agreement.

11. Confidentiality of Referring Agency Data or Information

The Agency agrees that it will attach as exhibit A all the confidentiality provisions or statutes that govern the handling of its data and/or information.

12. Warranties and Indemnification

- a. Each signatory warrants they have the authority to institute policy and procedures within their respective department or agency regarding debt collection and that this agreement shall become binding and enforceable policy and adhered to in good faith following execution by both parties in the presence of the undersigned witnesses.
- b. Each party to this agreement will be liable for the acts and omissions of its own employees. Upon receipt of the debt referral, ODR shall assume all liability for its actions without recourse to the agency and shall comply with all applicable state and federal laws governing debt collection.

13. Remaining Provisions

- a. *Intention of Agreement*: This agreement is not intended to vacate, supersede, or diminish any previously established authority, rights or privileges prior the execution of this agreement.
- b. **Agreement Modification**: The terms and conditions of this agreement may only be modified by a writing signed by all parties.
- c. Full Agreement; Severability: This agreement, together with any ADDENDUM attached hereto, set forth the full terms of the agreement between the two parties. If any section of this agreement is found to be invalid for any reason, such section shall be severed from the agreement and the remainder of the terms and conditions of this agreement shall be binding on ODR and the Agency. Moreover, this APA, upon its effective date, terminates any other APA executed by the parties on the topics, issues and concepts set forth in this document.
- d. Louisiana Law; Headings: This agreement shall be governed by, construed and interpreted in accordance with the law of the State of Louisiana. The headings and sections or paragraphs are merely for convenience of reference and have no substantive significance and shall be disregarded in the interpretation of this agreement.
- e. *Ownership*: All records, reports, documents and other material delivered, transmitted, obtained or prepared by the Agency to ODR shall remain the property of ODR.
- f. **Non-assignability**: The Agency shall not assign any interest in this agreement by assignment, transfer, or novation, without prior written consent of ODR.
- g. **Auditors' Clause**: The Louisiana 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 accounts of the Agency which relate to this agreement.

- h. *Discrimination Clause*: Both parties agree 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 both parties agree to abide by the requirements of the Americans with Disabilities Act of 1990. Both parties agree not to discriminate in its employment practices, and will render services under this agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation or disabilities. Any act of discrimination committed by either party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.
- i. *Use of Encryption*: Encryption shall be utilized for the transport and storage of shared Confidential and Restricted data in accordance with the State Information Security Policy.
 - i. Furthermore, both parties agree to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data exchanged through this agreement and to prevent unauthorized use of or access to it.
 - ii. Any suspected, attempted, or successful breach of security must be reported to all parties and the OTS Information Security Team (IST) as soon as practical, but no later than forty-eight (48) hours after the event.
 - iii. Notify the IST by calling the Information Security Hotline at 1-844-692-8019 and emailing the security team at infosecteam@la.gov.

14. Project Managers

The project managers for this agreement are as follows. Please include contact information.

For ODR:

Brett D. Poirrier, Director - Office of Debt Recovery P.O. Box 66258 (70896) 617 North 3rd St., 7th Floor Baton Rouge, LA 70802 (225) 219-2671

(225) 219-2708 (Fax number)

Brett.Poirrier@la.gov

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Approved:	
For the	:
Secretary or Designee	Witness
Printed Name	
Title	
Date	Witness
For the Office of Debt Recovery:	
Department of Revenue:	
Secretary (or Designee) Louisiana Department of Revenue	Witness
Date	Witness

RESOLUTION NO. 19-2025

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN OPT-IN FORM FOR THE STATE-MANAGED TEMPORARY HOUSING PROGRAM UNDER LOUISIANA RIVISED STATUTE 726(F)(3)(B)(iii)(aa)

WHEREAS, Act 526 (HB 1070) of the State of Louisiana 2022 Legislative Session requires each jurisdiction to Opt-In or Opt-Out of the temporary housing and shelter assistance program that is managed by the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP); and

WHEREAS, the Town of Gramercy desires to Opt-In to the GOHSEP program for Town residents; and

WHEREAS, an Opt-In to the GOHSEP temporary housing programs have no effect on any of the Federal or FEMA temporary housing and shelter assistance programs; and

WHEREAS, an Opt-In does not provide any approval for group or large site development.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN, TOWN OF GRAMERCY, LOUISIANA, THAT:

SECTION 1. Mayor Steven J. Bourgeois is hereby duly authorized and empowered on behalf of the Town of Gramercy, to sign and execute an Opt-In form as required by Act 526 (HB 1070) of the State of Louisiana 2022 Legislative Session.

A motion to adopt the above resolution was made by Alderman, seconded by Alderman, and resulted in the following vote:
YEAS:
NAYS:
ABSENT:
ABSTAIN:
And the resolution was declared adopted on the 8th day of September, 2025.
**** CEDTIFIC ATION ****
**** CERTIFICATION ****
I, Amy O. St. Pierre, Clerk of the Town of Gramercy, Louisiana, do hereby certify that the above is a true and correct copy of a resolution duly adopted by the Mayor and Board of Aldermen of the Town of Gramercy, Louisiana, duly convened on the 8 th day of September, 2025.
Amy O. St. Pierre, Clerk

PROCEEDINGS OF THE MAYOR AND BOARD OF ALDERMEN TOWN OF GRAMERCY AUGUST 11, 2025

PUBLIC HEARING

ORDINANCE NO. 774-2025 AN ORDINANCE LEVYING 9.65 TOTAL MILL TAX FOR THE YEAR 2025 ON ALL OF THE TAXABLE PROPERTY SITUATED WITHIN THE TERRITORIAL LIMITS OF THE TOWN OF GRAMERCY, LOUISIANA FOR THE GENERAL SUPPORT AND OPERATIONS OF THE MUNICIPAL FUNCTIONS OF SAID TOWN AND FOR THE PAYMENT OF INTEREST AND REDEMPTION OF BONDS FOR THE TOWN OF GRAMERCY, LOUISIANA

There were no public comments on Ordinance No. 774-2025.

A motion to close the public hearing was made by Alderman Louque, seconded by Alderman Calcagno, and was unanimously approved.

PUBLIC MEETING TO IMMEDIATELY FOLLOW PUBLIC HEARING

The Mayor and Board of Aldermen of the Town of Gramercy, Louisiana, met in regular session on Monday, August 11, 2025, at 6:00 pm at the Gramercy Town Hall:

Mayor Bourgeois called the meeting to order and asked the clerk to call roll:

There were present: Mayor Steven Bourgeois, Alderman Darren Brack, Alderman Craig Calcagno, Alderman Theron Louque, Alderman Clyde Wiggins, and Alderman Percy Williams.

There were absent: None

There were also present: Police Chief Dustin Jenkins, Town Attorney Robert Faucheux, Jr., and Town Clerk Amy St. Pierre.

PUBLIC COMMENTS - There were no public comments.

APPROVAL OF MINUTES

It was moved by Alderman Brack, seconded by Alderman Wiggins, and approved to adopt the minutes from the regular meeting held on July 14, 2025.

PAYMENT OF BILLS

Mayor Bourgeois requested approval of the payment of bills. A motion was made by Alderman Wiggins, seconded by Alderman Louque, and approved to pay all bills and accept financial statements presented before the Council.

TOWN ATTORNEY

Mr. Faucheux reported that Mr. Martin's attorney, Mr. Sammy Accordo, is verbally requesting an extension to complete renovations to his building. However, no extension has been formally filed with the court. Alderman Brack asked how long the court could take to issue an order to demolish the building. The lawsuit against the property owners at 303 E Jefferson Hwy will be filed with the court on Wednesday. Mr. Faucheux responded that the town could request a motion to shorten the time frame for work to be completed. There has been no progress at the property located at 115 N Colonial Avenue; he is requesting that the mayor request a structural analysis through South Central Planning.

REPORT FROM CHIEF OF POLICE

Police Chief Jenkins passed out the department's monthly report. They had targeted enforcement in the area near the park. They cited several drivers for stop sign violations. With the start of the school session, he has his officers watching the school bus drivers for speeding in the area. We have a police unit that was damaged by Acadian Ambulance, and it is at the body shop for repair. No one was injured. Alderman Brack asked if we had had any trouble with enforcing the new golf cart ordinance. Chief Jenkins reported that there have been no major issues.

EMERGENCY PREPAREDNESS

Director Jody Ordeneaux stated that during the August 6th rain event, several streets were impassable. Also, the drainage ditches filled quickly, causing drainage issues throughout town. The drainage ditches on the North side of US 61 need to be cleaned, helping the town's drainage to work properly.

CODE ENFORCEMENT

Our Code Enforcement officer has resigned. He is requesting assistance from the Police Department to help with extreme cases. Chief Jenkins stated that as long as it falls within the parameters of the town ordinance, they will assist until a new code enforcement officer is hired.

PLANNING COMMISSION - There was no report for this month

ST. JAMES PARISH GOVERNMENT

Parish Councilman Todd Poche stated he spoke with Aaron Elisar, at LA DOTD, for an update on the cleaning of the culverts under Highway 3125 in Gramercy. Mr. Elisar responded that he is creating a change order to address the size of the culvert under Highway 3125. Entergy has started changing poles to help strengthen the electrical grid. St. James Parish President Pete Dufresne addressed the board concerning the renewed bonds for drainage that were passed in May. He would like to use funds for engineering on David Canal, and hopefully, this will help the Parish apply for grant funding to shore up David Canal. Alderman Calcagno inquired when the next public meeting for the levee project would be held. Mr. Dufresne stated that a presentation was made at the last Parish Council meeting. Mr. Dufresne reported that currently \$40 million is allocated for the ring levee project, and the parish has forwarded plans for review by the Corps of Engineers.

ALDERMEN'S REPORT

Alderman Brack reported a sinkhole at 245 N Airline Avenue. He would like to see the maintenance crew have a 6- or 7-day cycle for cutting the grass on Ferrero Canal. Grass is beginning to overgrow the work that has recently been completed. The town maintenance crew did a good job cleaning the advertisement signs on the poles by Hwy 3125, but there are still areas that need attending. Also, a hard barricade needs to be placed on Central Canal near the elementary school.

Alderman Louque stated that residents reported that the Waste Management replacement carts are smaller than the original cart. Mayor Bourgeois stated they are shaped differently but are the same cubic size. He thanked the Police Department for the traffic control at the park.

Alderman Williams reported several streetlight outages in his district. He inquired about the status of the demolition on S. Airline Avenue. Mayor Bourgeois reported that he is waiting for Atmos Energy to remove the gas service line and meter. The drainage flow on S. Airline Avenue continues to be slow, and he asked if the culverts could be cleaned. The hot water ditch needs to be cleaned. He has received complaints of white dust from Atlantic Alumina

Alderman Wiggins stated that the E. Railroad Avenue right-of-way needs to be cleaned. The mobile home at 269 S. Cherry Street is collapsing and needs to be demolished. He has tagged several streetlights and reported the outages to Entergy.

Alderman Calcagno passed out his monthly report. He attended the Manager Training course at the LA Rural Water conference and learned about regulations that govern water systems. He also attended the LA Municipal Association annual convention. The convention had some good sessions, and he met with vendors. On August 6th, he stopped by the town hall and assisted with water removal from the town hall lobby.

MAYOR'S REPORT

Mayor Bourgeois thanked Parish President Dufresne and Councilman Poche for attending tonight's meeting. We have cleaned one clarifier by the water plant, and the second one will be cleaned later this week. He will order new testing equipment for water samples for the continuity of sample results. He will look into a cover for the filter beds and run new lines for the chlorinator above ground to replace the underground piping. The water tower cleaning proposal from USG Water has come in at \$2,900.00. Any repair or painting would add to the cost. He has received the contract from Advanced Treatments Services and would like to sign with them for continued support with water plant operations. The property owner at 822 N Airline Avenue has once again accumulated rubbish and debris. He would like to hire someone to clean the property. The Alderman agreed to the cleaning of the property. The New Zion Church and kitchen buildings failed the South Central Planning structural analysis.

ORDINANCE - FINAL ACTION

ORDINANCE NO. 774-2025

AN ORDINANCE LEVYING 9.65 TOTAL MILL TAX FOR THE YEAR 2025 ON ALL OF THE TAXABLE PROPERTY SITUATED WITHIN THE TERRITORIAL LIMITS OF THE TOWN OF GRAMERCY, LOUISIANA FOR THE GENERAL SUPPORT AND OPERATIONS OF THE MUNICIPAL FUNCTIONS OF SAID TOWN AND FOR THE PAYMENT OF INTEREST AND REDEMPTION OF BONDS FOR THE TOWN OF GRAMERCY, LOUISIANA

BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN, TOWN OF GRAMERCY, LOUISIANA THAT:

SECTION I. that the following millage are hereby levied on the 2022 tax roll on all property subject to taxation by the Town of Gramercy, Louisiana.

Corporation Tax 2013 Water Improvement Tax 5.91 Mills 3.74 Mills

9.65 Mills

SECTION II. that the proper administrative officials of the Parish of St. James, Town of Gramercy, Louisiana, be and they are hereby empowered, authorized, and directed to spread said taxes, as hereinabove set forth, upon the assessment roll of said Parish for year 2025, and to make the collection of the taxes imposed for and on behalf of the tax authority, according to law, and that the taxes herein levied shall become a permanent lien and privilege on all property subject to taxation as herein set forth, and collection thereof shall be enforceable in the manner provided by law.

SECTION III. that this ordinance shall be published in the Official Journal according to law, and that this ordinance after first having been reduced to writing, was read and considered section by section at this public meeting of the Mayor and Board of Aldermen of the Town of Gramercy, Louisiana, acting as the governing authority thereof.

SECTION IV. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

SECTION V. If any provision or item of this ordinance of the application thereof is held invalid, such invalidity shall not affect other provision, items, or applications of this ordinance which can be given effect without the invalid provisions, items, or applications, and to this end, the provisions of this ordinance are hereby severable.

Said Ordinance having been introduced on Monday, July 14, 2025, notice of public hearing having been published on Thursday, July 24, 2025 and Thursday, July 31, 2025, said public hearing and public meeting held on Monday, August 11, 2025 at 6:00 pm, the title having been read and the Ordinance considered, on motion by Alderman Wiggins, second by Alderman Calcagno, to adopt the Ordinance, a record was taken and the following result was held.

YEAS:

Wiggins, Calcagno, Williams, Louque, Brack

NAYS:

None

ABSENT: ABSTAIN:

None

And the ordinance was declared adopted on this, the 11th day of August, 2025.

ORDINANCE - FIRST READING

ORDINANCE NO. 775-2025

AN ORDINANCE TO AMEND THE TOWN OF GRAMERCY ORDINANCE 705-18 UNDER SALES TAX & USE AND REINSTATE VENDOR'S COMPENSATION

The public hearing is set for September 8, 2025.

RESOLUTIONS

RESOLUTION NO. 15-2025

A RESOLUTION AUTHORIZING THE TOWN OF GRAMERCY TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH ST. JAMES PARISH AND AUTHORIZING THE TOWN OF GRAMERCY MAYOR TO EXECUTE SAID COOPERATIVE ENDEAVOR AGREEMENT

WHEREAS, the Town of Gramercy Government values the impact that businesses bring to the local economy; and

WHEREAS, this Cooperative Endeavor Agreement is to establish the distribution of a stimulus payment to holders of valid occupational licenses for the Town of Gramercy in the year 2020.

NOW, THEREFORE, BY IT RESOLVED, by the Town of Gramercy Board of Aldermen, that Mayor Steven J. Bourgeois, is hereby authorized to sign and execute the Cooperative Endeavor Agreement with St. James Parish pursuant to the terms and conditions and for the stated public purposes set forth in the attached agreement.

The above resolution was offered by Alderman Louque, seconded by Alderman Williams, and resulted in the following vote:

YEAS:

Brack, Calcagno, Louque, Wiggins, Williams

NAYS:

None

ABSENT: ABSTAIN: None None

The resolution was adopted on this, the 11th day of August, 2025.

RESOLUTION NO. 16-2025

A RESOLUTION ENGAGING A FINANCIAL AUDIT FOR THE FISCAL YEAR ENDING JUNE 30, 2025

WHEREAS, the Town of Gramercy, Louisiana, is required to have a financial audit performed for the year ending June 30, 2025, for the Town of Gramercy; and,

WHEREAS, an engagement letter has been received from the firm of EisnerAmper LLP, Certified Public Accountants, 215 Saint Patrick Street, Donaldsonville, Louisiana; and,

NOW, THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the Town of Gramercy, Louisiana, that the firm of EisnerAmper LLP, is hereby engaged to examine the financial statements and records of the Town of Gramercy, Louisiana, for the fiscal year ending June 30, 2025, in accordance with the stipulations stated in their letter.

	,		
	ve resolution wan, and the vote v	s offered by Alderman Williams, seconded by Alderman Wiggins, and a vote was taken on the as as follows:	above
	YEAS: NAYS: ABSTAIN: ABSENT:	Brack, Calcagno, Louque, Wiggins, Williams None None None	
And the	resolution was d	eclared adopted on this, the 11 th day of August, 2025.	
There be	ing no further bu	siness, it was moved by Alderman Wiggins, seconded by Alderman Brack, and approved to adjourn	at 6:5
Steven J	. Bourgeois, Ma	or	
Attest: _			
A	my O. St. Pierre	, Town Clerk	

Manual payments

Amount Payment summary ti-	ule \$21,955.35 Quick Pay- ments(Bank-General Fund	Oper): 2025/08/28 Batch \$920.12 Quick Pay- ments(Bank-General Fund	Oper): 2025/08/19 Batch \$715.00 Quick Pay- ments(Bank-General Fund	Oper): 2025/08/15 Batch \$30,748.20 Quick Pay- ments(Bank-General Fund	Oper): 2025/08/07 Batch \$20,993.55 Quick Pay- ments(Bank-General Fund	Oper): 2025/07/31 Batch \$920.12 Quick Pay- ments(Bank-General Fund	Oper): 2025/07/21 Batch \$723.00 Quick Pay-ments(Bank-General Fund	Uper): 2025/07/18 Barch Quick Payments: 2024/08/01	\$485.88 Quick Payments: 2019/05/24 Batch
Payment method	Record transfer	Record transfer	Record transfer	Record transfer	Record transfer	Record transfer	Record transfer	Manual check	Manual check
State	Confirmed	Confirmed	Confirmed	Confirmed	Confirmed	Confirmed	Confirmed	Confirmed	Confirmed
Date	08/28/2025	08/19/2025	08/15/2025	08/07/2025	07/31/2025	07/21/2025	07/18/2025	08/01/2024	05/24/2019
Document number	0925	966516	Taxa-0725	ф		645174	Taxa- 0625	orp 9934184	006525
Vendor name	UHS Premium Billing	AFLAC	La Dept of Revenue & Taxa- 0725 tion	Waste Management Corp Services, Inc	UHS Premium Billing	AFLAC	La Dept of Revenue & Taxa- 0625 tion	Waste Management Corp	Gramercy Postmaster

Town of Gramercy Check register

	Vendor	Document no.	Amoun
	Bank: DRA Project Fund - First American Bank	Account no: 4463681	
08/29/2025	V-00507St. Pierre Tree Services, LLC	1008	11,460.00
	Total for DRA Project Fund		11,460.00
004510005	Bank: SF operating - First American Bank	Account no: 400408	445.04
08/15/2025 08/15/2025	V-00026Atmos Energy Louisiana-LGS V-00276Curtis Environmental Services	005367 005368	115.86
08/15/2025	V-00276Curus Environmental Services V-00066US Bank Voyager Fleet System	005369	500.00 289.25
08/29/2025	V-00891Amazon Capital Services	005370	198.98
08/29/2025	V-00286Control Worx	005371	480.00
08/29/2025	V-00276Curtis Environmental Services	005372	375.00
08/29/2025	V-00021Entergy	005373	160.79
	Total for SF operating		2,119.88
	Bank: WF pub util inv - Regions	Account no: 4830536296	
08/15/2025	V-00308LDH - Office of Management & Finance	001046	9,418.50
	Total for WF pub util inv		9,418.50
		_	
	Bank: TX infrast - First American Bank	Account no: 4452803	
08/29/2025	V-00639C&M Specialty Services, LLC	1319	13,890.00
	Total for TX infrast		13,890.00
	Bank: General Fund Oper - First American Bank	Account no: 8389703	
08/15/2025	V-00020La Dept of Revenue & Taxation	0725	715.00
08/28/2025	V-00056UHS Premium Billing	0925	21,955.35
08/15/2025	V-00026Atmos Energy Louisiana-LGS	34930	158.90
08/15/2025	V-00628DINA	34931	771.00
08/15/2025 08/15/2025	V-01051PEAC Solutions V-00005Theron Louque	34932 34933	475.41 608.17
08/15/2025	V-00066US Bank Voyager Fleet System	34934	1,824.89
08/15/2025	V-00035Verizon Wireless	34935	780.05
08/15/2025	V-00037Washington National Ins Co.	34936	674.87
08/15/2025	V-00967WM Corporate Services, Inc	34937	1,546.86
08/29/2025	V-01060Affinity Care Providers Inc.	34938	1,000.00
08/29/2025	V-01095AHA HUTS LLC V-00821Alexander Gerhold	34939	1,000.00
08/29/2025 08/29/2025	V-01086Angela M. Guidry	34940 34941	2,000.00 1,000.00
08/29/2025	V-01064Anthony D. Hymel	34942	1,000.00
08/29/2025	V-01105Ashley R Roper	34943	1,000.00
08/29/2025	V-00843Big Chief's Air Conditioning & Heating Serv. Inc	34944	1,000.00
08/29/2025	V-01068Big River Enterprises LLC	34945	1,000.00
08/29/2025	V-00072Boo's Body and Paint, Inc.	34946	1,000.00
08/29/2025 08/29/2025	V-01063Brignac Physical Therapy V-01069Central Network Retail Group LLC	34947 34948	1,000.00 1,000.00
08/29/2025	V-01087Charles Martin	34949	1,000.00
08/29/2025	V-01066Cody M Bourgeois	34950	1,000.00
08/29/2025	V-01070Cypress PT SJP LLC	34951	1,000.00
08/29/2025	V-01088Danielle Taylor	34952	1,000.00
08/29/2025	V-01067Denesia Batiste	34953	1,000.00
08/29/2025	V-01071Dependable Ent.	34954	1,000.00
)8/29/2025)8/29/2025	V-01111Donald Miculek V-01076Edward J Krampe III	34955 34956	1,000.00 1,000.00
)8/29/2025	V-01089Emma A. Roccaforte	34957	1,000.00
08/29/2025	V-01072EternaLee Blessed Minds LLC	34958	1,000.00
8/29/2025	V-01062Fitness Fanatics	34959	1,000.00
8/29/2025	V-01081Frisard Companies of Louisiana LLC	34960	1,000.00
08/29/2025	V-00237Gem Drugs Gramercy Inc	34961	1,000.00
08/29/2025	V-01082Golden Grove Truck Stop	34962 34963	1,000.00
)8/29/2025)8/20/2025	V-00073Gramercy Automotive V-01073Gramercy Car Wash LLC	34963 34964	1,000.00 1,000.00
)8/29/2025)8/29/2025	V-01083Gramercy Land Inc.	34965	1,000.00
8/29/2025	V-01074Hayes Industry LLC	34966	1,000.00
8/29/2025	V-01085Heidi M Poche	34967	1,000.00
8/29/2025	V-01084Hilti Inc	34968	1,000.00
8/29/2025	V-01097Lanh T Tran	34969	1,000.00
8/29/2025	V-01077Lauri Roussel	34970	1,000.00
8/29/2025	V-01078Lori Simon	34971 34972	1,000.00 1,000.00
101001000		3/14//	1 (100)
08/29/2025 08/29/2025	V-00176Louisiana Sugar Refining, LLC V-01091Malcolm P Bordelon	34973	1,000.00

Town of Gramercy Check register

Date	Vendor	Document no.	Amount
08/29/2025	V-01065Mark J Heltz	34974	1,000.00
08/29/2025	V-01101Nicole D Brignac	34975	1,000.00
08/29/2025	V-01080P&L Inc dba China King	34976	1,000.00
08/29/2025	V-01098Roussel's Antiques Inc	34977	1,000.00
08/29/2025	V-00068Siarc, Inc.	34978	1,000.00
08/29/2025	V-01093Simply Sweet Snoball and Ice Cream LLC	34979	1,000.00
08/29/2025	V-01094Snyder Law Firm LLC	34980	1,000.00
08/29/2025	V-01104Southern Medical Associates LLC	34981	1,000.00
08/29/2025	V-01096SRG PLK OpCo LLC	34982	1,000.00
08/29/2025	V-01099St. James Credit, LLC	34983	1,000.00
08/29/2025 08/29/2025	V-00157St. James Nursery	34984	1,000.00
08/29/2025	V-01100St. James Primary Care APMC V-01102Stephen Landry	34985 34986	1,000.00
08/29/2025	V-01090T&D Ventures LLC	34986 34987	1,000.00 2,000.00
08/29/2025	V-01092TeAndre' L Norman	34988	1,000.00
08/29/2025	V-01079Terrekkia T Fox	34989	1,000.00
08/29/2025	V-01106Tregre's Services LLC	34990	1,000.00
08/29/2025	V-01107Trinity Capital Resources LLC	34991	1,000.00
08/29/2025	V-01108Uncle Sam Planting Co., Inc	34992	1,000.00
08/29/2025	V-01109Utz Brand Holdings LLC	34993	1,000.00
08/29/2025	V-01110Zeyad M Ahmad	34994	1,000.00
08/29/2025	V-00891Amazon Capital Services	34995	219.41
08/29/2025	V-00194Applied Concepts, Inc.	34996	105.00
08/29/2025	V-00007Auto Zone	34997	103.00
08/29/2025	V-00008Bordelon Pest Control	34998	76.00
08/29/2025	V-00029Cintas Corporation #544	34999	371.64
08/29/2025	V-00138Cool Concepts	35000	325.00
08/29/2025	V-00050Craig Calcagno	35001	96.60
08/29/2025	V-00109DHH-OPH-CEHS Eng Services	35002	4,004.25
08/29/2025	V-00021Entergy	35003	7,386.65
08/29/2025	V-00243Fontenot Benefits & Actuarial Consulting	35004	2,000.00
08/29/2025	V-00041GBP Direct	35005	24.78
08/29/2025	V-00017Grainger	35006	681.67
08/29/2025	V-00121Green Point AG LLC	35007	205.70
08/29/2025	V-00054Home Hardware Center	35008	127.93
08/29/2025	V-00608Jam Rentals LLC	35009	1,800.00
08/29/2025	V-00090NaPa Auto & Trucks Parts	35010	1,149.97
08/29/2025	V-00873Percy Williams	35011	333.20
08/29/2025 08/29/2025	V-00134Precision Delta Corp.	35012 35013	1,196.59
08/29/2025	V-00857Pulse Technology Services LLC V-00048South Central Planning	35013 35014	1,400.00 3,479.08
08/29/2025	V-00079St. James Parish Clerk of Court	35014	305.00
08/29/2025	V-00674St. James Parish Sheriff's Office	35016	16,898.03
08/29/2025	V-00075Theron Louque	35017	96.60
08/29/2025	V-00080V & M Motors, Inc.	35018	69.83
08/19/2025	V-00044AFLAC	966516	920.12
	Total for General Fund Oper		131,886.55
	Bank: Public Utility Rev - First American Bank	Account no: 8414546	
08/15/2025	V-00276Curtis Environmental Services	9231	250.00
08/15/2025	V-01035Peregrine Corporation	9233	787.97
08/15/2025	V-00066US Bank Voyager Fleet System	9234	289.25
08/15/2025	V-00308LDH - Office of Management & Finance	9235	3,750.86
08/29/2025	V-00301Alberty & Blakeney, LLC	9236	3,420.65
08/29/2025	V-00008Bordelon Pest Control	9237	36.00
08/29/2025	V-00010Cox Communications, Inc.	9238	348.57
08/29/2025	V-00276Curtis Environmental Services	9239	605.00
08/29/2025	V-00021Entergy	9240	3,272.75
08/29/2025	V-00651Harcros Chemicals Inc.	9241	1,260.00
08/29/2025	V-00054Home Hardware Center	9242	191.03
08/29/2025	V-01052Sydnie Harrison	9243	80.62
08/29/2025	V-00860Z'S CS LLC	9244	500.00
08/15/2025	V-00308LDH - Office of Management & Finance	Voided - 9232	0.00
	Total for Public Utility Rev		14,792.70