

**PROCEEDINGS OF THE MAYOR
AND BOARD OF ALDERMEN
TOWN OF GRAMERCY
MARCH 12, 2018**

PUBLIC HEARING:

ORDINANCE 704-18 AN ORDINANCE GRANTING A FRANCHISE FOR ELECTRICAL SERVICE THROUGHOUT THE TOWN OF GRAMERCY TO ENTERGY LOUISIANA, LLC

Lt. Jody Ordeneaux spoke of the advantages of having Entergy as our electrical service providers, including have local residents who are employed by Entergy and are knowledgeable about the protocol and operations of Entergy.

No further comments were received on the above ordinance. Mayor Nosacka closed the public hearing and opened the meeting for regular business.

The Mayor and Board of Aldermen of the Town of Gramercy, Louisiana, met in regular, monthly session on Monday, March 12, 2018, at 7:00 p.m. at the Gramercy Town Hall.

Mayor Nosacka called the meeting to order, and asked that the Clerk to call roll:

There were present: Mayor Steven Nosacka, Alderman Jody Bourgeois, Alderman Craig Calcagno, Alderman Rhonda Lee, Alderman Claude Wiggins

There were absent: Alderman Betty C. Coleman

There were also present: Chief of Police Brent Dicharry, Town Attorney Robert Faucheux, Jr., Town Clerk Amy St. Pierre

PUBLIC COMMENTS

Sue Williams, Justice of the Peace, District 6, introduce herself. Her phone number is 225-614-2357 and her office is located at 2320 Perkins, Vacherie LA

REPORTS

1. MAYOR'S REPORT

Mayor Nosacka met with Department of Transportation to discuss road issues in Gramercy. US 61 shoulders will be repaired when the road is resurfaced. Turning lanes at LA 3274 & LA 3125 are more likely than a turn round about. The Keep Gramercy Beautiful signs are being prepared and we should have soon. We will move forward with the paperwork to appropriate the property needed for the Railroad Avenue Project. Gramercy Town Hall will temporarily move to Gramercy Police Department during renovations to the town hall. The raw water pumps have been delivered and they will be put in when the river level goes down. The water plant control system is in need of upgrading, we will use approximately \$17,000 from the DHH loan. Two blighted homes, on S. Hickory and E. Railroad, are scheduled for demolition. St. James Parish crews are digging lateral canals on LA 3125. The town maintenance crew have identified and repaired several sewer leaks in the Golden Grove area.

REPORTS OF DEPARTMENT HEADS AND DIRECTORS

A. CHIEF OF POLICE

Chief of Police Brent Dicharry asked to defer recommendation for auxiliary officer for April meeting. Gramercy Police officers will be attending special training concerning school safety issues. The squad room has been cleared, making room for relocation of the town offices. Chief Dicharry requested the mayor and he meet with owners of JJ's bar concerning parking during business hours.

B. EMERGENCY PREPAREDNESS

Lt. Jody Ordeneaux reported a light out on the outer most piling by the river intake.

GRAMERCY RECREATION BOARD

Mr. Calcagno passed out his monthly report. Mr. Calcagno stated that they need more information on the type of back flow preventer the pool needs to be in compliance. The St. James baseball field usage agreement should be ready in March. There were inquiries concerning a water fountain at Pool B. Baseball fencing was taken down leaving the power station open. It is recommended that a 6 ft. fence with High Voltage/Keep Out signs be put in place.

ORDIANACE – FINAL ACTION

ORDINANCE NO. 704-18

AN ORDINANCE GRANTING A FRANCHISE FOR ELECTRICAL SERVICE THROUGHOUT THE TOWN OF GRAMERCY TO ENERGY LOUISIANA, L.L.C.

WHEREAS, Entergy Louisiana, L.L.C. presently provides supply of electrical service throughout the Town of Gramercy and the Company's current franchise agreement with the Town will soon expire; and

WHEREAS, Entergy Louisiana, L.L.C. has requested that the Town of Gramercy grant a new franchise for future supply of electrical service;

THEREFORE, the following shall be added and read as:

Upon the request of Entergy Louisiana, LLC, (the "Company"), and pursuant to La. R.S. 33:4401, this municipality's police powers, and in order to protect the health, safety, and welfare of the public, Town of Gramercy, Louisiana, (the "Municipality") as set forth herein below grants to the Company, its successors and assigns, a nonexclusive franchise, right, and privilege for a period of ten (10) years from the date of adoption hereof, to distribute, deliver, sell and supply, in such a manner as it chooses, electric service throughout the Municipality, and to the inhabitants thereof, or to any person, firm, or corporation; the right to acquire, construct, operate, and maintain such plants, structures, transmission lines, distribution systems, cables, fibers, facilities, and equipment as may be useful or necessary for the generation, production, transportation, distribution, delivery and/or sale of electric service throughout the Municipality; the right to erect, operate, and maintain poles, masts, supports, wires, cables, fibers, transmission lines, conduits, conductors, substations, distribution systems, and any and all other appliances useful or necessary in connection with the sale, transportation, delivery and/or distribution of electric service on, over, under, along, upon, and across all of the present and/or future streets, roads, highways, alleys and public places of the Municipality; the right to repair, replace or remove same or any portion thereof; and the right to connect any such facilities to any other such facilities for the purpose of selling, transporting and/or distributing electric service along the boundaries of the Municipality.

SECTION 1: Be it ordained by the Mayor and Board of Aldermen of the Municipality in regular session duly convened, that the Municipality grants and there is hereby

granted to Entergy Louisiana, LLC (the "Company"), its successors and assigns, in addition to the rights and privileges presently enjoyed by the Company, a nonexclusive franchise, right, and privilege from the date of adoption hereof,

- (1) to distribute, deliver, sell and supply electric service throughout the Municipality and to the inhabitants thereof, or to any person, firm, or corporation, in such manner and from such sources as the said Company chooses;
- (2) to acquire, construct, operate, and maintain such plants, structures, transmission lines, distribution systems, cables, fibers, facilities, and equipment as may be useful or necessary for the generation, production, transportation, distribution, delivery and/or sale of electric power and energy throughout the Municipality;
- (3) to erect, operate, and maintain poles, masts, supports, wires, cables, fibers, transmission lines, conduits, conductors, substations, distribution systems, and any and all other appliances useful or necessary in connection with the sale, transportation, delivery and/or distribution of electric service on, over, under, along, upon, and across all of the present and/or future streets, roads, highways, alleys and public places of the Municipality;
- (4) to repair, replace or remove same or any portion thereof; and
- (5) to connect any such facilities to any other such facilities for the purpose of selling, transporting and/or distributing electric service into, through, or beyond the boundaries of the Municipality.

SECTION 2: Be it further ordained that this Franchise does not authorize the Company to use its facilities for the transportation, distribution, or sale of electric service for or on behalf of third parties to any person, firm, or corporation other than the Company located within the boundaries of the Municipality, unless and until:

- (1) Municipality has been notified, in writing, by Company that the interests of the Municipality are adequately protected, with such details of the adequate protection as Municipality may reasonably require, such interests of the Municipality including, but not being limited to, (a) Municipality's recovery of franchise fee revenue on such third party transactions are not impaired; (b) the rights and protections afforded to Municipality by this Franchise and reserved to Municipality by under its general police powers are not impaired; and (3) the proposed third-party service places no additional burden upon the public spaces and rights-of-way of the Municipality or upon the inhabitants of the Municipality;

and

- (2) Municipality consents, in writing, to such third-party service.

In the event that the operations of the Company are unbundled, in connection with the adoption of a plan for retail open access or otherwise, the Company will have the right to assign its franchise rights and obligations with respect to particular facilities or operations as may be necessary to facilitate unbundled operations; provided, however, that any such assignment:

- (1) shall not result in a reduction in the franchise fees received by the Municipality relating to the provision of electric service within the Municipality;
- (2) shall not impair the rights and protections afforded to Municipality by this Franchise and reserved to Municipality by under its general police powers;

and

- (3) shall place no additional burden upon the public spaces and rights-of-way of the Municipality or upon the inhabitants of the Municipality.

SECTION 3: Be it further ordained that this Franchise is granted upon and subject to the following provisions:

A. In maintaining its properties, the Company shall not unnecessarily or unreasonably damage, impair or obstruct the streets, roads, highways, alleys, sidewalks, and public grounds, and the Company shall at its own expense, without unreasonable delay, make all necessary repairs to remedy any damage or remove any obstruction caused by its operations hereunder, all in accordance with applicable industry standards. The Company shall obtain all necessary permits or approvals for construction, maintenance, and operations, including such site-specific construction permits as may be required by Municipality; provided, however, that this provision shall not apply to any requirements for such permits or approvals that are adopted or amended subsequent to the date of this Ordinance and that, as so adopted or amended, have a material effect on the Company's rights or obligations pursuant to this Franchise or on the Company's cost of providing service pursuant to this Franchise.

B. Upon request, the Company will make its best reasonable efforts to provide "as built" and/or current maps for specific areas showing feeder routes and the majority of pole locations, and will provide construction manuals that show the typical structural configurations used by the Company; provided, however, that the provision of such information by the Company shall not relieve either party of any obligations that it may have pursuant to Title 40, section 1749 or Title 45, sections 141-146 of the Louisiana Revised Statutes or any related or successor statutes.

C. The Company shall use reasonable precautions to avoid damage or injury to persons or property, and shall hold and save harmless the Municipality from all damages, losses, and/or expense, including cost of defense, attributable to the negligence or fault of the Company, its agents or employees, while exercising any of the rights and privileges herein granted.

SECTION 4:

A. In consideration of the fact that the Company, pursuant to this Ordinance holds a good, valid, and irrevocable ten year franchise granted by the Municipality and other good and valid considerations, the Company agrees that it will pay to the Municipality a sum of money equal to two percent (2%) of the gross receipts of the Company from the sale of electric service at retail for residential and commercial purposes within the corporate limits of the Municipality (the Company's "gross receipts"), such payments to be calculated on such receipts commencing with the month of April, 2018 the first payment to be due and payable on the 1st day of July, 2018, subsequent payments to be due quarterly thereafter.

B. Further, upon the adoption of an appropriate Ordinance, the Municipality may require that the Company pay to the Municipality up to an additional three percent (3%) of the gross receipts of the Company from the sale of electric service at retail for residential and commercial purposes within the corporate limits of the Municipality (the "Additional Franchise Fee"). The Company shall include in its franchise fee calculation such Additional Franchise Fee commencing with respect to gross receipts received by the Company pursuant to bills rendered during the first calendar quarter following the adoption of an appropriate Ordinance, and the receipt of written notification from the Mayor of the Municipality. Pursuant to the October 18, 1988 and October 12, 2007 General Orders of the Louisiana Public Service Commission ("LPSC"), the Company shall collect from residential and commercial customers located within the corporate limits of the Municipality such additional percent of gross receipts as is not included in the Company's base rates through a line item included in bills rendered for electric service. The Company agrees that, in the event the LPSC approves the recovery of the Additional Franchise Fee through base rates, the Company shall remove the line item notation relating to the Additional Franchise Fee from the bills rendered to customers for electric service at such time as base rate recovery of the Additional Franchise Fee becomes effective.

C. It is distinctly understood and agreed that the percentage of gross receipts paid to the Municipality shall not apply to or include any receipts from the sale of electric energy to the Municipality, or to Government or Municipal Agencies, or to any sale for industrial purposes or for resale within the corporate limits of the Municipality. It shall be the responsibility of the

Municipality to notify the Company of any annexations or other changes in the corporate limits of the Municipality, so that the Company can make any adjustments to its gross receipts calculation that may be necessary as a result of such a change.

D. This obligation to make such payments to the Municipality shall remain in full force and effect so long as the Company holds a good, valid and irrevocable ten (10) year franchise granted by the Municipality; provided, however: Should the Municipality levy any new taxes upon Company, of any nature whatsoever, subsequent to the date of this Contract, or increase the rates of any taxes levied upon Company in existence on the date of this Franchise (except uniform ad valorem taxes now authorized by Article VII, Section 18 of the Constitution of the State of Louisiana or other taxes that are generally applicable to all businesses in the Municipality), then the payments herein provided to be made by the Company to the Municipality will be reduced in an amount equal to the sum of such new and increased taxes, if any.

E. In no event shall the Municipality have the right to increase the total franchise fee to an amount in excess of five (5%) percent or such other amount as may be established as a limitation on the application of the provisions set forth in Title 33, Section 4510 of the Louisiana Revised Statutes or any successor statute regarding the recovery of franchise fees.

F. The Municipality shall have the right, upon reasonable notice, to review the available data and calculations upon which the franchise fee calculations are based; provided that such notice must be received within three (3) years of the beginning of the period to which the data and/or calculations pertain.

SECTION 5: Be it further ordained that the Municipality shall make, adopt and enforce all ordinances necessary to protect the property and property rights of the Company owned and operated under this Franchise, while still recognizing the rights of any other entities holding valid franchises with the Municipality, and that the Municipality will not in any way interfere with the full legal use by the Company of the property which it now maintains or may hereafter maintain in the Municipality.

SECTION 6: Be it further ordained that this Ordinance, the public health and welfare and the public necessity requiring it, shall take effect from and after its adoption. Notwithstanding the foregoing, the Company shall file with the Municipality the Company's written acceptance of this Ordinance not later than thirty (30) days from the date of its passage.

SECTION 7: Be it further ordained that this Franchise shall be for a term of ten (10) years from date hereof, and upon exercise by the Company of any of the privileges granted hereunder, this Franchise shall be irrevocable except for breach of this Franchise or other causes specified herein. If either the Municipality or the Company, its legal representatives, successors, or assigns, institutes any action or proceedings to enforce the provisions of this Ordinance, the parties hereby agree that specific performance may be sought and obtained for any breach of this Ordinance, without the necessity of proving actual damages; provided, however, that either party may, at its option, waive its right to specific performance and collect damages resulting from any breach hereof or failure to perform hereunder.

SECTION 8: Nothing herein shall be construed to constitute the grant of a franchise for the provision of any service other than electrical service to customers within the Municipality.

Said Ordinance having been introduced Monday, January 8, 2018, notice of public hearing having been published on January 18, 2018 said public hearing been held on Monday, February 12, 2018 the title having been read and the Ordinance considered on motion by Alderman Bourgeois, second by Alderman Wiggins to adopt the Ordinance, a record was taken and the following result was held:

YEAS: Bourgeois, Wiggins, Calcagno, Lee
NAYS: None
ABSENT: Coleman
ABSTAIN: None

And the ordinance was declared adopted on this 12th day of March, 2018.

RESOLUTIONS

RESOLUTION NO. 06-18

A RESOLUTION AWARDING TO THE LOWEST QUALIFIED RESPONSIBLE BIDDER FOR THE WATER PLANT CONTROLS PROJECT, TOWN OF GRAMERCY, LOUISIANA.

WHEREAS, John H. Carter, 17630 Perkins Road, Baton Rouge LA 70810, is the lowest qualified responsible bid for the Water Plant Controls Project.

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

SECTION 1. John H. Carter, 17630 Perkins Road, Baton Rouge LA 70810, is hereby deemed to be the lowest qualified bidder for the Water Plant Control Project for the Town of Gramercy, Louisiana and is awarded a bid price not to exceed Sixteen Thousand Five Hundred Sixteen Dollars and Seventy-One Cents (\$16,516.71).

SECTION 2. The Mayor is hereby empowered and authorized to sign all documents in connection with the contract with John H. Carter, 17630 Perkins Road, Baton Rouge LA 70810.

The above resolution was offered by Alderman Wiggins, second by Alderman Calcagno

A vote being taken on the above resolution, the vote was as follows:

YEAS:	Bourgeois, Calcagno, Lee, Wiggins
NAYS:	None
ABSENT:	Coleman
ABSTAIN:	None

And the resolution was declared adopted on this the 12th day of March, 2018.

RESOLUTION 07-18

A RESOLUTION ORDERING THE DEMOLITION OF A STRUCTURE LOCATED IN THE TOWN OF GRAMERCY

WHEREAS, the Code of Ordinances of the Town of Gramercy, Chapter 18 provides for the repair or demolition of what has been determined to be unsafe structures; and

WHEREAS, the Mayor has determined the structure located at 1594 E. Second Street to be unsafe; and

WHEREAS, Section 18-29 (a) requires the determination by the Board of Aldermen that a structure is unreasonable to repair and that demolition is required.

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

SECTION 1. The Mayor is hereby authorized to proceed with demolition and removal of the structure at 1594 E. Second Street (Property ID 0100109800), subject to compliance with the notice and appeal provisions contained within the Ordinance.

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

YEAS:	Bourgeois, Calcagno, Lee, Wiggins
NAYS:	None
ABSENT:	Coleman
ABSTAIN:	None

And the resolution was declared adopted on this the 12th day of March, 2018.

RESOLUTION 08-18

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY FOR THE SPECIFIC PURPOSE OF EXPROPRIATING THE PROPERTY TO REBUILD E. RAILROAD AVE.

WHEREAS, the Town of Gramercy, had a Broker's Price Opinion made on a certain section of property located at the corner of S. Airline Highway and East Railroad Avenue, which is owned by UFCW Local 455.

WHEREAS, correspondence was sent offering to purchase said property to Patrick Flynn, Esq., Attorney for UFCW Local 455.

WHEREAS, UFCW Local 455 has not responded to offers made to acquire said property to place a road over such to reopen East Railroad Avenue up to ingress and egress traffic.

WHEREAS, the Town of Gramercy is in need of expropriating said property in order to extend Railroad Avenue to protect the citizens of the Town of Gramercy by having a two-way street over Railroad Avenue.

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

SECTION 1. The Board of Alderman hereby authorizes and empowers Steven T. Nosacka, Mayor, to execute any and all documents for the specific purpose of expropriating the necessary property in order to build said roadway.

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

YEAS:	Bourgeois, Calcagno, Lee, Wiggins
NAYS:	None
ABSENT:	Coleman
ABSTAIN:	None

And the resolution was declared adopted on this 12th day of March, 2018.

APPROVAL OF MINUTES

It was moved by Alderman Lee, second by Alderman Wiggins and approved to dispense with the reading of the minutes of the previous meeting and to adopt the minutes as published.

PAYMENT OF BILLS/FINANCIAL STATEMENTS

It was moved by Alderman Bourgeois, second by Alderman Wiggins, and approved to pay all bills and accept financial statements presented before the Council.

ALDERMEN'S REPORT

Alderman Wiggins reported a littering along E. Railroad Ave and E. Main Street. He suggested a container in these areas. Thanked Rhonda Colar of Entergy for her assistance with getting street lights repaired.

Alderman Lee thanked the owners of Main Street Tavern for cleaning the area in front of their business after the Mardi Gras Parade.

Alderman Bourgeois thanked the mayor for documenting two projects needed in District Two. The projects include sewer and drainage issues.

Alderman Calcagno passed out is monthly report. Alderman Calcagno a double wide was moved to 212 S. Elm St., Thanked Jim for good job of tearing down blighted house on E. Railroad. The parish Assessor's office and GIS Department are mapping the Gramercy area for the next couple days. He has continued to receive complaints about red dust from Noranda.

TOWN ATTORNEY REPORT

Mr. Faucheux recommended researching the cost of purchasing the property and building from the Union. The right-of-ways for property owned by New Acadia and Gregory Bourgeois have been completed. The right-of-ways were necessary for the building of a levee to help lower flood risks in the area. Mr. Faucheux spoke with Mr. Koenig concerning the Parquette mobile home. Mr. Koenig has no information to report. He attended a City Attorney's seminar on concepts to save the town money on infrastructure lease options.

There being no further business it was moved by Alderman Bourgeois, second by Alderman Lee and approved to adjourn 8:03 pm.

/s/ Steven T. Nosacka, Mayor

/s/ Amy St. Pierre, Town Clerk