

**City of Harahan
6437 Jefferson Highway
Mayor and Harahan City Council
Regular Meeting Agenda**

Date: July 21, 2016

Time: 7:30 P.M.

Meeting called to order by the Mayor followed by the Pledge of Allegiance.

ROLL CALL

SPECIAL PRESENTATIONS

- 1. Hugh Martin, Foley & Judell – 2016 Millage**
- 2. Kirk Talbot, State Representative – Legislative Session**
- 3. Progressive Waste**

ADDRESS THE COUNCIL

APPROVAL OF MINUTES

Accepting the Minutes (with changes) of the Council Meeting on May 19, 2016

Accepting the Minutes of the Council Meeting on June 16, 2016

COMMUNICATIONS

Board of Adjustments and Appeals did not meet in June.

Planning and Zoning Board did not meet in July.

RESOLUTIONS

PROPOSED RESOLUTION NO. 2016 - 5

A Resolution recognizing the dedication and hard work of the employees of the City of Harahan.

PROPOSED RESOLUTION NO. 2016 - 6

A Resolution accepting funds from Jefferson Parish in the amount of One Hundred Five Thousand One Hundred and Seventy-Nine Dollars (105,179.00) for the City of Harahan Police Department for three (3) police vehicles and ammunition.

PROPOSED RESOLUTION NO. 2016 - 7

A Resolution to enter into a Cooperative Endeavor Agreement with Newell Normand, in his capacity as Sheriff of Jefferson Parish and the Harahan Police Department through the City of Harahan for the purchase of two (2) surplus 2007 Harley Davidson Motorcycles.

PROPOSED RESOLUTION NO. 2016 - 8

A Resolution accepting funds from Jefferson Parish in the amount of Ten Thousand Dollars (\$10,000.00) for Senior Center Transportation Improvements for the Harahan Senior Center.

PROPOSED RESOLUTION NO. 2016 - 9

A Resolution accepting funds from Jefferson Parish in the amount of Five Thousand Dollars (\$5,000.00) for services for the elderly at the Harahan Senior Center.

ORDINANCES FOR APPROVAL

PROPOSED ORDINANCE NO. 2016 - 9

An Ordinance to repeal and amend Ordinance No. 1752, which amended Ordinance No. 1402, which amended Ordinance No. 53, Sewerage District No. 1 of the City of Harahan, which amended Ordinance No. 481 of the City of Harahan and Ordinance No. 26, Section 1, Sewerage District No. 1 of the City of Harahan and the Harahan Municipal Code, Chapter 22, Article II, Division 2, USER CHARGES, Section 22-46,

“Schedule of changes”, providing for a change of user charges for services rendered by the said Sewerage District.

ORDINANCE FOR INTRODUCTION (FIRST READING)

PROPOSED ORDINANCE NO. 2016 - 10

An Ordinance amending Ordinance 1806, the annual Budget of Revenue and Expenditures for the Fiscal Year ending December 31, 2016, for the City of Harahan, Louisiana. (General Fund Budget)

PROPOSED ORDINANCE NO. 2016 - 11

An Ordinance amending Ordinance 1806, the annual Budget of Revenue and Expenditures for the Fiscal Year ending December 31, 2016, for the City of Harahan, Louisiana. (Capital Projects Budget)

OLD BUSINESS

None

NEW BUSINESS

- 1. Change date and time of August 18, 2016 regularly scheduled council meeting meeting to August 29, 2016 at 6:00 p.m. OR call for special meeting.**

ADDRESS THE COUNCIL

SECRETARY’S REPORT

Secretary’s report for June, 2016

Total revenue \$670,873.84

REPORTS

PAY BILLS

Bill’s paid in June, 2016

Total expenditures \$657,496.61

EXECUTIVE SESSION

ADJOURN

A. The following matter involving pending litigation may be considered

(Court, Case, Number, Parties):

- 1. Phillip Canella vs. Arch Ins. Co., City of Harahan, Todd A. St. Cyr, and Allstate Ins. Co.; 24th JDC, Case 744-961, Div. “I”**
- 2. Suzanne K. Scalise vs. City of Harahan LA, Anne Gordon, Louise Slayden, Ronald Gordon, Gail Gordon; 24th JDC, Case 744-986, Div. “O”**
- 3. City of Harahan, et al, v. BP Exploration & Production, Inc., et al. U.S.D.C., Eastern District of Louisiana, No. 2:13-cv-01397**
- 4. Wood Materials LLC, Wood Resources LLC v. City of Harahan, 24th JDC, Case 761-783, Div. “K”**

B. The following matter involving prospective litigation for which formal written demand has been made may be considered.

C. The following matters involving discussion of the character, professional competence, or physical or mental health of:

Name:

The following Resolution was proposed unanimously by the Council of the City of Harahan:

PROPOSED RESOLUTION NO. 2016 – 5

A RESOLUTION RECOGNIZING THE DEDICATION AND HARD WORK OF THE EMPLOYEES OF THE CITY OF HARAHAN.

WHEREAS, The Mayor and Council of the City of Harahan wish to recognize the dedication and hard work of our employees; and

WHEREAS, the City’s employees perform their duties proficiently and professionally to meet the needs of Harahan residents, businesses and visitors, by ensuring their health, safety, and welfare; and

WHEREAS, all City departments’ and employees’ diligent efforts during the fiscal year 2015 resulted in a much improved financial outlook for the city; and

WHEREAS, health insurance benefits are integral to employee satisfaction and retention; and

WHEREAS, the City’s elected officials wish to express our gratitude by extending to them the same level of paid health insurance coverage as in 2015; and

WHEREAS, health insurance premiums increased beyond allotted amounts allocated in the 2016 budget.

NOW, THEREFORE, BE IT RESOLVED by the Harahan City Council acting as governing authority of said city that:

The Mayor and Council of the City of Harahan agree to continue to provide the same level of health insurance benefits to its employees by amending the 2016 budget to absorb the cost difference with no added cost to Harahan employees.

The foregoing Resolution having been submitted to a vote, the vote thereon was as follows:

- YEAS:**
- NAYS:**
- ABSENT:**
- ABSTENTION:**

And this Resolution was declared adopted on this ____ day of _____.

Nicole Lee, City Clerk

1 **The following Resolution was offered unanimously by the Council of the City of**
2 **Harahan:**

3
4 **PROPOSED RESOLUTION NO. 2016 - 6**

5
6 **A resolution accepting funds from Jefferson Parish in the amount of One**
7 **Hundred Five Thousand One Hundred and Seventy-Nine Dollars (\$105,179.00) for the**
8 **City of Harahan Police Department for three (3) police vehicles and ammunition.**

9
10 **WHEREAS, the City of Harahan is a City within the Parish of Jefferson; and**

11
12 **WHEREAS, the Parish of Jefferson entered into an Intergovernmental**
13 **Agreement with the City of Harahan Police Department to provide funding for three**
14 **police vehicles and ammunition; and**

15
16 **WHEREAS, the City of Harahan appreciates the assistance of Jefferson Parish**
17 **Councilman Paul Johnston, District 2.**

18
19 **NOW, THEREFORE, BE IT RESOLVED by the Harahan City Council, acting as**
20 **governing authority of said City that:**

21
22 **SECTION 1. \$90,000.00 associated with this Agreement is to be used for the**
23 **purchase of three police vehicles; and \$15,179.00 is to be used for the purchase of**
24 **ammunition.**

25
26 **SECTION 2. This resolution in effect amends the Capital Project and General**
27 **Fund Budgets as follows:**

28
29 **Revenue Line Items: 341-3-112-32270 Misc. Revenues – JPC – Police Dept.**
30 **Increased by \$90,000.00**
31 **010-3-112-32264 Misc. Revenues – JPC – Police Dept.**
32 **Increased by \$15,179.00**

33
34 **Expense Line Items: 341-4-112-40900 Police Department**
35 **Increased by \$90,000.00**
36 **010-4-112-41401 Police Supplies**
37 **Increased by \$10,000.00**

38
39 **The foregoing resolution having been submitted to a vote, the vote thereon**
40 **was as follows:**

41
42 **YEAS:**
43 **NAYS:**
44 **ABSENT:**
45 **ABSTENTION:**

46
47 **And this Resolution was declared adopted on this ____ day of _____.**

48
49
50
51 _____
52 **Nicole Lee**
53 **Municipal Clerk**



JEFFERSON PARISH

LOUISIANA

OFFICE OF THE COUNCIL

PARISH COUNCIL

CYNTHIA LEE - SHENG
Councilwoman, At-Large, Div. B

CHRISTOPHER L. ROBERTS
At-Large, Div. A

RICKY J. TEMPLET
Council District 1

PAUL D. JOHNSTON
Council District 2

MARK D. SPEARS
Council District 3

E. "BEN" ZAHN III
Council District 4

JENNIFER VAN VRANCKEN
Council District 5

WESTBANK
POST OFFICE BOX 9
GRETNA, LA 70054
(504) 364-2600

EASTBANK
POST OFFICE BOX 10242
JEFFERSON, LA 70181-0242
(504) 736-6600

SONNY BURMASTER
Chief of Staff

EULA A. LOPEZ
Parish Clerk
OFFICE OF THE CLERK
GRETNA, LA 70054
(504) 364-2626

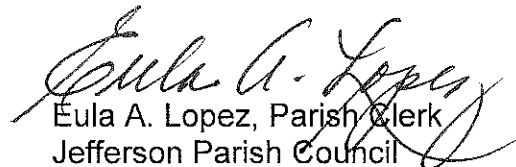
May 13, 2016

Hon. Tim Walker, Chief of Police
City of Harahan
6441 Jefferson Highway
Harahan, LA 70123

Dear Mr. Walker:

Enclosed herewith is a certified copy of **Resolution No. 127042** adopted by the Jefferson Parish Council on Wednesday, May 11, 2016, which is self-explanatory.

Yours truly,


Eula A. Lopez, Parish Clerk
Jefferson Parish Council

EAL/kbo
Enclosure

On motion of **Mr. Roberts**, seconded by **Ms. Lee-Sheng**, the following resolution was offered:

RESOLUTION NO. 127042

A resolution ratifying an Intergovernmental Agreement between Jefferson Parish and the City of Harahan Police Department to provide funding in the amount of One Hundred Five Thousand One Hundred and Seventy-Nine Dollars (\$105,179.00) for three police vehicles and ammunition. (Council District 2)

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivisions may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private organization, corporation or individuals; and

WHEREAS, La. Rev. Stat. 33:4890 provides that "the delegation of police power to all incorporated municipalities and parishes... home rule plans of government, or any other authority or grant of police power and the concurrent exercise there is confirmed"; and

WHEREAS, Jefferson Parish and the City of Harahan Police Department are authorized to enter into this Intergovernmental Agreement pursuant to La. R.S. 33:1324 which permits any parish, municipality or political subdivision of the state, or any combination thereof, to make agreements between or among themselves for police, fire and health protection.

WHEREAS, Jefferson Parish, pursuant to Jefferson Parish Charter Section 1.01(5) has the authority to "provide law enforcement, police protection, and traffic control services; develop and administer training, communications, records, crime investigation, jail and stockade facilities, and related services" for the benefit of all citizens of Jefferson Parish;

WHEREAS, the public purpose of the Project is to ensure a stronger and better equipped police force for the protection and safety of the citizens of Jefferson Parish;

WHEREAS, Jefferson Parish has a reasonable expectation of receiving the value of a safer Parish through a better equipped police department, which is at least equivalent to the One Hundred Five Thousand One Hundred and Seventy-Nine Dollars (\$105,179.00) provided for in this Agreement;

WHEREAS, Jefferson Parish wishes to enter into an Intergovernmental Agreement with the City of Harahan Police Department to provide One Hundred Five Thousand One Hundred and Seventy-Nine Dollars (\$105,179.00) for three police vehicles and ammunition; and

NOW THEREFORE, BE IT RESOLVED by the Jefferson Parish Council acting in the governing authority of said Parish:

SECTION 1. That the Intergovernmental Agreement between Jefferson Parish and the City of Harahan Police Department to provide funding in the amount of One Hundred Five Thousand One Hundred and Seventy-Nine Dollars (\$105,179.00) for three police vehicles and ammunition is hereby ratified.

SECTION 2. That \$90,000.00 associated with this Agreement shall be charged to Account No. 22020-2752-7680.187 (20252.000) ; and \$15,179.00 associated with this agreement shall be charged to Account No. 22010-2742-126-7680.187 (20142.000)

SECTION 3. That the Chairman of the Jefferson Parish Council, or in her absence the Vice-Chairman, is hereby authorized to sign any and all documents necessary to give full force and effect to this resolution.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

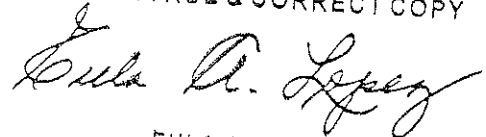
YEAS: 6

NAYS: None

ABSENT: (1) Templet

The resolution was declared to be adopted on this the **11th day of May, 2016.**

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY



EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL

1 **The following Resolution was offered unanimously by the Council of the City of**
2 **Harahan:**

3
4 **PROPOSED RESOLUTION NO. 2016 - 7**

5
6 **A resolution to enter into a Cooperative Endeavor Agreement with Newell**
7 **Normand, in his capacity as Sheriff of Jefferson Parish and the Harahan Police**
8 **Department through the City of Harahan for the purchase of two (2) surplus 2007**
9 **Harley Davidson Motorcycles.**

10
11 **WHEREAS, the City of Harahan is a City within the Parish of Jefferson; and**

12
13 **WHEREAS, it is necessary that governmental agencies work together to**
14 **provide citizens with effective efficient public safety protection; and**

15
16 **WHEREAS, the City of Harahan appreciates the assistance of Jefferson Parish**
17 **Sheriff Newell Normand.**

18
19 **NOW, THEREFORE, BE IT RESOLVED by the Harahan City Council, acting as**
20 **governing authority of said City that:**

21
22 **SECTION 1. The "Sheriff" has agreed to assist "Harahan" by providing and**
23 **selling to it one (1) surplus 2007 Harley Davidson Motorcycle, VIN No.**
24 **1HD1FHM127Y676254 (\$5,000.000) and one (1) surplus 2007 Harley Davidson**
25 **Motorcycle, VIN No. 1HD1FHM147Y677924 (\$5,000.00) to assist "Harahan" for the**
26 **sum of ten thousand dollars (\$10,000.00).**

27
28 **SECTION 2. This resolution for the cooperative endeavor agreement in effect**
29 **amends the General Fund Budget as follows:**

30
31 **Revenue Line Items: 010-3-112-34276 Non-DOJ Police Department**
32 **Increased by \$10,000.00**

33
34 **Expense Line Items: 010-4-112-64551 Non-DOJ Police Department**
35 **Increased by \$10,000.00**

36
37 **The foregoing resolution having been submitted to a vote, the vote thereon**
38 **was as follows:**

39
40 **YEAS:**

41 **NAYS:**

42 **ABSENT:**

43 **ABSTENTION:**

44
45 **And this Resolution was declared adopted on this _____ day of _____.**

46
47
48
49 _____
50 **Nicole Lee**
51 **Municipal Clerk**

COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN

**NEWELL NORMAND, IN HIS CAPACITY AS SHERIFF OF
JEFFERSON PARISH**

AND

**THE HARAHAH POLICE DEPARTMENT THROUGH
THE CITY OF HARAHAH**

This agreement is made and entered into by and between Newell Normand, in his capacity as Sheriff of Jefferson Parish, hereinafter called "*Sheriff*," represented by Newell Normand, and the Harahan Police Department through the City of Harahan, hereinafter called "*Harahan*," represented by Tina Miceli, Mayor and Tim Walker, Chief of Police.

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivisions or political corporations may engage in cooperative endeavors with each other or with any other private association, corporation or individuals; and

WHEREAS, Art. VII, Sec. 14(E) of the Louisiana Constitution of 1974 provides that political subdivisions whose function includes public safety may donate or exchange movable surplus property between and among themselves; and

WHEREAS, practical considerations necessitate that governmental agencies work together in order to effectuate an effective and efficient public safety protection; and

WHEREAS, the "*Sheriff*" and "*Harahan*" wish to provide citizens with an effective and efficient public safety protection by assisting "*Harahan*" with the donation and sale of surplus equipment; and

WHEREAS, the "*Sheriff*" has agreed to assist "*Harahan*" by providing and selling to it one (1) surplus 2007 Harley Davidson Motorcycle, VIN No. 1HD1FHM127Y676254 (\$5,000.00) and one (1) surplus 2007 Harley Davidson Motorcycle, VIN. No. 1HD1FHM147Y677924 (\$5,000.00) to assist "*Harahan*" for the sum of ten thousand dollars (\$10,000.00).

WHEREAS, the residents of Jefferson Parish will benefit from the efforts of these two agencies working to assist in the furtherance of effective public safety protection.

NOW, THEREFORE, the "*Sheriff*" and "*Harahan*" hereby agree as follows:

SECTION 1- SERVICES

The "Sheriff" shall provide and sell one (1) surplus 2007 Harley Davidson Motorcycle, VIN No. 1HD1FHM127Y676254 (\$5,000.00) and one (1) surplus 2007 Harley Davidson Motorcycle, VIN. No. 1HD1FHM147Y677924 (\$5,000.00) to assist "Harahan" for the sum of ten thousand dollars (\$10,000.00).

SECTION 2 – DURATION

The term for this agreement shall be perpetual.

SECTION 3 – INDEPENDENT CONTRACTOR

"Harahan" hereby agrees and accepts that it shall be acting as an independent contractor in its receipt of 2007 Harley Davidson Motorcycle, VIN No. 1HD1FHM127Y676254 and one (1) surplus 2007 Harley Davidson Motorcycle, VIN. No. 1HD1FHM147Y677924. It is understood and agreed by the parties that "Harahan" is entering into this Agreement in the capacity of an independent contractor and that nothing contained in this Agreement is intended to be construed as creating any other relationship between the "Sheriff" and "Harahan."

"Harahan" agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment tax in lieu thereof) and any other applicable federal or state unemployment taxes.

"Harahan" agrees to indemnify and hold the "Sheriff" harmless from any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from the "Sheriff's" treatment of "Harahan" as an independent contractor. "Harahan" further agrees to reimburse the "Sheriff" for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.

SECTION 4 – INSURANCE

Each party shall maintain and insure, as it deems necessary and appropriate for these purposes, which may be accomplished through their respective self-insured retention programs.

SECTION 5 – INDEMNIFICATION

The "Sheriff," its agents and employees shall not be liable for any loss, damage, injuries, or other casualty of whatsoever kind or by whomsoever caused, to the person or property of anyone (including "Harahan"), arising out of or resulting from "Harahan's" ownership, use, possession, or operation thereof, or from defects in the one (1) surplus 2007 Harley Davidson Motorcycle, VIN No. 1HD1FHM127Y676254 and one (1) surplus 2007 Harley Davidson Motorcycle, VIN. No. 1HD1FHM147Y677924 whether apparent or hidden, or from the installation, existence, use, maintenance, condition, repair, alteration, removal, or replacement of any equipment thereon, whether due in whole or part to negligent acts or omissions of the "Sheriff," its agents or employees, and "Harahan" hereby agrees to indemnify and hold the "Sheriff," its agent and employees, harmless from and against all claims, demands, liabilities, suits or actions (including all reasonable expenses and attorneys' fees incurred by or imposed on the "Sheriff" in connection therewith) for any such loss, damage, injury or other casualty. "Harahan" also agrees to pay all reasonable expenses and attorneys' fees incurred by the "Sheriff" in connection with the provisions of this SECTION.

SECTION 6 - NOTICE

All notices and correspondence required to be sent shall be addressed as follows:

Sheriff: Sheriff Newell Normand
Jefferson Parish Sheriff's Office
1233 Westbank Expressway
Building B, 5th Floor
Harvey, LA 70058

City of Harahan: Mayor Tina Miceli
6437 Jefferson Highway
Harahan, LA 70123

*Harahan Police
Department:* Chief Tim Walker
6441 Jefferson Highway
Harahan, LA 70123

SECTION 7– TERMINATION

This agreement may be terminated under any or all of the following conditions:

- a) By mutual agreement and consent of the parties hereto;
- b) By the "Sheriff" as a consequence of the failure of "Harahan" to comply with the stipulations and conditions hereof, proper allowance being made for circumstances beyond the control of "Harahan."
- c) By either party by giving thirty (30) days written notice of such intention.

SECTION 8 - ASSIGNMENT

This agreement shall be binding upon the successors and assigns for the parties hereto. This agreement shall not be assigned or subcontracted in whole or in part by "Harahan" as to the services to be performed hereunder without the written consent of the "Sheriff."

SECTION 9 - JURISDICTION

"Harahan" does, by signing this agreement, yield to the jurisdiction of the Twenty-Fourth Judicial District Court and formally waive any pleas of lack of jurisdiction in the event of suit under this agreement.

SECTION 10 - SEVERABILITY

If any provision of this agreement is held invalid by a Court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be so amended it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provisions of this agreement.

SECTION 11 - ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the "Sheriff" and "Harahan," and supercedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the "Sheriff" and "Harahan" by Tina Miceli, Mayor.

THUS AGREED AND SIGNED by all parties on the date set forth herein.

WITNESSES:

**NEWELL NORMAND, IN HIS CAPACITY AS
SHERIFF OF JEFFERSON PARISH**

BY: _____

**NEWELL NORMAND
SHERIFF**

Print Name

DATE: _____

Print Name

WITNESSES:

[Signature]

ROBERT V. MOSS III
Print Name

[Signature]

Raymond Duplessis
Print Name

CITY OF HARAHAH

BY: [Signature]
TINA MICELI
MAYOR

DATE: 5/5/16

WITNESSES:

[Signature]

Eric Crovetto
Print Name

[Signature]

Manuel Adams Jr
Print Name

HARAHAH POLICE DEPARTMENT

BY: [Signature]
TIM WALKER
CHIEF OF POLICE

DATE: 5.4.2016

1 **The following Resolution was offered unanimously by the Council of the City of**
2 **Harahan:**

3
4 **PROPOSED RESOLUTION NO. 2016 - 8**

5
6 **A resolution accepting funds from Jefferson Parish in the amount of Ten**
7 **Thousand Dollars (\$10,000.00) for Senior Transportation Improvements for the**
8 **Harahan Senior Center.**

9
10 **WHEREAS, the City of Harahan is a City within the Parish of Jefferson; and**

11
12 **WHEREAS, the Parish of Jefferson entered into an Intergovernmental**
13 **Agreement with the City of Harahan for the Harahan Senior Center for the repairing**
14 **of, repainting of, and/or placing new logos on the van used by the Harahan Senior**
15 **Center for the transportation of senior citizens; and**

16
17 **WHEREAS, the City of Harahan appreciates the assistance of Jefferson Parish**
18 **Councilman Paul Johnston, District 2.**

19
20 **NOW, THEREFORE, BE IT RESOLVED by the Harahan City Council, acting as**
21 **governing authority of said City that:**

22
23 **SECTION 1. The City of Harahan agrees to provide Senior Transportation**
24 **Improvements for the Harahan Senior Center for a cost not to exceed \$10,000.00.**

25
26 **SECTION 2. This resolution in effect amends the Capital Project Fund Budget**
27 **as follows:**

28
29 **Revenue Line Items: 341-3-117-32270 Misc. Revenues – JPC – Sr. Center**
30 **Increased by \$10,000.00**

31
32 **Expense Line Items: 341-3-117-40900 Senior Center**
33 **Increased by \$10,000.00**

34
35 **The foregoing resolution having been submitted to a vote, the vote thereon**
36 **was as follows:**

37
38 **YEAS:**

39 **NAYS:**

40 **ABSENT:**

41 **ABSTENTION:**

42
43 **And this Resolution was declared adopted on this ____ day of _____.**

44
45
46
47 _____
48 **Nicole Lee**
49 **Municipal Clerk**



JEFFERSON PARISH LOUISIANA

OFFICE OF THE COUNCIL

July 6, 2016

PARISH COUNCIL

CYNTHIA LEE - SHENG
Chairwoman, At-Large, Div. B

CHRISTOPHER L. ROBERTS
At-Large, Div. A

RICKY J. TEMPLET
Council District 1

PAUL D. JOHNSTON
Council District 2

MARK D. SPEARS
Council District 3

E. "BEN" ZAHN III
Council District 4

JENNIFER VAN VRANCKEN
Council District 5

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POST OFFICE BOX 10242
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(504) 736-6600

SONNY BURMASTER
Chief of Staff

EULA A. LOPEZ
Parish Clerk
OFFICE OF THE CLERK
GRETN, LA 70054
(504) 364-2626

Hon. Tina Miceli, Mayor
City of Harahan
6437 Jefferson Highway
Harahan, LA 70123

Dear Mayor Miceli:

Enclosed for your signature are four (4) original Intergovernmental Agreements to provide funds for senior transportation improvements, for the Department of the Parish Council, as authorized by Resolution No. 127216 adopted by the Council on Wednesday, June 8, 2016.

Please sign the agreements, date the first page the day they are signed and have your signature witnessed. Please do not make any changes to this agreement. After completion, keep one original for your files and please mail the other three (3) agreements back to my office for further processing.

Yours truly,


Eula A. Lopez, Parish Clerk
Jefferson Parish Council

EAL/ag

Enclosures

AN INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE PARISH OF JEFFERSON

AND

THE CITY OF HARAHAH

THIS AGREEMENT for and of Intergovernmental Cooperation and Joint Endeavor is made and entered into on this the ____ day of _____, 2016, by and between the Parish of Jefferson, State of Louisiana, (hereinafter, referred to as "Parish") represented herein by Cynthia Lee-Sheng, Council Chairwoman of the Jefferson Parish Council, the Parish's governing authority, duly authorized to act pursuant to Resolution No. 127216 adopted on the 8th day of June, 2016, and The City of Harahan, (hereinafter referred to as "Municipality") herein represented by Tina Miceli, Mayor.

WITNESSETH

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivisions may engage in intergovernmental agreements with each other, with the United States or its agencies, or with any public or private organization, corporation or individuals;

WHEREAS, the Parish is a constitutionally and statutorily-created local political body of the State of Louisiana with the constitutional and statutory authority to contract, including entering into intergovernmental agreements;

WHEREAS, Municipality is a constitutionally and statutorily-created political subdivision of the State of Louisiana with the constitutional and statutory authority to contract, including entering intergovernmental agreements;

WHEREAS, the public purpose of this Agreement is to assist the elderly citizens of Jefferson Parish, in particular the elderly citizens of the Municipality, in securing equal opportunity and receiving services in the areas of health, employment, and recreation, advancing the quality of life initiative in Jefferson Parish for senior citizens, pursuant to the Jefferson Parish Charter Sec. 1.01(14) and 1.01(15);

WHEREAS, Parish has a reasonable expectation of receiving the benefit of healthier, more independent seniors as a result of providing services to the elderly of Jefferson Parish in the areas of housing information, transportation, physical and mental health, employment, institutional care information, wholesome nutrition, recreation, community services, educational services, improvements to senior transportation services, and other community services, which will enhance the welfare and livelihood of the senior citizens of Jefferson Parish, in particular the elderly citizens of the Municipality, which is at least equivalent to the \$15,000.00 consideration described in this Agreement;

NOW THEREFORE, the Municipality and the Parish for the consideration and conditions hereafter set forth do hereby enter into this agreement as follow.

AGREEMENT

1.0 Operations.

- 1.1 Term.** The term of this Agreement shall commence on the date of full execution and shall terminate at midnight of the date immediately preceding the first anniversary date thereafter, unless sooner terminated as provided herein.
- 1.2 The Parish agrees to:** reimburse the Municipality for the cost up to but not exceeding \$10,000 for costs associated with the following Senior Transportation Improvements for the Harahan Senior Center:: the repairing of, repainting of, and/or placing new logos on the van used by the Harahan Senior Center for the transportation of senior citizens.
- 1.3 The Municipality agrees to:** provide Senior Transportation Improvements as specified in Section 1.2 herein for the Harahan Senior Center for a cost not to exceed \$10,000.00.

2.0 Records, Accounts and Reports.

- 2.1 Books and Records.** Municipality shall maintain adequate books of account with respect to its services, in accordance with generally accepted accounting principles (GAAP) in a form and method acceptable to Parish, within Jefferson Parish for a period not to exceed three (3) years after termination of this Agreement. Municipality shall permit Parish and Parish's agents from time-to-time within forty-eight (48) hours written notice, to inspect, copy and audit during Municipality's normal business office hours, the books and records pertaining to the services provided under this Agreement. Parish's right to audit, inspect, and make copies of Municipality's records shall be at the sole expense of Parish.
- 2.2 Periodic and/or Annual Reports.** At any time, the Parish may request that the Municipality, with the minimum of ten (10) days written notice, prepare and/or produce a report of the results of operations, as it pertains to this Agreement, in the previous fiscal year prepared in accordance with generally accepted accounting principles (GAAP). The report must be prepared and certified by an independent certified public accounting firm. (For purposes of this Agreement, each "fiscal year" begins on January 1 and ends on December 31 of the same year.)

- 3.0 Termination or Suspension.** The Parish may terminate this Agreement for cause based upon the failure of the Municipality to comply with the terms and/or conditions of the Agreement; provided that the Parish shall give the Municipality written notice specifying Municipality's failure. The Parish or the Municipality may terminate this Agreement for convenience at any time by giving thirty (30) days written notice.

4.0 Notice. Any communications to be given hereunder by either PARTY to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

Parish: Cynthia Lee-Sheng
Council Chairwoman
Jefferson Parish Council
1221 Elmwood Park Blvd., Suite 1017
Jefferson, Louisiana 70123
Phone No.: (504) 736-6016

Municipality: Tina Miceli
Mayor
6437 Jefferson Highway
Harahan, Louisiana 70123

4.1 Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

5.0 General.

5.1 This Agreement shall be deemed to be made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The Municipality hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The Parish and Municipality hereto agree that the sole and exclusive jurisdiction and venue for any suit or proceeding brought pursuant to this contract shall be the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

5.2 It shall be the duty of every Parish officer, employee, department, agency, special district, board, and commission; and the duty of every contractor, subcontractor, and licensee of the Parish, and the duty of every applicant for certification of eligibility for a Parish contract or program, to cooperate with the inspector general in any investigation, audit, inspection, performance review, or hearing pursuant to Jefferson Parish Code of Ordinances Section 2-155.10(19). Every Parish contract and every bid, proposal, application or solicitation for a Parish contract, and every application for certification of eligibility for a Parish contract or program shall contain a statement that the corporation, partnership, or person understands and will abide by all provisions of the Jefferson Parish Code of Ordinances Section 2-155.10.

5.3 This Agreement represents the entire Agreement between Parish and Municipality. This Agreement may only be amended in writing by authority of a Jefferson Parish Council Resolution, and must be signed by both and Municipality.

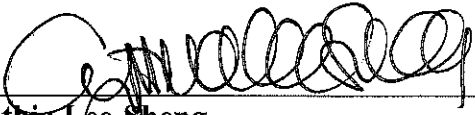
For the consideration and under the conditions set forth above, the parties agree to perform the specified services stated above.

Witnesses:

Parish of Jefferson

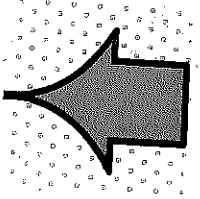
Norma Linder

Print Name: Norma Linder

BY: 
**Cynthia Lee-Sheng,
Council Chairwoman
Jefferson Parish Council**

Ann H. Guidry

Print Name: Ann H. Guidry




Witnesses:

City of Harahan

Raymond Duplessis

Print Name: Raymond Duplessis

BY: 
**Tina Miceli
Mayor
City of Harahan**

Paise Pipitone

Print Name: Paise Pipitone

On motion of **Mr. Roberts**, seconded by **Ms. Lee-Sheng**, the following resolution was offered:

RESOLUTION NO. 127216

A resolution ratifying an Intergovernmental Agreement between Jefferson Parish and the City of Harahan to provide senior transportation improvements for a cost not to exceed \$10,000.00. (Council District 2)

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivisions may engage in intergovernmental agreements with each other, with the United States or its agencies, or with any public or private organization, corporation or individuals;

WHEREAS, the Parish is a constitutionally and statutorily-created local political body of the State of Louisiana with the constitutional and statutory authority to contract, including entering into intergovernmental agreements;

WHEREAS, Municipality is a constitutionally and statutorily-created political subdivision of the State of Louisiana with the constitutional and statutory authority to contract, including entering into intergovernmental agreements;

WHEREAS, the public purpose of this Agreement is to assist the elderly citizens of Jefferson Parish, in particular the elderly citizens of the Municipality, in securing equal opportunity and receiving services in the areas of health, employment, and recreation, advancing the quality of life initiative in Jefferson Parish for senior citizens, pursuant to the Jefferson Parish Charter Sec. 1.01(14) and 1.01(15);

WHEREAS, Parish has a reasonable expectation of receiving the benefit of healthier, more independent seniors as a result of providing services to the elderly of Jefferson Parish in the areas of housing information, transportation, physical and mental health, employment, institutional care information, wholesome nutrition, recreation, community services, educational services, improvements to senior transportation services, and other community services, which will enhance the welfare and livelihood of the senior citizens of Jefferson Parish, in particular the elderly citizens of the Municipality, which is at least equivalent to the \$10,000.00 consideration described in this Agreement;

NOW THEREFORE, BE IT RESOLVED by the Jefferson Parish Council acting in the governing authority of said Parish:

SECTION 1. That the Intergovernmental Agreement between Jefferson Parish and the City of Harahan to provide \$10,000 to the City of Harahan to provide senior transportation improvements is hereby ratified.

SECTION 2. That all costs associated with this Agreement shall be charged to Account No. 22020-2752-7680.162 (20252.000).

SECTION 3. That the Chairman of the Jefferson Parish Council, or in his absence the Vice-Chairman, is hereby authorized to sign any and all documents necessary to give full force and effect to this resolution.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:


YEAS: 7

NAYS: None

ABSENT: None

The resolution was declared to be adopted on this the **8th** day of June, 2016.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY


EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL

1 **The following Resolution was offered unanimously by the Council of the City of**
2 **Harahan:**

3
4 **PROPOSED RESOLUTION NO. 2016 - 9**

5
6 **A resolution accepting funds from Jefferson Parish in the amount of Five**
7 **Thousand Dollars (\$5,000.00) for services for the elderly at the Harahan Senior**
8 **Center.**

9
10 **WHEREAS, the City of Harahan is a City within the Parish of Jefferson; and**

11
12 **WHEREAS, the Parish of Jefferson entered into an Intergovernmental**
13 **Agreement with the City of Harahan to provide funding for services for the elderly at**
14 **the Harahan Senior Center; and**

15
16 **WHEREAS, the City of Harahan appreciates the assistance of Jefferson Parish**
17 **Councilman Paul Johnston, District 2.**

18
19 **NOW, THEREFORE, BE IT RESOLVED by the Harahan City Council, acting as**
20 **governing authority of said City that:**

21
22 **SECTION 1. The City of Harahan agrees to provide services for the elderly at**
23 **the Harahan Senior Center that are at least equivalent to the amount of \$5,000.00.**

24
25 **The foregoing resolution having been submitted to a vote, the vote thereon**
26 **was as follows:**

27
28 **YEAS:**

29 **NAYS:**

30 **ABSENT:**

31 **ABSTENTION:**

32
33 **And this Resolution was declared adopted on this ____ day of _____.**

34
35
36
37 _____
38 **Nicole Lee**
39 **Municipal Clerk**



JEFFERSON PARISH LOUISIANA

OFFICE OF THE COUNCIL

PARISH COUNCIL

July 6, 2016

CYNTHIA LEE - SHENG
Chairwoman, At-Large, Div. B

CHRISTOPHER L. ROBERTS
At-Large, Div. A

RICKY J. TEMPLET
Council District 1

PAUL D. JOHNSTON
Council District 2

MARK D. SPEARS
Council District 3

E. "BEN" ZAHN III
Council District 4

JENNIFER VAN VRANCKEN
Council District 5

WESTBANK
POST OFFICE BOX 9
GRETNA, LA 70054
(504) 364-2600

EASTBANK
POST OFFICE BOX 10242
JEFFERSON, LA 70181-0242
(504) 736-6600

SONNY BURMASTER
Chief of Staff

EULA A. LOPEZ
Parish Clerk
OFFICE OF THE CLERK
GRETNA, LA 70054
(504) 364-2626

Hon. Tina Miceli, Mayor
City of Harahan
6437 Jefferson Highway
Harahan, LA 70123

Dear Mayor Miceli:

Enclosed for your signature are four (4) original Intergovernmental Agreements to provide funds for services for seniors at the Harahan Senior Center, for the Department of the Parish Council, as authorized by Resolution No. 127217 adopted by the Council on Wednesday, June 8, 2016.

Please sign the agreements, date the first page the day they are signed and have your signature witnessed. Please do not make any changes to this agreement. After completion, keep one original for your files and please mail the other three (3) agreements back to my office for further processing.

Yours truly,

Eula A. Lopez, Parish Clerk
Jefferson Parish Council

EAL/ag

Enclosures

AN INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE PARISH OF JEFFERSON

AND

THE CITY OF HARAHAH

THIS AGREEMENT for and of Intergovernmental Cooperation and Joint Endeavor is made and entered into on this the _____ day of _____, 2016, by and between the Parish of Jefferson, State of Louisiana, (hereinafter, referred to as "Parish") represented herein by Cynthia Lee-Sheng, Council Chairwoman of the Jefferson Parish Council, the Parish's governing authority, duly authorized to act pursuant to Resolution No. 127217 adopted on the 8th day of June, 2016, and The City of Harahan, (hereinafter referred to as "Municipality") herein represented by Tina Miceli, Mayor.

WITNESSETH

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivisions may engage in intergovernmental agreements with each other, with the United States or its agencies, or with any public or private organization, corporation or individuals;

WHEREAS, the Parish is a constitutionally and statutorily-created local political body of the State of Louisiana with the constitutional and statutory authority to contract, including entering into intergovernmental agreements;

WHEREAS, Municipality is a constitutionally and statutorily-created political subdivision of the State of Louisiana with the constitutional and statutory authority to contract, including entering intergovernmental agreements;

WHEREAS, the public purpose of this Agreement is to assist the elderly citizens of Jefferson Parish, in particular the elderly citizens of the Municipality, in securing equal opportunity and receiving services in the areas of health, employment, and recreation, advancing the quality of life initiative in Jefferson Parish for senior citizens, pursuant to the Jefferson Parish Charter Sec. 1.01(14) and 1.01(15);

WHEREAS, Parish has a reasonable expectation of receiving the benefit of healthier, more independent seniors as a result of providing services to the elderly of Jefferson Parish in the areas of housing information, transportation, physical and mental health, employment,

On motion of **Mr. Roberts**, seconded by **Ms. Lee-Sheng**, the following resolution was offered:

RESOLUTION NO. 127217

A resolution ratifying an Intergovernmental Agreement between Jefferson Parish and the City of Harahan to provide funding for services for seniors at the Harahan Senior Center for a cost not to exceed \$5,000.00. (Council District 2)

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivisions may engage in intergovernmental agreements with each other, with the United States or its agencies, or with any public or private organization, corporation or individuals;

WHEREAS, the Parish is a constitutionally and statutorily-created local political body of the State of Louisiana with the constitutional and statutory authority to contract, including entering into intergovernmental agreements;

WHEREAS, Municipality is a constitutionally and statutorily-created political subdivision of the State of Louisiana with the constitutional and statutory authority to contract, including entering into intergovernmental agreements;

WHEREAS, the public purpose of this Agreement is to assist the elderly citizens of Jefferson Parish, in particular the elderly citizens of the Municipality, in securing equal opportunity and receiving services in the areas of health, employment, and recreation, advancing the quality of life initiative in Jefferson Parish for senior citizens, pursuant to the Jefferson Parish Charter Sec. 1.01(14) and 1.01(15);

WHEREAS, Parish has a reasonable expectation of receiving the benefit of healthier, more independent seniors as a result of providing services to the elderly of Jefferson Parish in the areas of housing information, transportation, physical and mental health, employment, institutional care information, wholesome nutrition, recreation, community services, educational services, improvements to senior transportation services, and other community services, which will enhance the welfare and livelihood of the senior citizens of Jefferson Parish, in particular the elderly citizens of the Municipality, which is at least equivalent to the \$5,000.00 consideration described in this Agreement;

NOW THEREFORE, BE IT RESOLVED by the Jefferson Parish Council acting in the governing authority of said Parish:

SECTION 1. That the Intergovernmental Agreement between Jefferson Parish and the City of Harahan to provide funding for services for seniors at the Harahan Senior Center for a cost not to exceed \$5,000.00 is hereby ratified.

SECTION 2. That all costs associated with this Agreement shall be charged to Account No. 22020-2752-7680.162 (20252.000).

SECTION 3. That the Chairman of the Jefferson Parish Council, or in his absence the Vice-Chairman, is hereby authorized to sign any and all documents necessary to give full force and effect to this resolution.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:


YEAS: 7

NAYS: None

ABSENT: None

The resolution was declared to be adopted on this the 8th day of June, 2016.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY


EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL

1 The following Ordinance was proposed unanimously by the Council of the City of
2 Harahan:

3
4 **PROPOSED ORDINANCE NO. 2016 - 9**

5
6 **An Ordinance to repeal and amend Ordinance No. 1752, which amended Ordinance No.**
7 **1402, which amended Ordinance No. 53, Sewerage District No. 1 of the City of**
8 **Harahan, which amended Ordinance No. 481 of the City of Harahan and Ordinance No.**
9 **26, Section 1, Sewerage District No. 1 of the City of Harahan and the Harahan**
10 **Municipal Code, Chapter 22, Article II, Division 2, USER CHARGES, Section 22-46,**
11 **“Schedule of changes”, providing for a change of user charges for services rendered**
12 **by the said Sewerage District.**

13
14 **WHEREAS, the City of Harahan, State of Louisiana, owns and operates a**
15 **wastewater collection, treatment and disposal system as revenue producing work of**
16 **public improvement, and desires to construct and acquire additions, improvements**
17 **and replacements to the System, including equipment and fixtures, a work of public**
18 **improvement for the City; and**

19
20 **WHEREAS, in January, 2014, the City of Harahan authorized the issuance of not**
21 **exceeding Four Million Dollars (\$4,000,000) of Taxable Sewer Revenue Bonds, Series**
22 **2014, of the City of Harahan, State of Louisiana, prescribing the forms, terms and**
23 **conditions of said bonds; providing for the payment thereof; entering into certain other**
24 **covenants and agreements in connection with the security and payment of said bonds;**
25 **selling said bonds to the Clean Water State Revolving Fund; authorizing the execution**
26 **of a Loan and Pledge Agreement and other loan documents with the Louisiana**
27 **Department of Environmental Quality; providing for the delivery of the bonds to said**
28 **department; and providing for other matters in connection therewith; and**

29
30 **WHEREAS, the City is now financing costs of the sewer project through the**
31 **issuance of its Taxable Sewer Revenue Bonds payable as to principal and interest**
32 **from a dedication and pledge of the income and revenues derived from the operation**
33 **of the entirety of the system, pursuant to the provisions of Part XIII, Chapter 4, Title**
34 **39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:1011, et seq.),**
35 **and other constitutional and statutory authority, subject to the prior payment of the**
36 **reasonable and necessary expenses of operating and maintaining the system; and**

37
38 **WHEREAS, present revenues are inadequate to provide for the proper operation**
39 **and maintenance of the Harahan Municipal Sewerage District, which said operation**
40 **and maintenance is imperative in the interest of the public health and welfare; and**

41
42 **WHEREAS, current rates have not been increased since 2013. It is necessary**
43 **to increase the rate charged for sewerage service, based on water usage,**
44 **maintenance, and debt reduction.**

45
46 **WHEREAS, all sewerage usage fees shall only be spent on operations,**
47 **maintenance, capital projects, and debt reduction for the sanitary sewerage system;**
48 **and**

49
50 **WHEREAS, the City, through its Governing Authority, by proper resolutions**
51 **and/or ordinances, hereby covenants to fix, establish and maintain such rates and**
52 **collect such fees, rents or other charges for the services and facilities of the system,**
53 **and all parts thereof, and to revise the same from time to time whenever necessary,**
54 **as will always provide revenues in each year sufficient to pay the reasonable and**
55 **necessary expenses of operating and maintaining the system in each year, the**
56 **principal and interest maturing on the bonds in each year, all reserves or sinking funds**
57 **or other payments required for such year by the bond ordinance, and all other**
58 **obligations or indebtedness payable out of the revenues of the system for such year,**
59 **and which will provide revenues in each year, after paying all reasonable and**
60 **necessary expenses of operating and maintaining the system, at least equal to 110%**
61 **of the largest amount of principal and interest maturing on the bond in any future bond**

62 year and on any additional parity bonds hereafter issued as provided herein; provided,
63 however, to the amount other moneys are applied to the payment of the reasonable
64 and necessary costs of operating and maintaining the system, then such rates, fees
65 and other rents may be correspondingly reduced and such other moneys will be
66 included in making the coverage calculation.

67
68 **NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Harahan,
69 acting as the governing authority of said City that:

70
71 **SECTION 1.** That Section 1 of Ordinance No. 53, Sewerage District No. 1 of the
72 City of Harahan, and the Harahan Municipal Code, Chapter 22, Article II, SEWERAGE
73 AND SEWERAGE DISPOSAL, Division 2, USER CHARGES, Section 22-46, "Schedule of
74 changes", and the same is hereby repealed and amended to read as follows: The
75 rates and charges for the use of the sewerage collection, treatment and disposal
76 services of Sewerage District No. 1 of the City of Harahan, State of Louisiana, for each
77 and every residence, commercial or industrial establishment now or hereafter
78 connected to the sewerage district treatment facilities, shall be based upon the
79 amount of water used and be in accordance with the following schedule:
80 Residences, doubles, apartments, duplex and other places of abode: The charge shall
81 be at the rate of \$4.57 per thousand (1,000) gallons of water based upon eighty-five
82 (85) percent of the number of gallons shown on the water bill for each living unit.
83 Minimum per billing cycle is \$8.68. All other buildings, establishments, schools,
84 businesses shall be charged at the rate of \$4.82 per thousand (1,000) gallons of water
85 used. The minimum bill per billing cycle is hereby set at \$10.42.

86
87 **SECTION 2.** The subsequent prevailing rates per thousand (1,000) gallons of
88 water based upon eighty-five (85%) percent of water consumption, as set forth by this
89 Ordinance shall be reviewed by the Harahan City Council annually and/or as deemed
90 necessary by the Council. Upon review, the current rate may be retained or adjusted
91 upward or downward as warranted by fiscal budgetary requirements. Adjustments
92 shall be based on changes in the consumer price index for utilities.

93
94 **SECTION 3.** The user charges shall become effective on _____.

95
96 **SECTION 4.** If any provision of this ordinance is held to be invalid or otherwise
97 enforceable by the final judgement of a court of competent jurisdiction; such invalidity
98 shall not affect the validity of any of the remaining provisions of this ordinance that
99 may be given effect without the invalid provision; and to this end the provisions of this
100 ordinance are hereby declared to be servable.

101
102 **SECTION 5.** All ordinances or parts of ordinances of the City of Harahan on
103 conflict with this ordinance are hereby repealed.

104
105 The foregoing Ordinance having been submitted to a vote, the vote thereon was
106 as follows:

107
108 **YEAS:**
109 **NAYS:**
110 **ABSENT:**
111 **ABSTENTION:**

112
113 This Ordinance was declared adopted on this _____ day of _____ to
114 become effective immediately upon the signature of the Mayor or upon the expiration
115 of the time period without the signature of the Mayor.

116
117
118
119 _____
120 **Tina Miceli, Mayor**

_____ **Nicole Lee, City Clerk**

The following Ordinance was proposed by Councilman Chatelain and seconded by Councilman Huete:

ORDINANCE NO. 1752

An Ordinance to repeal and amend Ordinance No. 1402, which amended Ordinance No. 53, Sewerage District No. 1 of the City of Harahan, which amended Ordinance No. 481 of the City of Harahan and Ordinance No. 26, Section 1, Sewerage District No. 1 of the City of Harahan and the Harahan Municipal Code, Chapter 22, Article II, Division 2, **USER CHARGES**, Section 22-46, "Schedule of changes", providing for a change of user charges for services rendered by the said Sewerage District.

WHEREAS, present revenues are inadequate to provide for the proper operation and maintenance of the Harahan Municipal Sewerage District, which said operation and maintenance is imperative in the interest of the public health and welfare; and

WHEREAS, current rates have not been increased since 2003. It is necessary to increase the rate charged for sewerage service, based on water usage.

WHEREAS, it is recommended that an increase in user charges to pay for the City sewer service, upgrade existing services and facilities in problem areas and to repay all sewerage repair services, and

WHEREAS, all sewerage usage fees shall only be spent on operations, maintenance, capital projects, and debt reduction for the sanitary sewerage system.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Harahan, acting as the governing authority of said City that:

SECTION 1. That Section 1 of Ordinance No. 53, Sewerage District No. 1 of the City of Harahan, and the Harahan Municipal Code, Chapter 22, Article II, **SEWERAGE AND SEWERAGE DISPOSAL**, Division 2, **USER CHARGES**, Section 22-46, "Schedule of changes", and the same is hereby repealed and amended to read as follows: The rates and charges for the use of the sewerage collection, treatment and disposal services of Sewerage District No. 1 of the City of Harahan, State of Louisiana, for each and every residence, commercial or industrial establishment now or hereafter connected to the sewerage district treatment facilities, shall be based upon the amount of water used and be in accordance with the following schedule:
Residences, doubles, apartments, duplex and other places of abode: The charge shall be at the rate of \$2.50 per thousand (1,000) gallons of water based upon eighty-five (85) percent of the number of gallons shown on the water bill for each living unit. Minimum per billing cycle is \$7.50. All other buildings, establishments, schools, businesses shall be charged at the rate of \$2.75 per thousand (1,000) gallons of water used. The minimum bill per billing cycle is hereby set at \$9.00.

SECTION 2. The subsequent prevailing rates per thousand (1,000) gallons of water based upon eighty-five (85) percent of water consumption, as set forth by this Ordinance shall be reviewed by the Harahan City Council annually and/or as deemed necessary by the Council. Upon review, the current rate may be retained or adjusted upward or downward as warranted by fiscal budgetary requirements. Adjustments shall be based on changes in the consumer price index for utilities. All upward user fee adjustments shall have a cap of five (5) percent.

SECTION 3. The user charges shall become effective on July 1, 2013.

SECTION 4. All Ordinances in conflict herewith are hereby repealed.

SECTION 5. Should any provision of this Ordinance, or the application thereof, be held invalid, such invalidity shall not affect the validity of the remaining portions of this Ordinance.

The foregoing Ordinance having been submitted to a vote, the vote thereon was as follows:

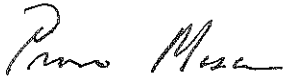
YEAS: Baudier, Chatelain, Huete, Landry, Murray

NAYS: None


ABSENT: None

ABSTENTION: None

This Ordinance was declared adopted on the 21st day of March, 2013, to become effective immediately upon the signature of the Mayor.



**Provino Mosca
Mayor
City of Harahan**



**Nicole Lee
City Clerk
City of Harahan**