

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

Date: March 15, 2018

Time: 7:30 P.M.

The Public Meeting is called to order by the Mayor, followed by the Pledge of Allegiance.

ROLL CALL

SPECIAL PRESENTATIONS

- 1. Darlene Schwartz, Community Liaison**
- 2. Current State of the Harahan Police Department**

ADDRESS THE COUNCIL

APPROVAL OF MINUTES

**Reading of the Minutes of the Council Meeting on February 22, 2018.
Approval of the Minutes of the Council Meeting on February 22, 2018.**

COMMUNICATIONS

The Board of Adjustments and Appeals did not meet in February, 2018.

The Planning and Zoning Board did not meet in March, 2018.

RESOLUTIONS

PROPOSED RESOLUTION NO. 2018 – 2

A resolution accepting funds from Jefferson Parish, in the amount of Seventy Thousand Dollars (\$70,000.00), for the benefit of the Recreation Department, to provide funding for upgrades and improvements to Wilcox Field in Harahan Playground.

PROPOSED RESOLUTION NO. 2018 – 3

Cooperative endeavor agreement by and between the City of Harahan and the John Curtis Christian School.

ORDINANCES FOR APPROVAL

PROPOSED ORDINANCE NO. 2017 – 39 (Deferred 02/22/2018)

An Ordinance amending Ordinance No. 1822, the annual Budget of Revenues and Expenditures for the Fiscal Year ending December 31, 2017 for the City of Harahan, Louisiana. (Police Department)

PROPOSED ORDINANCE NO. 2018 – 1

An Ordinance relating to asphalt repairs around the City of Harahan to be performed during the Fiscal Year ending December 31, 2018.

ORDINANCE FOR INTRODUCTION (FIRST READING)

PROPOSED ORDINANCE NO. 2018 – 3

An Ordinance to amend Ordinance No. 1841, the annual Budget of Revenue and Expenditures for Fiscal Year ending December 31, 2018, for the Police Department of the City of Harahan, Louisiana.

OLD BUSINESS

- 1. Civil Service Board appointment. (Deferred 02/22/2018)**
- 2. Appointments to the Fire Dept. Advisory Board. (Deferred 02/22/2018)**

NEW BUSINESS

1. Ms. Judy Roman on behalf of St. Rita of Cascia Parish would like to request barricades and a police escort for the annual:
 - May Crowning Procession on Sunday, May 6, 2018, after 11:30 a.m. Mass.
 - Feast of Corpus Christi Procession on Sunday, June 3, 2018, after 11:30 a.m. Mass.
2. Ramelli Contract (trash pick-up issues, community recycling, etc.)

ADDRESS THE COUNCIL

SECRETARY'S REPORT

Secretary's report for February, 2018
Total revenue \$522,548.17

REPORTS

PAY BILLS

Bill's paid in February, 2018
Total expenditures \$363,068.02

EXECUTIVE SESSION

None

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:

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

3
4 **PROPOSED RESOLUTION NO. 2018 - 2**

5
6 **A resolution accepting funds from Jefferson Parish, in the amount of Seventy**
7 **Thousand Dollars (\$70,000.00), for the benefit of the Recreation Department, to**
8 **provide funding for upgrades and improvements to Wilcox Field in Harahan**
9 **Playground.**

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

12
13 **WHEREAS, the Parish of Jefferson and the City of Harahan have entered into**
14 **an Intergovernmental Agreement to provide funding for upgrades and improvements**
15 **to Wilcox Field in Harahan Playground; and**

16
17 **WHEREAS, the Parish of Jefferson is providing funding to the City of Harahan**
18 **Recreation Department for bulldozing the infield, adding subsurface drainage from**
19 **the edges of the infield to the outfield, installation of a new backstop, swapping the**
20 **dugout and bleacher locations, and the addition of a sprinkler system; and**

21
22 **WHEREAS, the City of Harahan appreciates the assistance of Jefferson Parish**
23 **Councilman Paul Johnston, District 2.**

24
25 **NOW, THEREFORE, BE IT RESOLVED by the Harahan City Council, acting as**
26 **governing authority of said City that:**

27
28 **SECTION 1. The City of Harahan agrees to provide funding to the Recreation**
29 **Department, in the amount of Seventy Thousand Dollars (\$70,000.00), for upgrades**
30 **and improvements to Wilcox Field in Harahan Playground.**

31
32 **The foregoing resolution having been submitted to a vote, the vote thereon**
33 **was as follows:**

34
35 **YEAS:**

36 **NAYS:**

37 **ABSENT:**

38 **ABSTENTION:**

39
40 **And this Resolution was declared adopted on this ____ day of _____.**

41
42
43
44
45 **Nicole Lee**
46 **Municipal Clerk**

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 _____, 2018, by and between the Parish of Jefferson, State of Louisiana, (hereinafter, referred to as "Parish") represented herein by Cynthia Lee-Sheng, Chairwoman of the Jefferson Parish Council, the Parish's governing authority, duly authorized to act pursuant to Resolution No.130810 adopted on the 31st day of January, 2018, 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 cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation or individuals; and

WHEREAS, Art. VII, Sec. 14(B) of the Louisiana Constitution of 1974 provides that public funds may be used for programs of social welfare for the aid and support of the citizens of Jefferson Parish; and

WHEREAS, Jefferson Parish desires, as authorized in Sec. 1.01(6) in the Jefferson Parish Charter to cooperate with the City of Harahan on behalf of its Recreation Department in the implementation of the Project as hereinafter provided; and

WHEREAS, the public purpose of the Project is described as: assisting the Recreation Department for the City of Harahan in its provision of recreation and entertainment opportunities for the citizens of Jefferson parish by providing funding for upgrades and improvements to Wilcox Field in Harahan Playground consisting of bulldozing the infield, adding subsurface drainage from the edges of the infield to the outfield, installation of a new backstop, swapping the dugout and bleacher locations, and the addition of a sprinkler system; and

WHEREAS, the Harahan Recreation Department provides recreation services to the citizens of and visitors to the City of Harahan, which is an incorporated municipality within Jefferson Parish; and

WHEREAS, the Parish of Jefferson has a reasonable expectation of receiving the value of enhanced recreational and entertainment opportunities for the citizens of Jefferson Parish that is at least equivalent to the \$70,000.00 of consideration described in this Agreement; and

WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation; and

WHEREAS, the citizens of Jefferson Parish will benefit from the efforts of these agencies working together;

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

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:** provide to the Municipality an amount of \$70,000.00 to be expended upon upgrades and improvements to Wilcox Field in Harahan Playground for the Harahan Recreation Department consisting of bulldozing the infield, adding subsurface drainage from the edges of the infield to the outfield, installation of a new backstop, swapping the dugout and bleacher locations, and the addition of a sprinkler system on a reimbursement basis. Reimbursement shall be defined as payment by the Parish to Municipality of those amounts actually incurred, without increase or mark-up, and supported by documentation to the reasonable satisfaction of the Parish. In the event of payment by the Parish of advance service invoices, Parish shall pay to the Municipality only those amounts supported by advance service invoices to the reasonable satisfaction of the Parish, for those services to be supplied at actual cost, without increase or mark-up. The Municipality shall provide Parish affirmative proof of payment of the invoices within seven (7) days of receipt of funds from the Parish.
- 1.3 The Municipality agrees to:** make upgrades and improvements to Wilcox Field in Harahan Playground for the Harahan Recreation Department consisting of bulldozing the infield, adding subsurface drainage from the edges of the infield to the outfield, installation of a new backstop, swapping the dugout and bleacher locations, and the addition of a sprinkler system in the amount of \$70,000.00 and to provide the required documentation of these expenditures to Parish, as set forth in Section 1.2 herein

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

Municipality: Tina Miceli
Mayor
City of Harahan
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 Parish 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 Liner

BY: *Cynthia Lee-Sheng*

**Cynthia Lee-Sheng
Council Chairwoman
Jefferson Parish Council**

Print Name: Norma Liner

Ann H. Guidry

Ann H. Guidry

Print Name: _____

Witnesses:

City of Harahan

Raymond Duplessis

BY: *Tina Miceli*

**Tina Miceli
Mayor
City of Harahan**

Print Name: Raymond Duplessis

Jessica Savoie

Print Name: Jessica Savoie

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

RESOLUTION NO. 130810

A resolution ratifying an Intergovernmental Agreement with the City of Harahan for the benefit of its Recreation Department to provide funding for upgrades and improvements to Wilcox Field in Harahan Playground at a cost not to exceed \$70,000.00. (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 cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation or individuals; and

WHEREAS, Art. VII, Sec. 14(B) of the Louisiana Constitution of 1974 provides that public funds may be used for programs of social welfare for the aid and support of the citizens of Jefferson Parish; and

WHEREAS, Jefferson Parish desires, as authorized in Sec. 1.01(6) in the Jefferson Parish Charter to cooperate with the City of Harahan on behalf of its Recreation Department in the implementation of the Project as hereinafter provided; and

WHEREAS, the public purpose of the Project is described as: assisting the Recreation Department for the City of Harahan in its provision of recreation and entertainment opportunities for the citizens of Jefferson parish by providing funding for upgrades and improvements to Wilcox Field in Harahan Playground consisting of bulldozing the infield, adding subsurface drainage from the edges of the infield to the outfield, installation of a new backstop, swapping the dugout and bleacher locations, and the addition of a sprinkler system; and

WHEREAS, the Harahan Recreation Department provides recreation services to the citizens of and visitors to the City of Harahan, which is an incorporated municipality within Jefferson Parish; and

WHEREAS, the Parish of Jefferson has a reasonable expectation of receiving the value of enhanced recreational and entertainment opportunities for the citizens of Jefferson Parish that is at least equivalent to the \$70,000.00 of consideration described in this Agreement; and

WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation; and

WHEREAS, the citizens of Jefferson Parish will benefit from the efforts of these agencies working together;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE JEFFERSON PARISH COUNCIL, acting as governing authority of said Parish,

SECTION 1. That the Intergovernmental Agreement with the **City of Harahan for the benefit of its Recreation Department** to provide funding for upgrades and improvements to Wilcox Field in Harahan Playground at a cost not to exceed \$70,000.00 is hereby ratified.

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

SECTION 3. That the Chairwoman 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: 7 NAYS: None ABSENT: None

The resolution was declared to be adopted this the 31st day of January, 2018.

**THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY**


**EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL**

1 The following Resolution was proposed by Councilman _____:
2

3 **PROPOSED RESOLUTION NO. 2018 – 3**
4

5 **COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN**
6 **THE CITY OF HARAHAH AND THE JOHN CURTIS CHRISTIAN SCHOOL**
7

8 WHEREAS, the City of Harahan (hereinafter “Harahan”), a Louisiana municipality, and
9 the John Curtis Christian School (hereinafter “the JCCS”), an accredited Louisiana educational
10 institution, share certain goals in regard to the provision of recreational opportunities for
11 Harahan’s youth; and,
12

13 WHEREAS, Harahan, through its Recreation Department, maintains a municipal
14 property known as the Arceneaux Baseball field; and,
15

16 WHEREAS, the JCCS has for nearly 40 years utilized the Arceneaux Baseball field
17 annually during the months of January through May 1st; and,
18

19 WHEREAS the JCCS has, in the past, made financial contributions to maintain the
20 Arceneaux Baseball field for the benefit the athletes and their families and the community who
21 enjoy the facility and contributed its members’ labor for maintenance thereof; and,
22

23 WHEREAS, Harahan and the JCCS wish to continue, and to formalize, the arrangement
24 for the use of the Premises and have determined that a cooperative endeavor agreement can best
25 provide the vehicle for achieving their mutual objectives;
26

27 NOW THEREFORE, Harahan and the JCCS agree as follows:
28

- 29 1. Term of Agreement. The term of this Cooperative Endeavor Agreement (Agreement) is
30 January 1, 2018 through December 31, 2021.
- 31 2. Scope of Agreement. This Agreement applies to the Arceneaux Baseball field located at
32 6610 10th Street, Harahan, Louisiana (Premises);
- 33 3. Use and Dates of Use. During the months of January through April JCCS will have
34 priority of use of the Arceneaux Baseball field in exchange for which it shall provide daily
35 maintenance to the infield (grass, dirt, mound, home plate, etc.). The uses permitted under
36 this Agreement are uses attendant on or related to JCCS baseball practice and games
37 (Events) which are consistent with the JCCS’s athletic program. Use of outdoor fences for
38 the display of advertising and the sale of concessions is permitted during JCCS games,
39 subject to compliance with applicable tax law and the removal off all advertising and
40 concessions immediately subsequent to the game. During the months of May through
41 December, Harahan grants the JCCS use of the Premises for Events to a maximum of
42 twenty (20) Events per calendar year, provided that the date of the Event(s) does not
43 conflict with prior scheduled uses of the Premises and that staffing by a Harahan
44 employee is available. JCCS will notify Harahan of the dates of the proposed Events not

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45 fewer than 15 days prior to the Event

46 The JCCS shall leave the Premises in substantially the condition found before the Event,
47 normal wear and tear excepted.
48

- 49 4. Insurance. For all Events to which the general public is invited by the JCCS, the JCCS
50 shall, during the full Term of this Agreement, and during the Term of any extensions,
51 carry and maintain at its own cost and expense a policy or policies of comprehensive
52 general liability insurance against all claims for personal injury or injuries, including death
53 and property damage arising out of the JCCS’s use of the Premises, such insurance to
54 afford protection to the limits of not less than \$1,000,000.00 Dollars combined single
55 limit, per occurrence, and \$2,000,000.00 Dollars aggregate, in respect to injury to persons
56 (including death), and in respect to property damage or destruction, including loss of use
57 thereof. Said policy or policies of insurance shall name Harahan as an additional insured,

58 not merely as a certificate holder, and such policy or policies shall be endorsed as such if
59 necessary.

60 5. Indemnity. To the fullest extent permitted by law, the JCCS agrees to defend, indemnify,
61 and hold harmless Harahan from any and all claims, causes of action and/or lawsuits,
62 judgments, damages, penalties, fines, liabilities, losses, costs, and expenses of any kind or
63 nature, which arise out of the negligence and/or fault of the JCCS in its operation of the
64 Event(s), including but not limited to, any such claims, causes of action and/or lawsuits
65 alleging bodily injury, personal injury, pain, mental anguish and/or death, and/or property
66 loss or damage, arising from the negligence or fault of the JCCS.

67 6. Governing Law. The parties to this Agreement understand and agree that the provisions
68 herein shall, between them, have the effect of law, but in reference to matters not provided
69 for herein, this Agreement shall be governed by the laws of the State of Louisiana, without
70 regard to its conflicts of laws provisions.

71 7. No Waiver. Failure of either party to require strict performance of any of the covenants,
72 provisions, or conditions of this Agreement, on one or more occasions, shall not constitute
73 a waiver by either party thereafter to require strict compliance with said covenants,
74 provisions, and conditions.

75 8. Severability If any term or provision of this Agreement, or application thereof to any
76 person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of
77 this Agreement, or the application of such term or provision to persons or circumstances
78 other than those affected thereby, and each term and provision of this Agreement shall be
79 valid and be enforced to the fullest extent permitted by law.

80 9. Amendments. Any amendment to this Agreement must be in writing and oral
81 representations shall not constitute an amendment to this Agreement under any
82 circumstances.

83 10. Termination. Notwithstanding anything herein to the contrary, in the event that either
84 party determines, in its sole and absolute discretion, that it wishes to terminate this
85 Agreement prior to the end of its Term, it may do so by providing thirty (30) days advance
86 written notice to the non-terminating party of its election to terminate this Agreement,
87 upon which this Agreement shall terminate and neither party shall have any further
88 obligation to the other, except for those obligations set forth herein which expressly
89 survive termination.

90 11. Equivalences. The Parties acknowledge that the rights granted, and the obligations
91 undertaken, herein have a reasonable expectation of being at least equivalent in value.

92 12. Notice. Any notices due under this Agreement shall be by hand-delivery, facsimile or
93 U.S. Mail with proper postage addressed to City of Harahan, Harahan City Hall, 6437
94 Jefferson Highway, Harahan, LA 70123, Attention: _____ and the John

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95 Curtis Christian School, _____
96 LA, Attention: _____. Notices due hereunder shall be
97 effective on the date of delivery if hand-delivered or sent via facsimile or on the third
98 business day after mailing if sent by U.S. Mail, first class delivery.

99 13. This Agreement may be executed in one or more counterparts, which, taken together,
100 shall constitute one binding agreement.

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

103 YEAS:
104 NAYS:
105 ABSENT:
106 ABSTENTION:

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

CITY OF HARAHAN

JOHN CURTIS CHRISTIAN SCHOOL

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

DRAFT

The following Ordinance was proposed Councilman Wheeler and seconded by Councilman Baudier:

PROPOSED ORDINANCE NO. 2017 - 39

An Ordinance amending Ordinance No. 1822, the annual Budget of Revenues and Expenditures for the Fiscal Year ending December 31, 2017 for the City of Harahan, Louisiana. (Harahan Police Department)

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

SECTION 1. It is hereby ordered that the following items be and serve as the amendments for the above mentioned 2017 budget ordinance.

SECTION 2. Attached hereto, made part hereof, and marked Schedule A, is the 2017 Budget Amendments accepting revenues for the Harahan Police Department.

SECTION 3. The adoption of this budget amendment shall form the framework for monitoring revenue and controlling expenditures as required by L.R.S. 39:1310.

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

SECTION 5. All ordinances or parts of ordinances of the City of Harahan in conflict with this ordinance are hereby repealed.

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

YEAS:

NAYS:

ABSENT:

ABSTENTION:

This Ordinance was declared adopted on this __day of _____, to become effective immediately upon the signature of the Mayor or upon the expiration of the time period without the signature of the Mayor.

Tina Miceli, Mayor

Nicole Lee, City Clerk

SCHEDULE "A"

HARAHAN POLICE DEPARTMENT 2017 BUDGET AMENDMENTS

LINE ITEMS:

REVENUES:

010-3-112-31280 INTEREST INCOME	\$47.26
010-3-112-32262 MISC. REV-POLICE	\$16,396.00
010-3-112-32264 MISC. REV-JPC-POL	\$3500.00
010-3-112-32269 RESTITUTION	\$428.00
010-3-112-32271 DONATION NOAC	\$1150.00
010-3-112-34218 POLICE EQUIP GRANT	\$3925.00
010-3-112-34275 DOJ FORFEITURE	\$26,407.00
010-3-112-34276 NON DOJ	\$30,957.42
010-3-112-34310 DEA DRUG TASK-OT	\$14,131.00
010-3-112-34317 WALMART GRANT	\$896.00
341-3-112-32270 MISC. REV. JCP.	\$180,000.00

		ACTUAL	ACTUAL	Original	Council	%AGE	
		2014	2015	Budget	Budget	CHANGE	
				2015	2017	(2017 Council	
						Budget - adopted	
						2016)	
REVENUES							
1	GRANT REVENUE						
2	010-3-112-34215	Police Ct Grant	2,210	4,367	1,700	-	-100.00%
3	010-3-112-34217	I.C.L.E.	-	388	-	-	#DIV/0!
4	010-3-112-34218	Police Equip Grant	-	12,120	9,919	-	-100.00%
5	010-3-112-34229	D.A.R.E./Hope - Drug Education	-	-	-	-	#DIV/0!
6	010-3-112-34275	Dej Forfeiture	-	15,387	-	-	#DIV/0!
7	010-3-112-34276	Non Dej Forfeiture	18,799	11,952	10,000	-	-100.00%
8	010-3-112-34305	1011-Jfn-0301 Lgap \$0K	79,870	195	-	-	#DIV/0!
9	010-3-112-34306	09 Community Policing \$48009	-	651	-	-	#DIV/0!
10	010-3-112-34310	Dea Drug Taskforce	17,506	13,349	-	-	#DIV/0!
11	010-3-112-34314	Gohsep - Uas) Police Grant	-	-	-	-	#DIV/0!
12	010-3-112-34315	Mun.Narc.Task Force Grant	-	-	-	-	#DIV/0!
13	010-3-112-34316	Police La Hwy Safety Grant	7,850	-	-	-	#DIV/0!
14	010-3-112-34317	Walmart Police Grant	4,108	8,477	-	-	#DIV/0!
15	TOTAL GRANTS		130,348	66,856	21,619	-	-100.00%
16							
17	MISCELLANEOUS REVENUE						
18	010-3-112-32262	Misc Rev - Police	8,105	7,887	20,000	10,000	-50.00%
19	010-3-112-32264	Misc Rev - JPC - Police	-	-	15,179	-	-100.00%
20	010-3-112-32269	Restitution	-	-	-	-	#DIV/0!
21	010-3-112-32270	Donations	-	-	-	-	#DIV/0!
22	TOTAL MISCELLANEOUS REVENUE		8,105	7,887	35,179	10,000	-71.57%
23							
24							
25	TOTAL REVENUES		138,448	74,723	56,796	10,000	-82.39%
26							
27	GRANT EXPENSES						
28	010-4-112-61600	Police Ct Grant Expense	-	3,122	1,700	-	-100.00%
29	010-4-112-61800	Police Equip Grant Expen	-	12,120	9,919	-	-100.00%
30	010-4-112-62100	D.A.R.E./Hope - Drug Edu	-	-	-	-	#DIV/0!
31	010-4-112-62900	Walmart Police Grant	-	(1,000)	-	-	#DIV/0!
32	010-4-112-62910	Gohsep - Uas) Police Grant	-	-	-	-	#DIV/0!
33	010-4-112-64306	09 Community Policing 48	5,550	-	-	-	#DIV/0!
34	010-4-112-64551	Non Dej Forfeiture Expen	18,799	27,339	10,000	-	-100.00%
35	010-4-112-68907	1213-Jfn-0302 Lgap	60,193	-	-	-	#DIV/0!
36	010-4-112-68910	Dea Drug Taskforce	16,563	16,103	-	-	#DIV/0!
37	010-4-112-68915	Mun.Narc.Task Force Gran	1,270	-	-	-	#DIV/0!
38	010-4-112-68916	Police La Hwy Safety Gra	2,907	-	-	-	#DIV/0!
39	010-4-112-68920	Grant 2892	-	-	-	-	#DIV/0!
40	TOTAL GRANT EXPENSES		105,282	57,684	21,619	-	-100.00%
41							
42	OPERATING EXPENSE						
43	010-4-112-40200	Travel Expense	761	1,608	1,000	1,000	0.00%
44	010-4-112-40300	Training & Education	3,557	2,506	3,500	5,000	42.86%
45	010-4-112-40320	Uniforms & Accessories	6,110	(4,473)	11,000	5,000	-54.55%
46	010-4-112-40350	Osha, Medical & Dpp Test	793	3,151	2,500	4,000	60.00%
47	010-4-112-40400	Dues/Fees/Membership/Subsc	(215)	2,582	3,000	4,000	33.33%
48	010-4-112-40500	Insurance Expense	80,430	30,828	101,310	50,000	-50.65%
49	010-4-112-40600	Postage & Mailing Expens	696	478	1,200	1,000	-16.67%
50	010-4-112-40650	Appearance & Bond Expens	19,199	(1,663)	-	-	#DIV/0!
51	010-4-112-40680	Prisoner's Food	1,271	925	2,000	2,000	0.00%
52	010-4-112-40820	Legal Fees - Lawsuits	970	-	1,000	25,000	2400.00%
53	010-4-112-40825	Attorney	-	-	2,000	-	-100.00%
54	010-4-112-41000	Auditing	-	-	1,200	-	-100.00%
55	010-4-112-41010	Accounting	-	-	5,500	-	-100.00%
56	TOTAL OPERATING EXP		119,572	33,941	149,710	97,000	-31.06%
57							
58	SUPPLIES						
59	010-4-112-41100	Forms, Stationery & Print	704	-	-	-	#DIV/0!
60	010-4-112-41400	Office Supplies	5,805	5,398	7,000	8,000	14.29%
61	010-4-112-41401	Police Supplies	-	13,789	23,179	10,000	-55.86%
62	010-4-112-41500	Computer Supplies & Exps	4,248	2,219	3,000	10,000	233.33%
63	TOTAL SUPPLIES		10,757	21,406	33,179	28,000	-15.61%
64							
65	UTILITIES						
66	010-4-112-41600	Telephone & Telecommunic	17,292	14,586	16,000	17,800	11.25%
67	010-4-112-41800	Gas Utility	-	-	-	-	#DIV/0!
68	010-4-112-42000	Water Utility	3,838	504	1,000	2,100	110.00%
69	010-4-112-42200	Electricity Utility	3,824	12,725	12,000	12,800	5.00%
70	TOTAL UTILITIES		24,454	27,916	29,000	32,500	12.07%
71							
72	VEHICLES						
73	010-4-112-42500	Vehicle Repairs & Maint	19,252	12,534	22,000	25,000	13.64%
74	010-4-112-42550	Police Vehicles	-	2,272	-	-	#DIV/0!
75	010-4-112-42600	Gas, Oil & Fuels	57,187	41,924	45,000	45,000	0.00%
76	TOTAL VEHICLES		76,449	56,730	67,000	70,000	4.48%
77							
78	REPAIR & MAINTENANCE						
79	010-4-112-42800	Janitorial Supplies & Service	502	5,526	6,000	10,400	73.83%
80	010-4-112-43300	Equipment Maintenance Co	9,287	7,527	9,000	4,000	-55.56%
81	010-4-112-43800	Equipment & Jail Expense	11,274	454	5,000	2,000	-60.00%
82	010-4-112-44700	Building Repairs & Maint	8,548	6,432	10,000	10,000	0.00%
83	010-4-112-44790	Capital Outlay	-	1,180	-	-	#DIV/0!
84	010-4-112-44800	Transcriber	35	29	400	300	-25.00%
85	TOTAL REPAIR & MAINTENAN		29,656	21,188	30,400	26,700	-12.17%
86							
TOTAL DEPARTMENTAL EXPENSES (EXCLUDES GRANT EXPENSES AND WAGES)							
87			254,888	163,180	300,289	254,200	-15.35%
88							

	ACTUAL	ACTUAL	Original	Council	%AGE
	2014	2015	Budget	Budget	CHANGE
			2016	2017	(2017 Council
					Budget - adopted
					2016)
89 WAGES & BENEFITS					
90 010-4-112-49000 Salaries	898,124	847,379	893,333	980,716	9.78%
91 010-4-112-49050 Salary - Chief	-	-	56,000	56,000	0.00%
92 010-4-112-49100 Salaries - Other/Subcont	39,589	70,044	70,000	73,600	5.14%
93 010-4-112-49150 Comp Time	-	2,559	2,500	5,000	92.31%
94 010-4-112-49200 Overtime Pay	97,514	48,038	62,922	68,000	0.12%
95 010-4-112-49300 Annual Leave Pay	-	41,017	42,000	40,000	-4.76%
96 010-4-112-49500 Holiday Pay	4,213	44,488	92,013	97,500	5.96%
97 010-4-112-49600 Longevity Pay	1,568	1,850	1,944	1,848	-4.94%
98 010-4-112-50700 Police Retirement Match	184,869	189,741	194,242	193,128	-0.57%
99 010-4-112-50900 Group Hospitalization	190,313	184,722	166,808	170,004	1.92%
100 010-4-112-51100 Fica Match	62,782	64,182	74,688	66,804	-10.50%
101 010-4-112-52000 Life Insurance Match	(6,692)	1,493	3,240	1,484	-55.74%
102 010-4-112-52500 Medicare Match	14,470	16,287	19,248	16,500	-14.28%
103 010-4-112-52600 Workman's Comp Match	47,164	48,813	50,620	54,514	7.68%
104 TOTAL WAGES & BENEFITS	1,632,128	1,555,562	1,729,609	1,820,048	5.23%
105					
106					
107 TOTAL ALL EXPENSES	1,892,298	1,776,428	2,051,317	2,074,248	1.11%
108					
109 Operating Transfers In					
110 010-3-112-38122 Transfer In Sales Tax Receipts/La	206,441	213,404	218,386	205,800	-5.76%
111 TOTAL TRANSFER IN	206,441	213,404	218,386	205,800	-5.76%
112					
113					
114 Excess (Deficiency) of Revenues over Expenditures	(1,547,409)	(1,488,299)	(1,776,338)	205,800	-111.32%
115					
116 Plus Overhead Expenses Allocated from GF Department					
117 010-4-112-49075 Allocated Overhead Salaries	-	-	57,253	-	-100.00%
118 Total Overhead Expenses Allocated to GF Departments	-	-	57,253	-	-100.00%
119					
120 Total Excess (Deficiency) of Revenue over Expenditures	(1,547,409)	(1,488,299)	(1,833,586)	(1,710,309)	-6.59%

1 **The following Ordinance was proposed by Councilman Benton and seconded by**
2 **Councilman Johnston:**

3
4 **PROPOSED ORDINANCE NO. 2018 - 1**

5
6 **An Ordinance relating to asphalt repairs around the City of Harahan to be**
7 **performed during the Fiscal Year ending December 31, 2018.**

8
9 **NOW, THEREFORE, BE IT ORDAINED by the Mayor and the Council of the City of**
10 **Harahan, State of Louisiana, acting as the governing authority of said City that:**

11
12 **SECTION 1. It is hereby ordered that the following item be and serve as the**
13 **ordinance for asphalt repairs. Specific repairs will include, but are not limited to,**
14 **Heebie and Elodie Streets near the Senior Center, which represents approximately**
15 **0.6% of the total miles of streets within the City of Harahan. Additional asphalt repairs**
16 **at other miscellaneous locations over the 29 miles of streets within the City will also**
17 **be repaired.**

18
19 **Line Items:**

20 **341-4-115-40900 Highways and Street Maintenance**
21 **Increased by \$100,000**

22
23 **SECTION 2. The adoption of this budget amendment shall form the framework**
24 **for monitoring revenue and controlling expenditures as required by L.R.S. 39.1310.**

25
26 **SECTION 3. If any provision of this ordinance is held to be invalid, or otherwise**
27 **unenforceable by the final judgment of a court of competent jurisdiction, such**
28 **invalidity shall not affect the validity of any of the remaining provisions of this**
29 **ordinance that may be given effect without the invalid provision; and, to this end, the**
30 **provisions of this ordinance are hereby declared to be servable.**

31
32 **SECTION 4. All ordinances, or parts of ordinances of the City of Harahan in**
33 **conflict with this ordinance, and all Sections in the Harahan Municipal Code in conflict**
34 **with this ordinance, are hereby repealed.**

35
36 **This Ordinance having been submitted to a vote, the vote thereon was as**
37 **follows:**

38
39 **YEAS:**

40 **NAYS:**

41 **ABSENT:**

42 **ABSTENTION:**

43
44 **This Ordinance was declared adopted on this ____ day of _____, to**
45 **become effective immediately upon the signature of the Mayor, or upon the expiration**
46 **of the time period without the signature of the Mayor.**

47
48
49 _____
50 **Tina Miceli, Mayor**

_____ **Nicole Lee, City Clerk**

Budget

	ACTUAL	2016	2017	2017	2017	2017	2017	2017	2017	2017	2018	2018	Council		
													Original Proposed Budget	Council Original Adopted Budget	Council Current Adopted Budget
25															
26	EXPENDITURES														
27															
28	OPERATING EXPENSES - Capital Projects by Department														
29	341-4-111-40900	6,602	95,000	-	-	-	-	-	-	5,238	-	-	-	-	
30	341-4-111-40900	136	-	-	-	-	-	-	-	-	-	-	-	-	
31	341-4-111-42000	-	-	-	-	-	-	-	-	-	-	-	-	-	
32	341-4-112-40900	-	94,159	-	-	-	-	-	-	-	-	-	-	-	
33	341-4-112-40910	36,159	-	-	-	-	-	-	-	-	-	-	-	-	
34	341-4-112-40920	102,491	-	-	-	-	-	-	-	225,317	-	-	-	-	
35	341-4-112-42000	1,207	-	-	-	-	-	-	-	-	-	-	-	-	
36	341-4-113-40900	-	20,000	-	-	-	-	-	-	75,000	75,000	500,000	170,000	-	
37	341-4-113-40910	61,021	-	-	-	-	-	-	-	-	-	-	-	-	
38	341-4-113-40920	62,808	-	-	-	-	-	-	-	-	-	-	-	-	
39	341-4-113-42000	282	-	-	-	-	-	-	-	-	-	-	-	-	
40	341-4-115-40900	-	150,000	-	-	-	-	-	-	106,000	36,000	50,000	-	-	
41	341-4-115-40910	25,619	-	-	-	-	-	-	-	-	-	-	-	-	
42	341-4-115-40920	-	-	-	-	-	-	-	-	-	-	-	-	-	
43	341-4-115-42000	172	-	-	-	-	-	-	-	-	-	-	-	-	
44	341-4-116-40900	-	20,000	-	-	-	-	-	-	9,000	-	-	-	-	
45	341-4-116-40910	2,400	-	-	-	-	-	-	-	1,000	-	-	-	-	
46	341-4-116-40920	4,200	-	-	-	-	-	-	-	7,346	-	-	-	-	
47	341-4-117-40900	-	35,000	-	-	-	-	-	-	-	-	-	-	-	
48	341-4-117-40910	5,657	-	-	-	-	-	-	-	-	-	-	-	-	
49	341-4-117-40920	4,352	-	-	-	-	-	-	-	-	-	-	-	-	
50	341-4-118-40900	-	5,000	-	-	-	-	-	-	-	-	-	-	-	

The following Ordinance was proposed by Councilman Wheeler and seconded by Councilman _____:

PROPOSED ORDINANCE NO. 2018 – 3

An Ordinance to amend Ordinance No. 1841, the annual Budget of Revenue and Expenditures for Fiscal Year ending December 31, 2018, for the Police Department of the City of Harahan, Louisiana.

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

SECTION 1. By entering into an Intergovernmental Agreement made between the Parish of Jefferson and the City of Harahan Police Department, the Parish of Jefferson has provide funding for the purchase of a new vehicle to be used as a police vehicle.

SECTION 2. The City of Harahan Police Department hereby accepts funds from Jefferson Parish, in the amount of Thirty Thousand Dollars (\$30,000.00), for the purchase of a new vehicle, to be used as a police vehicle.

SECTION 3. It is hereby ordered that the following items be and serve as the amendments for the above mentioned 2018 budget ordinance.

SECTION 4. This ordinance in effect amends the Capital Project Fund as follows:

**Revenue Line Items: 341-3-112-32270 Misc. Revenue – JPC – Police Dept.
Increased by \$30,000.00**

**Expense Line Items: 341-4-112-40900 Police Dept.
Increased by \$30,000.00**

SECTION 5. The adoption of this budget amendment shall form the framework for monitoring revenue and controlling expenditures as required by L.R.S. 39:1310.

SECTION 6. If any provision of this ordinance is held to be invalid or otherwise enforceable by the final judgement of a court of competent jurisdiction, such invalidity shall not affect the validity of any of the remaining provisions of this ordinance that may be given effect without the invalid provision; and to this end the provisions of this ordinance are hereby declared to be servable

SECTION 7. All ordinances or parts of ordinances of the City of Harahan in conflict with this ordinance are hereby repealed.

YEAS:

NAYS:

ABSENT:

ABSTENTION:

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

Tina Miceli, Mayor

Nicole Lee, City Clerk

