

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

Date: April 19, 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. Proclamation for Parkinson's with Ms. Sapir-Fields and Ms. Lane**
- 2. Darlene Schwartz, Community Liaison**
- 3. Current State of the Harahan Police Department**

ADDRESS THE COUNCIL

APPROVAL OF MINUTES

**Reading of the Minutes of the Council Meeting on March 15, 2018.
Approval of the Minutes of the Council Meeting on March 15, 2018.**

COMMUNICATIONS

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

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

RESOLUTIONS

PROPOSED RESOLUTION NO. 2018 – 3 (Deferred 03/15/2018)

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

ORDINANCES FOR APPROVAL

PROPOSED ORDINANCE NO. 2018 – 1 (Deferred 03/15/2018)

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

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.

ORDINANCE FOR INTRODUCTION (FIRST READING)

None

OLD BUSINESS

None

NEW BUSINESS

- 1. Ramelli Contract (trash pick-up issues, community recycling, etc.)
(Deferred 03/15/2018)**
- 2. St. Rita Dads' Club respectfully requests permission to:**
 - Sell beer at the 5th annual St. Rita Dads' Club Crawfish Cook-Off on Saturday, May 19, 2018 from 4:00 p.m. until 10:00 p.m.**
 - Block Bourg St. from Imperial Woods Dr. to Ravan Ave. during the hour of operation, 9:00 a.m. until 11:00 p.m.**

ADDRESS THE COUNCIL

SECRETARY'S REPORT

Secretary's report for March, 2018

Total revenue \$559,073.82

REPORTS

PAY BILLS

Bill's paid in March, 2018

Total expenditures \$415,646.87

EXECUTIVE SESSION

None

ADJOURN

**A. The following matter involving pending litigation may be considered
(Court, Case, Number, Parties):**

- 1. 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 proposed by Councilman Baudier:

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 HARAHAHAN

JOHN CURTIS CHRISTIAN SCHOOL

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

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**

	ACCTUAL	2016	2017	2017	2017	2017	2017	2017	2017	2018	2018
25											
26	<u>EXPENDITURES</u>										
27											
28	<u>OPERATING EXPENSES - Capital Projects by Department</u>										
29	341-4-111-40900	66,602	95,000	-	-	-	-	-	5,238	-	-
30	341-4-111-40900	136	-	-	-	-	-	-	-	-	-
31	341-4-111-42000										
32	341-4-112-40900		94,159	-	-	180,000	-	-	-	-	-
33	341-4-112-40910	36,159	-	-	-	-	-	-	225,317	-	-
34	341-4-112-40920	102,491	-	-	-	-	-	-	-	-	-
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	-	-	-	-	-	-	-	50,000	-
38	341-4-113-40920	62,808	-	-	-	-	-	-	-	-	-
39	341-4-113-42000	282	-	-	-	-	-	-	-	-	-
40	341-4-115-40900		150,000	-	-	106,000	-	36,000	-	-	-
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	5,697	-	-	-	-	-	-	-	-	-
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

	2016		2017		2017		2017		2018		2018	
	Actuals	Original Proposed Budget	Council Original Adopted Budget	Council Current Adopted Budget	Estimated Actual	Original Proposed Budget	Council Adopted Budget					
25 EXPENDITURES												
26												
27												
28 OPERATING EXPENSES - Capital Projects by Department												
29 341-4-111-40900 Gen'l Government Admin	6,502	95,000	-	-	-	5,238	-	-	-	-	-	-
30 341-4-111-40900 General Expenses - Admin	196	-	-	-	-	-	-	-	-	-	-	-
31 341-4-111-42000 Auction Expenses												
32 341-4-112-40900 Police Department	36,159	94,159	-	180,000	-	-	-	-	-	-	-	-
33 341-4-112-40910 General Expenses - PD	102,491	-	-	-	-	225,317	-	-	-	-	-	-
34 341-4-112-40920 Capital Outlay - PD	1,207	-	-	-	-	-	-	-	-	-	-	-
35 341-4-112-42000 Auction Expenses												
36 341-4-113-40900 Fire Department		20,000	-	75,000	-	75,000	-	-	-	-	-	-
37 341-4-113-40910 General Expenses - FD	61,021	-	-	-	-	-	-	-	-	-	-	-
38 341-4-113-40920 Capital Outlay - FD	62,808	-	-	-	-	-	-	-	-	-	-	-
39 341-4-113-42000 Auction Expenses	282	-	-	-	-	-	-	-	-	-	-	-
40 341-4-115-40900 Highways & Street Maint		150,000	-	106,000	-	36,000	-	-	500,000	-	170,000	-
41 341-4-115-40910 General Expenses - Maint	25,519	-	-	-	-	-	-	-	50,000	-	-	-
42 341-4-115-40920 Capital Outlay - Maint		-	-	-	-	-	-	-	-	-	-	-
43 341-4-115-42000 Auction Expenses	172	-	-	-	-	-	-	-	-	-	-	-
44 341-4-116-40900 Recreation Department		20,000	-	9,000	-	-	-	-	-	-	-	-
45 341-4-116-40910 General Expenses - Rec	2,400	-	-	-	-	1,000	-	-	-	-	-	-
46 341-4-116-40920 Capital Outlay - Rec	4,200	-	-	-	-	7,346	-	-	-	-	-	-
47 341-4-117-40900 Senior Center Department		35,000	-	-	-	-	-	-	-	-	-	-
48 341-4-117-40910 General Expenses - Sr. Cent	5,657	-	-	-	-	-	-	-	-	-	-	-
49 341-4-117-40920 Capital Outlay - Sr. Cent	4,352	-	-	-	-	-	-	-	-	-	-	-
50 341-4-118-40900 Regulatory Department		5,000	-	-	-	-	-	-	-	-	-	-