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:
The following Resolution was proposed by Councilman Baudier:

PROPOSED RESOLUTION NO. 2018 – 3

COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN
THE CITY OF HARAHAN AND THE JOHN CURTIS CHRISTIAN SCHOOL

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

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

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

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

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

NOW THEREFORE, Harahan and the JCCS agree as follows:

1. Term of Agreement. The term of this Cooperative Endeavor Agreement (Agreement) is
January 1, 2018 through December 31, 2021.

2. Scope of Agreement. This Agreement applies to the Arceneaux Baseball field located at
6610 10th Street, Harahan, Louisiana (Premises);

3. Use and Dates of Use. During the months of January through April JCCS will have
priority of use of the Arceneaux Baseball field in exchange for which it shall provide daily
maintenance to the infield (grass, dirt, mound, home plate, etc.). The uses permitted under
this Agreement are uses attendant on or related to JCCS baseball practice and games
(Events) which are consistent with the JCCS’s athletic program. Use of outdoor fences for
the display of advertising and the sale of concessions is permitted during JCCS games,
subject to compliance with applicable tax law and the removal off all advertising and
concessions immediately subsequent to the game. During the months of May through
December, Harahan grants the JCCS use of the Premises for Events to a maximum of
twenty (20) Events per calendar year, provided that the date of the Event(s) does not
conflict with prior scheduled uses of the Premises and that staffing by a Harahan
employee is available. JCCS will notify Harahan of the dates of the proposed Events not
fewer than 15 days prior to the Event.

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

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

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

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

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

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

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

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

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

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

Curtis Christian School, __________________. Notice due hereunder shall be
effective on the date of delivery if hand-delivered or sent via facsimile or on the third
business day after mailing if sent by U.S. Mail, first class delivery.

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

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 _____.

CITY OF HARAHAN

By: __________________________
Title: _________________________
Date: _________________________

JOHN CURTIS CHRISTIAN SCHOOL

By: __________________________
Title: _________________________
Date: _________________________
The following Ordinance was proposed by Councilman Benton and seconded by Councilman Johnston:

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.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and 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 item be and serve as the ordinance for asphalt repairs. Specific repairs will include, but are not limited to, Heebie and Eloie Streets near the Senior Center, which represents approximately 0.6% of the total miles of streets within the City of Harahan. Additional asphalt repairs at other miscellaneous locations over the 29 miles of streets within the City will also be repaired.

Line Items:
341-4-115-40900 Highways and Street Maintenance
Increased by $100,000

SECTION 2. 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 3. If any provision of this ordinance is held to be invalid, or otherwise unenforceable by the final judgment 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 4. All ordinances, or parts of ordinances of the City of Harahan in conflict with this ordinance, and all Sections in the Harahan Municipal Code in conflict with this ordinance, are hereby repealed.

This 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
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:

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
Budget

City of Harahan

Capital Project Fund

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