REPORT OF ENGINEERING COMMITTEE
MEETING HELD ON
JULY 31, 1990

The Engineering Committee met on July 31, 1990, and in addition to requests referred to the Board and actions submitted for ratification, the Committee considered the following subjects, more fully described in the minutes of that meeting.

A. Status Report of Camps Along Hayne Boulevard

The results of the re-inspection were discussed.

B. 17th Street Canal

A resident of Bellaire Drive questioned the work being performed on the 17th Street Canal.

Minutes of the
Engineering Committee Meeting
Held on July 31, 1990
in the Board Room
New Orleans Lakefront Airport

PRESENT: The Honorable Jerome P. Dickhaus, Chairman
The Honorable Lambert C. Boissiere, Jr., Committee Member
The Honorable John H. Ross, Committee Member
The Honorable Robert C. Ramelli, Committee Member
The Honorable Steven O. Medo, Jr., Ex-Officio Member
The Honorable Robert S. Maloney, Non-Committee Member

NOT PRESENT: The Honorable Janet Phillpott-Vincent, Non-Committee Member
The Honorable James E. Smith, Non-Committee Member

FURTHERMORE PRESENT:
Mr. Richard J. McGinity, General Counsel
Mr. H. B. Lansden, Managing Director
Mr. Frederic M. Chatry, Chief Engineer
Mr. Randy Taylor, Assistant Director of Aviation
Mr. Alan Francingues, Assistant Chief Engineer
Mr. Glenn Ortego, Assistant Chief Engineer
Mr. Frank P. Mineo, Engineering
Ms. Pam Zeringue, Purchasing
Chief Ted Field, Police
Mr. Roy Stoddard, South Shore Harbor
Ms. Mary E. Herbert, Finance
Mr. Bill Sickinger, Safety-Risk
Mr. Jean LaPlace, LaPlace & Associates
Mr. Edmond Pepper, Pepper & Associates
Mr. Terral Broussard, Corps of Engineers
Ms. Elizabeth Cottone, Corps of Engineers
Mr. Clinton Lee, Resident of Bellaire Drive
Mr. Louis Marino, Hayne Blvd. Camp Owners Assoc.
Mr. John Waters, Bienvenu, Foster
Mr. John Giardina, Burk & Associates
Mr. Fred Feretdooni, Burk & Associates
Mr. Joe Prange, Burk & Associates
Mr. Cecil W. Soileau, Corps of Engineers
Dr. E. Berkley Traughber, Traughber & Associates
Mr. Bruce Feingerts, Feingerts & Kelly
Mr. Donald G. McConnell, Hong Kong Enterprises
Mr. Joseph M. McConnell, Hong Kong Enterprises
Mr. Cheryl McConnell, Hong Kong Enterprises
Mr. Vann Stutts, Corps of Engineers
Mr. Walter Baudier, Design Engineering, Inc.
Mr. John Holtgreve, Design Engineering, Inc.

The meeting was called to order by Mr. Dickhaus at 2:20 p.m.

A. Status Report of Camps Along Hayne Boulevard

Mr. Chatry stated the results of the most recent inspection are included in the agenda packet. He added that since the first inspection, two-thirds to three-fourths of the camps have connected their sewage disposal to septic tanks.

Mr. Dickhaus asked if septic tanks are acceptable to the Health Department. Mr. Chatry stated no. Mr. Chatry added that the camp owners have been notified that the lease will not be renewed after January 1, 1991, unless they have been connected to the city sewerage system.

Mr. Dickhaus stated he read in the paper there is a difference between the urban health standards and the rural health standards. Mr. McGinity stated there is a special regulation for isolated camps. Mr. Dickhaus asked if septic tanks are allowed at isolated camps. Mr. McGinity replied yes.

Mr. Ross stated he read in the paper that Governor Roemer signed an act for a new Sewerage and Water Board district for camp owners. Mr. Ross asked if this will affect anything.

Mr. John Waters, attorney for the Hayne Blvd. Camp Owners Association, stated he spoke to Representative Odinet about this. Mr. Waters stated his impression is that even though a sewerage district was created to include camp owners that unless the district is funded, it will expire by the terms of the act, which is December 1991. He added there is no expectation that it will be formed. This amendment was tacked onto the Sewerage and Water Board (S&WB) bill to get in on the floor.

Mr. Dickhaus stated he thought the article had an extension to the year 2014. Mr. Waters stated this was for the S&WB tax. Mr. Waters added that apparently there was an ad valorem tax, which was set to expire either this year or next year. The S&WB wanted to get the tax extended. Mr. Dickhaus stated this extension only applies to the tax. Mr. Waters stated this is correct and would feel more comfortable if he could see a copy of the act.

Mr. Ross stated the tax was extended, but there also was an act for a separate S&WB district for the camp owners. Mr. Ross added the millage was to come from some place.

Mr. Waters stated one of the things that funds the district is a sales tax that comes from the district.

Mr. Ross suggested Mr. Waters contact Senator Johnson and Representative Copeland.

Mr. Louis Marino, President of the Hayne Blvd. Camp Owners Association, distributed copies of the Times-Picyaune article. Mr. Dickhaus read the article and stated the extension is to the year 2042. Mr. Dickhaus asked Charlotte to immediately call the Secretary of State and ask them to fax a copy.

B. Rejection of Bids Received on Termite Treatment for FAA Building, Mitchell and Bastian Hangars

Ms. Zeringue, Procurement Officer for OLB, stated Mr. Ross requested this item be placed on the agenda for discussion. She stated proposals were sent to seven bidders and four responded. Three of the bids were inadvertently opened prior to 2:00 p.m. The other bid, Rodent Guard, arrived at 2:00 p.m., after one of the other bidders was told he was the apparent low bidder. Since the bids were opened prior to the bid opening date, she recommended they be rejected and rebid. Ms. Zeringue also asked that a study be done to review all properties and determine if they need treatment and place all properties under the same contract. She stated Mr. Chatry has agreed to do the study.

Mr. Ross stated Ms. Zeringue's last statement is not germane to the original bid.

Mr. Ross stated he received a phone call from Mr. Wright of Rodent Guard, who had submitted a bid on this project. Mr. Ross stated Mr. Wright told him that when he arrived for the

bid opening, the bids had been opened prior to 2:00 p.m. and his bid was not opened. Mr. Wright stated his bid was misplaced by the staff. After realizing what happened, Ms. Zeringue made a decision to reject the bids.

Mr. Dickhaus asked if Rodent Guard supplied the proper insurance. Mr. Ross stated he did not know.

Mr. McGinity stated he advised Ms. Zeringue that the bids were spoiled when the bids were opened before 2:00 p.m.

Mr. Ross stated the low bidder feels he was dealt with an injustice. Mr. Ross stated the bids are not being rejected because of any irregularities of his bid, but because his bid was not opened with the other bids.

Ms. Zeringue stated Mr. Wright turned his bid into the receptionist at the front desk. She added that instead of the receptionist bringing the bid to her office, she inadvertently placed it on a vacationing buyer's desk. Mr. Wright turned in his bid at 12:00 on the day of the bid opening.

Mr. Ross asked why were the bids opened before 2:00 p.m., and why was Mr. Wright's bid misplaced. He said he understands what Ms. Zeringue said, but it is not the low bidder's fault. Mr. Ross stated the decision to reject the bids was not made until Mr. Wright was discovered to be the low bidder.

Ms. Zeringue stated she recommended the bids be rejected after the bid opening because she was not informed of the problem until after Mr. Wright's bid was opened. She stated the buyer took it upon himself to open the bids prior to 2:00 p.m. Ms. Zeringue stated the buyer opened the bids on the 11th thinking it was the 12th. She added the first three bids were opened on the wrong day. The fourth bid did not surface until after 2:00 p.m. on the 12th.

Mr. Ross stated he understands someone making an error. He stated three errors were made. First, the bids were opened on the wrong day. Second, the bids were opened before 2:00 p.m. Third, one of the bids was misplaced.

Ms. Zeringue stated the buyer has been verbally reprimanded and has been told never to do this again.

Mr. Ross stated the staff member is not being penalized as much as the low bidder. Mr. Ross asked why the low bid cannot be accepted.

Mr. McGinity stated the bids were spoiled when they were opened prior to 2:00 p.m. He added that Rodent Guard could be accused of being the beneficiary of a previously opened bid. Mr. McGinity stated he realizes this did not happen, but the second low bidder could state that his bid was given to Rodent Guard and they submitted a lower bid. Mr. McGinity stated legally the bids must be thrown out.

Mr. Robert James of James Pest Control stated he has been submitting bids to various agencies for over 25 years and says the bids should be rebid.

Mr. Boissiere asked what is the normal procedure. Mr. McGinity stated normally we would rebid everything. Ms. Zeringue has asked that we go out for rebidding following the

study by Mr. Chatry to broaden the scope. Mr. Boissiere asked if Rodent Guard had the proper insurance. Ms. Zeringue stated Rodent Guard did not have his certificate with the bid, which is a requirement.

Mr. Dickhaus asked if the bidders found out what each other bid. Ms. Zeringue stated in this case she believes all the bidders were informed of each other's bid. Mr. James stated the bidders were notified after the bid date and time. Ms. Zeringue stated she was notified on the 13th and believes this is the day the other bidders were notified.

Mr. Medo asked if we have a choice or do we have to throw the bids out. Mr. McGinity stated the bids were spoiled and must be rejected.

Mr. Ross stated he has known Ms. Zeringue for over 14 years and she knows he is not questioning her staff. Mr. Ross stated he received a call and was requested to address the problem. Mr. Ross added that he then called and asked Ms. Zeringue to address the problem and she did. Mr. Ross stated Mr. Wright should be here to defend himself. Mr. Ross added that the people who did the right thing should not be penalized because of an error that we made. Mr. Ross further added that it would be wise to expand the properties to be included in the bid.

Mr. Lansden stated we have been reacting to termites rather than protecting the building. He added that the police building is infested with termites.

Mr. Dickhaus asked Mr. Ross if he now thinks it is fair that the bid scope be opened to include additional properties. Mr. Ross suggested that we accept Ms. Zeringue's recommendation to include other facilities.

Mr. Boissiere asked if this is for inspection service only. Ms. Zeringue stated this is for inspection, treatment and maintenance service. Ms. Zeringue added that we presently have a contract with Rodent Guard that covers this building, Million Air, Williams, and Jimmie Wedell Hangars. These buildings will not be included on the bid. All other buildings which have not been previously treated will be included on the rebid.

Mr. Dickhaus asked if this contract is for subterranean or formosan termites. Mr. Ortego stated there are no formosan termites. Mr. James stated formoson termites are eliminated by removing the nesting or cutting them off from the ground so they cannot receive moisture. This is done by fumigation. Mr. James stated the buildings he inspected did not have formosoan termites.

Mr. Dickhaus asked if DEQ or EPA has placed rules on the types of subterranean chemicals that can be used and also asked if this is explained in the bid specs. Mr. James stated there are five chemicals which control the Louisiana termite and formosoan termite. These chemicals are recommended by HUD, USDA, and LA Structure Pest Control.

Mr. Dickhaus asked if the five chemicals are equal in their duration. Mr. James stated the life duration is about the same. He added that the time period depends on soil conditions.

Mr. Dickhaus asked if these items are addressed in the specs. Ms. Zeringue stated they will be addressed. Mr. Dickhaus asked that the various chemical compounds be looked at.

Mr. Ross offered a motion that all bids be rejected. The motion seconded by Mr. Medo was approved by Commissioners Boissiere, Dickhaus, Maloney, Medo, Ross and Ramelli.

Mr. Ross offered another motion that the project be expanded in accordance with the Chief Engineer and the Procurement Officer. The motion seconded by Mr. Boissiere was approved by the above commissioners.

Mr. Ross stated that he would have raised this issue for any of the pest control companies if they would have called him.

C. OLB's Participation in Suit: Tenneco Oil Company versus Lake Borgne Levee District

Mr. Chatry stated in the construction of levee improvements by the Corps of Engineers, it is frequently necessary to adjust pipeline crossings. Ordinarily, those crossings are adjusted by the owner with no cost to the Levee Board. In this case, Lake Borgne Levee District was sued by Tenneco Oil Company for the fair market value of the adjustment required to their pipelines because of levee construction. The trial court ruled in Lake Borgne Levee District's favor. Tenneco appealed and the Appeals Court reversed the decision on the basis that the condition in the permit requiring the owner to adjust his facilities at no cost to the Levee District was invalid since it took away the owner's constitutional right to fair compensation and due process. The Levee District is attempting to carry the suit to the Supremem Court. The Louisiana Association of Levee Boards is taking up the cause and is looking for contributions from individual levee boards to help with the cost of the brief. The cost is estimated at $15,000 and the Association is asking the levee boards to contribute $1,000 to $2,000.

Mr. Medo asked if this would be an assessment rather than a contribution. Mr. McGinity stated this would not be a donation. Mr. McGinity added that he has read the case and has taken steps to remedy the situation as far as the OLB is concerned in the event the Supreme Court does not overturn the Fourth Circuit Court's decision. Mr. McGinity further stated the situation does have far reaching implications because when you order a company to relocate their pipeline, the pipes could be relocated as far as one to four miles back. The court says the Levee Board would be responsible for this. Mr. McGinity stated he has furnished Mr. Chatry a suggested change in our permits to provide us better protection.

Mr. Medo offered a motion that we pay a voluntary assessment of $2,000 to the Association of Levee Boards. Mr. Ramelli seconded the motion. Mr. Dickhaus offered a technical amendment to include that individual Boards participate in underwriting the appeal process with an assessment. Mr. Medo stated this will be included in the resolution.

Mr. Lansden stated in addition to the letter we received from Mr. Curole he also spoke to him and Mr. Curole informed him this is of an urgent nature. Mr. Lansden asked the commissioners to consider a poll vote to support the resolution. The commissioners agreed to a poll vote, if it is necessary. The commissioners then voted on the resolution. Commissioners Ramelli, Boissiere, Dickhaus, Maloney, Medo, and Ross voted in favor of the motion.

D. Discussion on London Avenue and Orleans Avenue Canals

Mr. Chatry stated the Board has been concerned for a long about flood protection. This involves the inadequate levees along the outfall canals; which is a distinct threat of flooding in a major storm. In accordance with that, the staff met with the consultants, Design Engineering and Berkley Traughber, in an attempt to develop a plan for expediting the provision of flood protection along the canals. We need to be particularly concerned with the London Avenue and Orleans Avenue canals since the work on the 17th Street Canal is coming along well.

A three pronged approach was developed. Two of the prongs have achieved a consensus among all people involved. The third prong still needs additional work. The first is to install interim protection along the London Avenue canal by raising the current level of protection. There are some areas along the London Avenue canal in which the levees are so low it would be impossible to safely contain a 10 year hurricane unless pumping is curtailed. The second prong is the butterfly valve, which is a Corps of Engineers project and would be located at the mouth of the London Avenue canal. The exposure at the Orleans Avenue canal is significant. There has been an outstanding request to the Corps of Engineers to construct a portion of parallel protection along the Orleans Avenue canal. Mr. Chatry stated we have now received an answer from the Corps in which they have agreed to provide protection.

Mr. Chatry stated the group was unable to achieve a consensus on the location of the butterfly valve. Everyone agreed to the urgent need of it and the fact that it would have to be built. There is some disagreement as to where it should be. Mr. Chatry stated the consultants and Corps are present to answer any questions.

Mr. Walter Baudier, President of Design Engineering, Inc., stated several meetings have been held to formulate a plan for hurricane flood protection for the City of New Orleans. He also stated everyone is in agreement with Phase I, the immediate implementation of raising the levees and bridges along the London Avenue Canal. It is planned to go out for construction in December 1990 and begin construction July 1991.

There is some concern as to the vertically hinged valve in the frontal protection system. This is important because it will provide a 300 year flood protection system. There are some issues which need to be resolved and before DEI can make a recommendation to the Board, the issues must be addressed.

Mr. Medo asked Mr. Baudier to summarize the items everyone is in agreement on.

Mr. Baudier asked the commissioners to turn to their agenda packet and look at the list of projects identified as Exhibit A. Mr. Holtgreve stated the Phase I project involves construction of flood protection at the seven bridges that cross the canal. These are Southern Railroad, Benefit Street, Gentilly Boulevard, Mirabeau Avenue, Filmore Avenue, Robert E. Lee Boulevard and Leon C. Simon. In addition, it is recommended the flood protection be raised at the reaches of canal, listed in Exhibit A, to achieve flood protection at the level of a 100 year storm, with a still water level in the lake of elevation 10.6. These projects are now deficient in structural capacity or in

height of the protection. The first phase involves raising the flood protection to reach the 100 year storm level which exists throughout the remainder of the canal. It includes raising the level of protection on the west side of the canal from Lakeshore Drive to Mirabeau Avenue and on the east side from Filmore Avenue to a location of 2000 feet to the north and from Robert E. Lee Boulevard to Lakeshore Drive where the levee protection presently exists. The estimated cost of this project is $5,332,000.

Mr. Baudier stated the levee section from Robert E. Lee to Lakeshore Drive will be an earthen levee and will not be set back. Additional geotechnical work needs to be done. Also, once the final flood protection is completed the levee section may be removed and some of the value of construction may be lost. Even though the value is there is now and may be lost later, it is still a good insurance policy against flooding.

Mr. Boissiere asked about the type of levee to be placed from Robert E. Lee to Prentiss. Mr. Baudier stated sheet pile. Mr. Boissiere asked about the type of levee from Prentiss to Gentilly. Mr. Baudier stated that is Phase III and that phase will take longer to complete and will cost more.

Mr. Boissiere asked for the schedule. Mr. Baudier stated he would like the design for the earthen levees completed for December 1, 1990, and go out for construction shortly after. The continuation of the design of bridges will be completed in May 1991 and go out for construction August 1991.

Mr. Boissiere asked if the elevation of the bridges would be raised. Mr. Baudier stated floodgates would be placed around the railroad tracks at Benefit Street and Robert E. Lee.

Mr. Boissiere asked what happens to the area of Phase III from Prentiss Avenue to Broad Street when Phases I and II are being constructed. Mr. Baudier stated Phase II is the butterfly valve project. Mr. Boissiere stated the Phase III area is more exposed. Mr. Baudier stated the design of that project would begin in September 1991 after we are more confident with the location of Phase II. Mr. Holtgreve stated a study was done by Burk and Associates regarding the existing flood protection capabilities of the flood protection presently in place. Phase I work would bring the protection along the entire length of the canal up to the 100 year protection. Mr. Boissiere stated he understands that Prentiss to Broad is now within the 100 year protection. Mr. Boissiere stated that he also understands the butterfly valve will bring the protection up to 300 years. Mr. Holtgreve stated Phase III, which is a continuation of Phase I, will raise the level of protection along the entire length of the canal to the 100 year storm with pumping in the canal. Mr. Holtgreve also added that there is no need to bring the height of the levee up along Prentiss to Broad.

Mr. Medo stated we are now talking about Phase I Exhibit A. Mr. Medo asked Dr. Traughber if he is in agreement with Phase I. Dr. Traughber stated that for a very small amount of money, an immense amount of protection is being received. At this time, the S&WB would have to stop pumping if the level rose to +7 or 8. Some of the sections have a 10 year protection with pumping. Majority of the canal is a 25 year protection with pumping which is equivalent to a 100 year protection by shutting off the pumps.

Mr. Medo asked if Burk and Associates agrees with Phase I. A representative from Burk stated they agree.

Mr. Medo asked if anyone else has anything to say about Phase I. He stated he is ready to do this project piecemeal to get the project underway. Mr. Medo offered a motion that we proceed with Phase I. The motion was seconded by Mr. Ross.

Mr. Boissiere asked if the pumping provides protection only for the water coming from the lake into the city. Mr. Boissiere stated the S&WB is responsible for pumping the water from the streets into the canals. Mr. Baudier stated Phase III realizes the impracticability of not doing this; it recognizes that when the S&WB is pumping, the water level in the canal will be higher and therefore the levee sections will be raised. Mr. Boissiere stated the S&WB is constantly pumping.

Mr. Boissiere asked about the siphon at Prentiss and London Avenue. Mr. Holtgreve stated the siphon is in Phase III and the floodwall will be built around the siphon. Mr. Boissiere asked if S&WB can do anything to increase the pumping capacity of the siphon. Mr. Holtgreve stated he does not know. Mr. Boissiere asked Mr. Baudier to get in touch with S&WB to see if they can improve the pumping capacity. Mr. Holtgreve stated he believes S&WB has plans to increase the station by a 1000 cubic feet per second. Mr. Holtgreve added this is included in the plan by Burk. Mr. Boissiere asked Mr. Holtgreve to find out when S&WB plans to increase the pumping capacity.

Dr. Traughber stated the bridges are one of the largest constraints. If it were possible to increase the level of the bridges with state funds, it would immediately increase the pumping capacity by removing the impedance in the canals. It would also increase transportation and evacuation of the city. Dr. Traughber added that some of the bridges will be closed by floodgates. Dr. Traughber suggested some type of funding be found to move the bridges above the water level.

Mr. Dickhaus asked what would be the practicality of this suggestion. The Corps has a plan in place and there is protocol in place on what will happen. Mr. Chatry stated there is nothing in the federal plan that would lessen the practicability of this suggestion.

Mr. Baudier stated from the OLB's perspective, funds are not available to raise the bridges. Funds are available to provide protection by sealing the bridges.

Mr. Boissiere asked for the budget of raising the bridges. Mr. Holtgreve stated three of the bridges would have floodgates. The other bridges would be floodproofed. Mr. Baudier stated the cost of installing floodgates and floodproofing the bridges is $2,336,000.

Mr. Boissiere asked if City Emergency Preparedness Agency has been contacted to see how the traffic would be rerouted in case of evacuation. Mr. Boissiere asked if Robert E. Lee traffic would be rerouted to Leon C. Simon. Mr. Baudier stated this is correct. The arteries that would be open would be Mirabeau, Filmore, Leon C. Simon and Gentilly; these bridges would be sealed instead of having floodgates installed.

Mr. Dickhaus asked Dr. Traughber for the cost and budget of the pumping station that would increase the capacity by 1000 cfs and the raising of the bridges. Dr. Traughber estimated that the Gentilly Bridge may cost $5,000,000. Dr. Traughber also estimated the pumping station to cost between $5 and $6 million. He further stated the reason Phase III needs to be raised is because in order to allow the pumping to continue, there is a

backing up in the canals because of the bridges. The money spent in raising in Phase III could be reduced by removal of the bridges. Once Phase II is installed to keep the tidal storms out of the London Avenue Canal, technically, the tidal basin will be turned into internal drainage. Once Phases I and II are completed, the London Avenue Canal will be a drainage conveyance structure and is not an external levee. Dr. Traughber stated this problem should be discussed in more detail.

Mr. Dickhaus asked for a ballpark figure on raising the six bridges. Mr. Dickhaus asked if $5 million is rough estimate. Dr. Traughber stated there would probably be some bridges that would cost between $2 and $4 million. The total estimate would be $25 million.

Mr. Dickhaus stated we have a motion and a second to the motion. Mr. Dickhaus asked for a vote on moving ahead expeditiously on Phase I. Commissioners Dickhaus, Maloney, Medo, Ramelli, Ross and Boissiere voted in favor of the motion.

Mr. Chatry stated Phase III involves the Orleans Avenue Canal. The decision has been made to provide protection by a parallel levee by raising the levee system along the canal. The problem is in expediting this contract. The first step is to have the Corps of Engineers perform the first contract using the money they would have used to build the butterfly valve at the mouth of the canal. Mr. Chatry stated he received a letter indicating the Corps is in agreement to do this and will be in a position to start construction this time next year. Mr. Dickhaus asked if a motion is needed to accept the proposal. Mr. Chatry stated the proposal has not been completely reviewed. Mr. Lansden stated we do not need a motion.

Mr. Medo offered a motion accepting the proposal, conditioned on the fact that we need a motion and that all parties are in agreement following a review of the proposal. The motion seconded by Mr. Ross was approved by Commissioners Dickhaus, Maloney, Medo, Ross and Boissiere.

Mr. Chatry stated there is one possible stumbling block on the Orleans Canal. This involves the land that goes through City Park. Mr. Dickhaus stated we would have to appropriate, expropriate, or negotiate the land with the City Park Board. Mr. Chatry stated originally there was to be a wall constructed through the reach. As a result of numerous meetings with the residents in the area, it was determined they favored the building of a levee instead of a wall. The levee would cause the destruction of large trees. An arrangement needs to be formalized with the City Park Board. Mr. Dickhaus stated the people on the east side would like the earthen embankment; the people on the west side by the 17th Street Canal would like the floodwall to preserve the trees. Mr. Ross stated he respects the wishes of the community, but our objective is to provide the best for the city. Mr. Ross asked what is best for the people. Mr. Chatry stated with regard to providing protection, either choice would be equally effective; both provide the same level of protection. Mr. Ross asked how many trees would be to removed. Mr. Baudier stated 130 trees and two electric vaults would be have to relocated. Mr. Ross asked if the I-wall was built, would land still have to be appropriated. Mr. Baudier stated the impact of acquiring the land would be less and the trees would be saved. Mr. Chatry stated there was a general feeling that the project could be moved ahead more expeditiously if the desires of the neighborhood were followed. Mr. Baudier referred to his drawing in which the earthern levee is marked in red and the I-wall is marked in green. Mr. Ross asked Mr. Chatry if,

environmentally, this can be accomplished. Mr. Chatry stated he does not see anyone bringing a suit challenging the environmental impact statement on the basis of the trees. It is obviously in agreement with the wishes of the neighborhood, so there would be less opposition than going against their wishes.

Dr. Traughber stated Mr. Ross' comments are well taken. He further stated you must do what is best for the citizens. The citizens must understand that if we do not make progress of flood protection before a catastrophic flood, FEMA will sue the agencies for the monies expended in flood claims because these agencies did not a good effort to provide flood protection. The Board must show that they are working fast in providing a solution.

Mr. Dickhaus asked Dr. Traughber which solution is the best. Dr. Traughber stated the one that moves the fastest. Mr. Ramelli asked which one moves the fastest. Mr. Chatry stated it is a matter of opinion, but the consensus is the earthen embankment.

Mr. Boissiere asked if the earthen levee is the best choice and the one recommended by the consultants. Mr. Chatry stated either option will protect the area, but the earthen levee will be quicker to implement. Mr. Medo stated this involves the area between Robert E. Lee and Lakeshore Drive. Mr. Ross asked Mr. Baudier if he is agreement with the recommendation. Mr. Baudier replied yes.

Mr. Ross stated since we have heard from the experts on the flood protection between Robert E. Lee and Lakeshore Drive, he offered a motion that we follow their advice and move ahead with the earthen levee in an expeditious manner. The motion seconded by Mr. Medo was approved by Commissioners Dickhaus, Maloney, Medo, Ross, Ramelli, and Boissiere.

Mr. Chatry stated Phase II involves the butterfly valves at the mouth of the London Avenue canal. Mr. Ross recommend that he would like to recommend, in view of the materials presented, that we do not consider this phase at this time and discuss it later. Mr. Chatry stated there are people in the audience who are prepared to respond to questions the Board may have. Mr. Ross asked Mr. Baudier to help him convince the Board they should not go ahead with Phase II at this time. Mr. Baudier stated the Corps of Engineers is present to discuss Phase II. Mr. Medo asked that Phase II be discussed. Mr. Ross stated he was not aware that other agencies were present and suggested we discuss the item.

Mr. Vann Stutts of the Engineering Division of the Corps of Engineers stated for the last 12 years he has coordinate the advance design of the Lake Pontchartrain project. Mr. Stutts stated he would like to discuss has occurred to this point.

Mr. Stutts some stated time ago several members of the Board were brought to view a model structure of the butterfly valve. Different locations for locating the structure were discussed. Since that time, the model study has been completed and the Corps' recommendation is "location 3" shown on the map. Subsequently, a request has been received to review a more southerly location, an area between Leon C. Simon and Robert E. Lee Boulevard. Since this was the only requested location, preliminary cost estimates were only developed for this site. To move the structure to this location, any additional cost would be borne 100% by the Board. The construction cost for location 3 proposed by the Corps is $10.6 million. If the location was moved between Leon C. Simon and Robert E. Lee bridges, the cost

is estimated at $18.1 million. These costs include construction and contingencies, but do not allow for additional engineering and design. Additional engineering fees would be required for a new model study of the channel flow to account for the restricted flow through Leon C. Simon and Robert E. Lee bridges. It is estimated that the elevation of these two bridges would have to raised approximately eight feet.

The structure is designed to respond to the movement of flow. If the tidal surge in the lake rises, the gates will move the water into the canal. If the capability of pumping exists, and the water on the inside becomes higher than the lake, the gates will automatically open. The gates are self-activating and can be manually operated. The gates will also allow S&WB to pump to the maximum extent possible. The gates will only stand 3 to 4 feet above the levee.

Mr. Dickhaus stated the gates will close with the variance in water levels. Mr. Dickhaus asked how long would the gates be tested. Mr. Stutts stated the gates would be tested by manual operation probably twice a year. An inspection manual would be prepared. Mr. Ramelli asked if gates such as these are now in operation. Mr. Stutts stated gates with this type of shape have not been placed in operation. Mr. Stutts stated the Corps is 100% convinced that the gates can be put in operation at this location. A model study has been completed and tested. Mr. Dickhaus asked if any butterfly gates are in existence. Mr. Stutts stated butterfly gates are in existence, but not the self-activating type. Butterfly gates are used in sewage treatment facilities. Mr. Dickhaus asked if the gates are of the size proposed. Mr. Stutts stated there are no gates as large as these.

Mr. Dickhaus asked for the pluses and minuses of butterfly gates. Mr. Stutts stated in this particular instance the gates satisfy the requirement that it does not take a conscious decision to close the gates when the lake elevation reaches a level 6. Most conventional type gates require some operating time and this cannot be done when the storm has reached its' height or when the winds are too excessive. These gates can operate during these types of conditions. The structure that supports the vertical lift gate is above the super structure. The butterfly gate is the most practical and less costly than other gates. Mr. Dickhaus asked for any negative sides of the gate. Mr. Stutts stated he is not aware of any. He added that one negative could possibly be the fact that there are no prototypes.

Mr. Medo asked what the valve would look like. Mr. Stutts showed an artist's drawing. He stated that if you looked at it from the top, it would resemble a boomerang.

Mr. Stutts stated there are two additional documents to prepare. This includes a detail design memorandum and the plans and specification. This would take two to three years. Mr. Dickhaus stated it would take five to six years to have this in place.

Mr. Medo asked what would it look like structure-wise. Mr. Stutts stated it will not be a massive, opposing structure. The top of the levee of the area where the structure has been proposed is at elevation 14.5. The top of the structure is at elevation 17. It will not be that visible from the street. A conventional type structure would be much higher.

Mr. Stutts stated to fully develop the location at Leon C. Simon would set the Corps back 2.5 years. Mr. Stutts

added this would affect the design process. The general design memorandum has been completed and has been approved at the Washington level. To develop other location would call for supplementing the approved document and would require additional soil boring which would have to be analyzed. The structure would then have to be redesigned as well as the bridge. Another model study would also have to be done. The shape of the channel and the entrance and exit conditions need to be appropriate to distribute the flow.

Mr. Lansden stated much has been said about the cost of the location and the degree of protection. The overall idea of parallel protection throughout the entire canal is resolved. Mr. Lansden asked Mr. Stutts to explain the relative risks on having the protection close to the Lakefront, closer to the tidal lake as compared to having miles of parallel protection down the canal into the inner city. Mr. Stutts stated the Corps did look parallel protection all the way to the pumping station and the cost involved. The tidal surge is a gradual rise. The estimated cost for parallel protection was between $43 and $50 million and the cost could go up depending on the solution at each of the bridges. The design looked at was for 300 years. Either plan would serve the purpose of protection, but the butterfly valve is 3 to 1 factor cheaper. During parallel protection, bridges would have to be closed for three years and the neighborhood would be impacted.

Mr. Boissiere asked how the butterfly gate gives a 300 year protection. Mr. Stutts stated when the surge rises in the lake, the gate responds and closes. The lake level would rise but would allow the water to flow into the canal. If the OLB chooses to take action behind the structure, it would represent a better investment of the public's money to achieve the maximum of benefits. The model study included wave action. The proposed location is isolated from wave action.

Mr. Ramelli asked about the water coming through the canals. Mr. Stutts stated when the gates close and the city is able to pump when the water get higher, the gates will open and allow the water to flow. If the city continues to pump and the water keeps rising, the city will have to stop pumping or the water will go over the levee. The pumps are old and are low lift.

Mr. Dickhaus asked if the S&WB has done a theoretical model on ponding. Mr. Stutts stated the Corps has done studies on ponding since the Corps does the flood insurance studies for New Orleans.

Mr. Boissiere asked if the entire lakefront is protected for a 300 year storm. Mr. Stutts stated once the project for the outfall canals has been completed, the entire lakefront will be protected.

Mr. Baudier thanked the Corps for looking at Leon C. Simon. He stated he has thought for some time that the location could be moved and would be less obtrusive to the neighborhood. He further stated he has not been afforded the opportunity to look at the exact design location for the area Mr. Stutts gave the estimate on. Mr. Baudier stated he spoke to Mr. Stutts yesterday and the cost for Leon C. Simon was in the range of $6.6 to $8.1 million. DEI would like to look at the assumptions. Mr. Baudier stated the Board will have to spend money on the Leon C. Simon bridge as well as money between the bridge and the structure. Those funds are a reduction in the actual expenditure of the project.

Mr. Baudier stated he would like to discuss what he sees in the project, what is important in the overall scope of the project, not just the butterfly valves, but the approach to the project and why he is concerned. The idea of providing frontal protection using federal matching funds is based upon savings in the cost of construction of the parallel protection plan versus the lower cost of providing frontal protection. The Corps of Engineers has devised a method to change the canal. The affect places 100% of the burden of the construction of the parallel protection on the local interest, the OLB. The OLB must spend $33 million over and above the OLB's share to implement this project or the Board can say it does not want to raise the levees south of the structure. Mr. Baudier stated this is one of the major problems he has with this project. The Corps of Engineers and the federal government do not share equally in the Board's cost for the area south of the structure. This is not an engineering flaw, but a congressional flaw. Mr. Dickhaus stated the Corps has a congressional mandate for flood protection. S&WB has mandate for drainage protection. Mr. Baudier stated the Corps has done a very good job in developing a system that addresses their least cost project when congressional mandates are considered. The mandates do not go far enough to review the problems the local interests have. Another problem is in the design memorandum, presented to Congress, which says the local cost shared interest. It does not address what you are spending. It says you will spend $15.1 million for the total cost of the project. Mr. Baudier stated this is not true, since the total cost of the project is $50 million. He explained that Phases I and II are $33 million and Phase II is $17 million. The memorandum states that your share is $5 million. Mr. Baudier further stated the cost comes to $38 million ($33 million plus the $5 million). The Corps' explanation is that they have examined the project and the least costly frontal protection project cost $15 million and the parallel protection cost $48 million. Therefore, the Corps has chosen to build this project. In accepting this project, the Board must insist and demand that the Corps incorporate the Board's real cost of the project.

Mr. Baudier stated since the Corps is steadfast in its determination to make sure that this is the frontal protection project that will be built, it is the least costly plan. Mr. Baudier stated he would like to look at what could be done at other locations. If it is found that the other locations are not feasible, he will return to the Board and state the facts.

Mr. Baudier stated the Corps' general design memorandum states they must build a larger scale model to determine the capability of the valve structure. The Corps' next step is to do a detailed designed memorandum. At this point, this is an engineering theory; this project has never been built anywhere or used for this particular purpose.

Mr. Stutts stated the Corps has completed the second phase model study and the results will be incorporated into the design information. Mr. Stutts he would like to reiterate that the Corps is 100% sure this structure will work for this location. Mr. Chatry asked Mr. Stutts to verify that the second model study was to generate information needed for structural design rather than to verify that the gates would function. Mr. Stutts said this is correct. Mr. Baudier stated he has not been furnished this information.

Mr. Boissiere asked Mr. Baudier what other sites would be considered. Mr. Baudier stated if the structure could be placed in the vicinity of another structure rather than creating a new structure in the canal, and incorporate it in the

bridge structure. The Corps said this would cost $6 to $8 million more, but the Board's cost could then be removed, and the project would then cost only $4 to $5 million more. The project would then be in the range of $20 million versus $15 million and a total project of $55 million rather than parallel protection of $8 million. Mr. Boissiere asked if the Leon C. Simon bridge were higher, then money would not have to be spent to seal it. Mr. Baudier stated this is correct. Mr. Boissiere stated if the valve were incorporated under the bridge, it would reduce the cost of sealing the bridge, and the savings could then be used for construction of the new bridge.

Mr. Boissiere stated the volume of water is the same. Mr. Baudier replied that if the water on the lake side is higher than the water on the land side, the structure closes to keep the water out. When that occurs, water cannot be pumped out. Mr. Stutts has said this occurs when the drainage capacity of the pumping station is less than the rising tide of Lake Pontchartrain. Mr. Boissiere asked for the S&WB's time table. Mr. Baudier stated he does not know their schedule.

Mr. Cecil Soileau, Chief of the Corps Hydrology Section, stated this gate will open when pumping begins. As pumping begins and even though the Lake has caused the gate to close, the gate will swing open as the water comes up in the outfall canal. Once the level in the canal has been raised, the gate will open. Mr. Dickhaus asked if the age of the pump has a bearing on the affect of a pump along a closed gate. Mr. Stutts stated the Burk report shows a set of curves of reduced capacity of pumping stations 3 and 4. As the outside stage goes higher, the ability to pump to overcome the head (the difference between the inside and outside), the pumps will come on. The S&WB told the Corps that under their 15 year program, a 1000 cfs will be added to the canal and there are no plans to replace the antiquated stations.

Mr. Baudier stated it is essential that there are some elements in the design memorandum, once accepted by the OLB, that must be incorporated into the memorandum. First, the total cost of the project to the local entity for purposes of obtaining money. Second, another location be looked at. Third, the Board should proceed with Phase III in spring 1991. This involves the raising of the walls.

Mr. Lansden asked Mr. Baudier to elaborate on the benefits of other locations. Mr. Baudier stated another location is essential for a number of reasons. The proposed location could be improved upon. A new location would have less community impact, less intrusive than presently proposed. The scale is not compatible to the area.

Mr. Ross asked Mr. Baudier how much time would be needed to look at the options. Mr. Baudier estimated 90 days to 6 months.

Mr. Stutts stated the Corps's view is that any movement would be a betterment. At the Orleans Canal, the Corps will fund a portion of the construction up to the federal limit. Any additional cost will be 100% of the Board's cost. In this case, the Corps' cost is $15 million for the Corps' proposed location. Additional monies to move the location will have to be borne by the OLB.

Mr. Baudier suggested we may be able to come to a closer consensus in a short period of time. Since the Board

Meeting is on August 15, Mr. Chatry recommended a meeting of interested parties within the next two week to try and reach an agreement. Mr. Dickhaus asked that a meeting be set up for the whole day and that it begin in the morning. Mr. Dickhaus also asked that S&WB be present. Mr. Maloney suggested the property owners associations be present. Mr. Medo stated the purpose of the meeting is to try and come to a consensus by the Board Meeting.

Mr. Baudier asked if everyone is in agreement on Phases I and III. Mr. Dickhaus stated yes.

Mr. Ross stated he has a lot of respect for the Corps and a lot of respect for any consultant the Board hires. Mr. Ross offered a motion that we have a meeting with the Corps of Engineers, the S&WB and other interested parties at the meeting. The motion seconded by Mr. Medo was approved by Commissioners Dickhaus, Maloney, Medo, Ross, Ramelli and Boissiere.

Mr. Dickhaus asked Mr. Chatry to set up the meeting and contact all Commissioners. Mr. Medo suggested a public meeting be held.

E. 17th Street Canal

Mr. Clinton Lee, a resident in the 6200 block of Bellaire Drive, stated he knows there is a plan to deepen and widen the canal. One foot of the levee has been knocked down and an eight foot "Berlin" wall has been put up. Mr. Lee asked if the levee is going to be raised.

Mr. Chatry stated the approved protection will be a new floodwall and the old floodwall will be destroyed. The new wall will be approximately 5 feet higher than the old one. The new floodwall will eventually be capped with a concrete cap.

Mr. Lee suggested the levee be made higher. Dr. Traughber stated the soil conditions in the area will not support the mound of dirt needed to raise the levee.

There being no further items for discussion, the meeting was adjourned at 4:40 p.m.

Minutes of
The Marina Committee Meeting
held on July 31, 1990
in the Board Room 2nd Floor
New Orleans Lakefront Airport

PRESENT: The Honorable Robert S. Maloney, Sr. Commissioner
The Honorable Janet Vincent, Commissioner
The Honorable Jerome P. Dickhaus, Commissioner
The Honorable Steven O. Medo, President

FURTHERMORE PRESENT:

Mr. Richard McGinity, General Counsel
Mr. Walter J. Boasso, Gulf States Yacht Sales
Mr. Robert E. Showalter, Gulf States Yacht Sales
Mr. Edmond Pepper, Pepper & Associates
Mr. Ted Field, OLB
Mr. Frank Mineo, OLB
Mr. Bob Segari, Hibernia National Bank
Mr. Grady Patterson, OLB
Mr. Richard Leyer, Orleans Marina
Ms. Stephanie Carey, South Shore Harbor
Mr. Roy C. Stoddard, South Shore Harbor
Ms. Elizabeth Augustin, South Shore Harbor
Mr. Bill Sickinger, OLB
Mr. Glenn Ortego, OLB
Mr. Kerry DeCay, United Negro College Fund
Ms. Susan Mintz, Lake Pontchartrain Basin Found.
Mr. Don Brannon, Gulf States Yacht Sales

A. **Discussion of leasing space in the South Shore Harbor Harbormaster building to Gulf States Yacht Sales, Inc.**

Mr. Stoddard explained that Mr. Matt Condon, Emerald Seas Yacht Sales, who had been leasing space in the Harbor Master Building, has decided he wants to get out of the yacht brokerage business and terminate his lease. He said Mr. Walter Boasso, of Gulf States Yacht Sales, has expressed his desire to lease the space at the same rate Emerald Seas Yacht Sales was paying. Mr. Stoddard said he contacted Mr. Al Pappalardo, who suggested that maybe we should "test the waters" to determine if the market would be willing to pay more for the property. Mr. Stoddard told him the lease would only be for one year with option to renew upon mutual agreement of both parties with rental rate at the going market. Mr. Stoddard also discussed this matter with Mr. McGinity.

Commissioner Maloney said he understands that Mr. Boasso has occupied the space already. He asked Mr. McGinity to comment on this.

Mr. McGinity said the Board is permitted under law to replace one tenant with another provided that monetary consideration is at least equal to the previous tenants. He said under the present circumstances he believes that Gulf States Yacht Sales can occupy the space until the matter gets full Board approval.

Mr. Lansden said he understands that Gulf States Yacht Sales has not had any experience in the yacht brokerage business. He said he would like to see some indication as to if the employees and manager have experience in yacht sales. Mr. Lansden added that as usual, a financial statement should be provided.

Mr. Boasso told the Committee that he is the Chief Executive of the Boasso American Corporation. He explained he currently operates six transportation related companies in the New Orleans area. He said he also has businesses on the Coast of Louisiana and Florida. He said Gulf States Yacht Sales employs three former employees of Emerald Seas Yacht Sales who are proficient in the yacht brokerage business. Mr. Boasso said he has a very financially stable company, and has the expertise and employees needed to operate the business and also to increase its growth.

Commissioner Maloney asked who was financially responsible for the lease.

Mr. Boasso answered he was.

Mr. Boasso said that the Boasso Corporation also owns Gulf States Marine, Gulf States Marine Terminal, Gulf States Cartage, and Boasso International, which are some of the companies that he operates in Louisiana.

Mr. Dickhaus asked if Mr. Boasso was from St. Bernard Parish.

Mr. Boasso answered yes.

Mr. Stoddard said he has checked out the financial references that Mr. Boasso had given him, but he has not yet received a financial statement. Mr. Stoddard said a financial statement will be submitted.

Commissioner Vincent asked if this is the only company that has voiced any interest in the renting of that space.

Mr. Stoddard said there was only one other company that he knew was interested in leasing space in the Harbor Master Building and he called them and they said they were not interested at this time.

Mr. Lansden asked if the space was advertised only through word-of-mouth.

Mr. Stoddard answered yes.

Commissioner Vincent asked if the Board shouldn't advertise the space.

Mr. Stoddard said he did not think the Board will gain anything by advertising at this time.

Commissioner Vincent said there could be some minority companies waiting to rent the space. She said there could also be a national company interested in leasing the space.

Commissioner Maloney said the lease with Gulf States Yacht Sales will only be a one year lease with additional renewal options for both parties. He said if there is a demand for the space after the first year, the rental rate will be increased. He recommended that after the first nine months of Mr. Boasso's lease the Board may take its option and advertise the space. Commissioner Maloney said he understands that the agreement with Gulf States Yacht Sales was done quickly with Emerald Seas Yacht Sales going out of business, it would be a hardship to Mr. Boasso if the matter was put off two or three months.

Commissioner Vincent said since the Board will be able to advertise the space in nine months, as per the lease, she will agree to leasing the space to Gulf States Yacht Sales at this time.

Mr. Boasso said that he is basically assuming Emerald Seas listings. He has employees operating the business now, and it would cause a hardship if he had to put the business on hold while the Board advertised the space. He said he thinks the business will be very successful. Mr. Boasso said he believes the business will compliment South Shore Harbor. He said that the Levee Board will not have any problems. He said his company is in very good standing with several banks in New Orleans and is financially sound.

Mr. McGinity asked who was the majority stockholder with Gulf States Yacht Sales.

Mr. Boasso answered that he is.

Commissioner Vincent suggested that the Board enter into a lease with Gulf States Yacht Sales for a period of one year, and after nine months the Board advertise the space for rent.

Commissioner Ross said he hates to handicap Mr. Boasso in his efforts to start his business by not assuring him of a lease next year. He said he would hate to see the business fail with this type of handicap.

Commissioner Ross said he would have liked to see a minority or a woman lease the space, but Mr. Boasso took the initiative on leasing the space and he has not heard anything derogatory about Mr. Boasso. Commissioner Ross said he does not think anyone else will pay the rental recommended by the Board. He said he does not think he should get more than a one year lease with an option. He said he does not see anything wrong with giving Mr. Boasso a one year lease with a three (3) year option, and if he does not work out in one year then there are several options the Board will have.

Commissioner Maloney said the recommendation is for a one year lease with an option. He said at the end of nine months of the lease the Board has the right to advertise the space. He said this does not mean that the Board would not renegotiate the lease with Mr. Boasso. He said the Board thinks it is a good deal now, but we do not know if it will be within a year. He said there will be a good possibility that the Yacht Club, which is directly adjacent to the space in question may come with an offer to expand and may be willing to pay more money. In addition there are two other spaces that may be come available. He said he does not think that the Board's hands should be tied by committing to a longer lease.

Commissioner Ross said to Mr. Boasso that he has been on the Board for a long time, and he has never seen the Levee Board execute an option against the Lessee as long as the Lessee performs.

Mr. Boasso said after nine months he can decide whether or not he will continue in the yacht brokerage business. He said it is a serious financial commitment on his part. Mr. Boasso told the committee that, last year he was selected Entrepreneur of the Year in the State of Louisiana, and this year he received the Mark award. Mr. Boasso said he is very serious about the business and he feels it has a lot of potential.

Mr. Dickhaus asked if Mr. Pappalardo has reviewed this.

Mr. Stoddard said he has spoken with Mr. Pappalardo concerning the lease.

Mr. Dickhaus then asked if Mr. Pappalardo has agreed that this was a fair lease as per rental per square foot.

Mr. Stoddard answered that Mr. Pappalardo was contacted and he suggested that maybe this is a good time to test the market, and see if the $6.00 or $7.00 per square foot is correct. Mr. Stoddard said he told Mr. Pappalardo the lease will be for one year rental $6.00 per square foot.

Commissioner Dickhaus said he has had experience with Mr. Boasso and although he does not want to wash dirty laundry in public it has not been pleasant. He said, however, that he is in full support of Mr. Boasso's proposal at this time.

Commissioner Maloney said he wants the Board to understand that the lease with Gulf States Yacht Sales will be for one year with the option to renew for three (3) years. He recommended that the matter go before the Full Board which meets August 15th for approval. Commissioner Maloney asked Mr. Boasso to submit a financial statement prior to the Board Meeting.

Commissioner Dickhaus seconded the recommendation.

B. **Update on operations/projects re Orleans Marina and South Shore Harbor.**

Mr. Stoddard said construction of the Marina Center seems to be getting further and further behind schedule. He said he believes the General Counsel, Mr. McGinity and Mr. Chatry have discussed calling in a Bonding Company.

Mr. McGinity said he called the architect, Mr. Hopkins, to inquire about the status with the Bonding Company. He said several months ago Mr. Hopkins sent notice to the Bonding Company and has been sending periodic reports to them. He said he fails to see the difficulty in establishing the price that this Contractor has cost the Levee Board, and he related this to Mr. Hopkins. Mr. McGinity said they had a rather heated discussion on the matter. He said he understands that Mr. Hopkins met with Mr. Chatry this morning.

Mr. Chatry said he did meet with Mr. Hopkins this morning and talked about the extra expenses that the Board has incurred as a result of the contract being put into two pieces instead of one, and also the additional costs that occurred through Hopkins for more intensive inspection and supervision that was envisioned in the original contract. The total comes to about $33,000.

Mr. McGinity asked if this is what Mr. Chatry believes is close to what the claim would be against the Bonding Company.

Mr. Chatry answered he assumes that we would ask the Bonding Company to complete the job. That would cost considerably more than $33,000.00

Mr. McGinity said the Board is only committed to Phase I of the job. The Bonding Company has nothing to do with Phase II.

Mr. Chatry said he is not talking about Phase II, he is talking about Phase I. He said he understands that we will call in the Bonding Company to finish the job.

Mr. McGinity then asked if Mr. Hopkins has been advised of this.

Mr. Chatry said he has told Mr. Hopkins about this.

Mr. Kelly Brian of Hopkins Company, said he will speak to Mr. Hopkins and advise him that the Board intends to call the Bonding company and ask them to take appropriate action.

Commissioner Maloney said he was under the impression that the Board was waiting on Mr. Hopkins because he had a problem with notifying the Bonding Company.

Mr. McGinity said Mr. Hopkins, as the Board's consultant has been in touch with the Bonding Company and has put them on notice. He has also advised them and sent them periodic reports. He said Mr. Hopkins should notify the Bonding Company of the Board's intent to make a claim for any money that has been expended. Mr. McGinity said he has asked him to figure this out. He said if this ever comes to legal action the Board will have to get involved. He said he has to notify the Bonding Company as an update on his report that we plan to make a claim for a certain amount of dollars as a result of this. Mr. McGinity said Mr. Hopkins is hesitant to declare the contractor irresponsible. He added he does not know why in view of what has happened. He said it is Mr. Hopkins responsibility, as consultant, to inform the bonding company the contractor is incompetent, he has not done the work, and he does not have the expertise to finish the job, and therefore the Bonding Company should finish the job. Mr. Hopkins advised him that he would have to check his contract before doing this.

Commissioner Maloney said he would like to request that Mr. Hopkins be at the Board meeting later this month. Then Commissioner Maloney asked if the contractor was still on the job.

Mr. Stoddard answered he is still there.

Commissioner Maloney said that a representative of the Bonding Company should be requested to be at the next Board meeting.

Commissioner Ross said the same problem existed with the contractor of Phase I of the garage at Moisant Airport. He said eventually the bonding company did want to take over the job because in the long run it was going to cost them a lot more money, because they knew the contractor was not going to finish the job. Commissioner Ross said he thinks if this matter is going to be discussed, then all the people involved should be invited to let the contractor know what he is going to be exposed to, and to let the Bonding Company know what they are going to be exposed to. He said that he thinks that the Board should demand that the Bonding Company take over the job.

Commissioner Maloney said the Levee Board makes payments to a third party company that the Bonding Company appointed on behalf of the contractor

Commissioner Ross said most likely the bonding company will change contractors once they are ready to take over the job.

Mr. Stoddard said that there isn't much going on with the Marina Center. He said he thinks that the working public is aware of the problems that exist, and that new sub-contractors are very reluctant to undertake any work there because they do not think they are going to get paid to do the job. Mr. Stoddard said they finally got the brick layers to came back after two or three weeks, and

they will take another two or three weeks to correct their mistakes. Mr. Stoddard said the tile is down on the floor and many sections will have to be pulled up and redone. He said everything has to be done two or three times. He then asked in Mr. Brian's professional opinion can the contractor finish the job.

Mr. Brian answered it will probably take two more months before he finishes.

Mr. McGinity said if the expert (in this case Mr. Hopkins) says in his professional opinion that the contractor is incompetent and should be put off the job, it may be a legal question, but Mr. Hopkins will not commit himself.

Commissioner Maloney asked that Mr. Hopkins, the Bonding company and the contractor come to the next Board Meeting. He said in the meantime the Board has to do something; the work is still being done with subcontractors, and has to be redone two or three times to get it right. Mr. Hopkins has to step in and stop this. Commissioner Maloney said we are paying an inspector; why doesn't he stop the job when it is being performed incorrectly in the first place?

Mr. Brian said he was out on the point today and it was the first time he'd seen the problems with the tile. He said the last visit he made the tiling had not begun. He said the contractor was told immediately when he noticed the problem.

Commissioner Maloney asked how many inspection visits the Board is paying for now.

Mr. Chatry answered we have asked Mr. Hopkins to cease all inspections as of last Friday.

Mr. Brian said he have a letter to inspect two hours every two weeks.

Mr. Chatry said there has been a subsequent letter to that to cease all inspections.

Ms. Vincent asked why the Board is ceasing all inspections when they are still pointing out problems to the contractor.

Mr. Chatry said there is not enough work going on to warrant paying all the money for inspections. He said we have our resident inspector on the job.

Ms. Vincent asked if the resident inspector noticed the problem with the tile.

Mr. Chatry answered he did not know, and that he could not answer this question.

Ms. Vincent said this is something that we should find out, because if we had someone on the job site and the tile is being laid incorrectly why did't we find out about it. She then asked Mr. Chatry to get an answer on this by the next meeting.

Commissioner Ross then asked if we hold a certain percentage of the contract until final completion and acceptance.

Mr. Chatry answered 10 percent of the contract price.

Commissioner Ross estimated about $60,000.

Mr. McGinity said the Board got into a trick bag whereby if they withheld payments from the contractor they would close him down. He said the retainage is not enough to cover the damages.

Commissioner Ross said but the Board is to retain $60,000 for 45 days after acceptance and completion of his contract.

Mr. Chatry corrected the total $47,000 which is 10 percent of the cost.

Commissioner Ross then asked if he is right that the contractor will not get that $47,000 until after 45 days from completion and acceptance.

Mr. Chatry said this is correct.

Mr. McGinity said he heard at the last meeting something about a $175,000 overrun the Board has incurred on this project.

Mr. Chatry interrupted saying no this is the additional money needed for Phase II of the project.

Mr. McGinity then asked if this had anything to do with the contractors performance.

Mr. Chatry said part of the problem is the additional inspections which are causing the Board to spend more money than they otherwise would have. Mr. Chatry explained that the $33,000 is monies we paid out in addition to what we should have paid out for a reasonable job.

Mr. McGinity said more has to be added to the $33,000 that was paid in inspection fees. Mr. McGinity then said the $47,000 may not be enough.

Mr. Chatry agreed.

Commissioner Maloney asked Mr. Stoddard to set up a meeting the latter part of this week or early next week, to include him along with Mr. Hopkins, the Bonding Company, the General Counsel, Mr. Lansden, and yourself to decide upon a recommendation to bring before the next Board meeting.

Commissioner Ross said there is no doubt in his mind that this will be finalized with a law suit by someone. He said he wants to make sure that all necessary steps are being taken with the Bonding Company, because he does not want the company to say we saw the problem and did not alert them.

Mr. Stoddard said the job has been very well documented.

Commissioner Maloney said Mr. Hopkins has to take a stand, this is what we are paying him for; he has to make a decision. He asked Mr. Stoddard to set up a meeting as soon as possible with the bonding company and everyone involved.
Commissioner Maloney asked Captain Stoddard if he had any other business to bring before the Committee.

Mr. Stoddard said the proposal has finally come in from Mr. Moses, and are going to try to set up a meeting with him this Thursday.

Commissioner Maloney asked if this was to prepare for the proposals that have to go out to begin work at the Orleans Marina. He then asked if we are on schedule with the project and budget.

Mr. Mineo answered he will not know until he receives the preliminary cost estimate and the design memorandum.

Commissioner Maloney asked if he will have this information for the next Committee Meeting.

Mr. Stoddard answered yes. Mr. Stoddard went on to report the totals of the slips leased at South Shore Harbor. He said there are 81 people on the waiting list for 30 foot slips. Mr. Stoddard said there are 198 slips and only 190 are filled.
He said it takes about a week after notifying someone that the slip is available to get the paper work completed. He said at the present time there are 364 tenants at South Shore Harbor including six that are in the covered slips. Mr. Stoddard said percentage wise this is about 83%. There are about 8 slips that are designated as transient slips. He said the 50,60, and 80 foot slips will take a while to become filled. He said he has been in negotiations with an individual who is building a 155 foot motor yacht in Morgan City, and he is looking to dock his boat at South Shore Harbor. He said the only place to put this size boat is on the east wall.

Commissioner Ross asked if there is a way to convert 60 foot slips into to 30 foot slips.

Mr. Pepper answered the way the slips are configured it would be difficult and costly to convert a 60 foot into two 30 foot slips because of the beam of the boats. He said if you cut a 60 foot slip in half you do not get two thirty foot slips. The beam on a 60 foot slip is about 20 feet. He said you probably could get two canoes in there but that is all.

Commissioner Ross said he was only trying to satisfy the waiting list for 30 foot slips. He said there are eighteen 80 foot slips, and twenty 60 foot slips with five boats in both size slips.

Commissioner Dickhaus asked when there is someone on the waiting list for the 30 foot slip and there are other size slips available, are some of these people put into the larger slips just to get revenue out of the slips.

Mr. Stoddard answered if they want to do this they have to pay the going rate on that slip.

Commissioner Dickhaus asked if they are willing to do that.

Mr. Stoddard answered yes, if they want it they will pay that higher rate.

Mr. Dickhaus asked what percentage accepts this.

Mr. Stoddard about 40 to 50 percent.

Mr. Dickhaus asked if the harbor will acquire additional revenue by giving out the larger slips at a 30 foot rate.

Mr. Stoddard said we were doing this, then we got to the critical point where someone may come in needing a 40 foot slip then there would not be any available.

Commissioner Maloney asked how many 40 foot slips are available right now.

Mr. Stoddard answered there are thirty 40 foot slips available.

Commissioner Dickhaus asked why not leave a few available for that contingency.

Mr. Stoddard said this is what we were doing, but he did not want to get himself in the trick bag of not having a 40' when needed.

Commissioner Maloney asked Mr. Stoddard to look into this matter.

Mr. Medo also asked Mr. Stoddard to look into the matter. He said it is better to get some revenue rather than turn it down. He said he thinks a lot of Lessees will take the position knowing that they have a month to month lease and they can be asked to move at the end of the month.

Mr. Stoddard replied we have people in the 40 foot slips, paying the 40 foot rates waiting for a 30' slip, and now you are going to bring someone else in and charge them the 30 foot rate; it could become a problem for us.

Mr. Medo said you will have to make a study of it.

Commissioner Maloney also recommended Mr. Stoddard to make a study of it and bring it to the next Marina Committee Meeting.

There being no further items for discussion, the meeting was adjourned at 12:30 P.M.

REPORT OF

REAL ESTATE COMMITTEE MEETING

HELD ON July 31, 1990

A. Discussion of Lease with Dennis L. and William A. Good, New Basin Canal:

The Committee requested Mr. Pappalardo to inspect and evaluate the premises both on the east and the west side of the New Basin Canal, and to report his findings to the full Board at its meeting on August 15, 1990.

Minutes of
Real Estate Committee Meeting
held on July 31, 1990, at 4:45 p.m.,
in the Board Room, Second Floor,
Administration Building,
New Orleans Lakefront Airport

PRESENT: The Honorable Steven O. Medo, Jr., President,
The Honorable John H. Ross, Vice President,
The Honorable Lambert C. Boissiere, Jr., Chairman,
The Honorable Jerome P. Dickhaus, Commissioner,
The Honorable Robert S. Maloney, Commissioner,
The Honorable Robert C. Ramelli, Commissioner

NOT PRESENT: The Honorable James E. Smith, Jr., Commissioner*,
The Honorable Janet Vincent, Commissioner*

(* not a member of this Committee)

FURTHERMORE PRESENT:
Mr. H. B. Lansden, Orleans Levee Board Director,
Mr. Frederic M. Chatry, Chief Engineer,
Mr. Richard J. McGinity, General Counsel,
Mr. John J. Maloney, Director of Aviation,
Mr. Roy C. Stoddard, Marina Manager,
Mr. Frank Mineo, Engineering Department,
Mrs. Charlotte Rivet, President's Office,
Mr. Glenn H. Ortego, Asst. Chief Engineer,
Mr. Max Hearn, Director of Property/Maintenance,
Mr. William M. Sickinger, Safety-Risk Manager,
Mr. Randy Taylor, Asst. Director of Aviation,
Mr. Jean LaPlace, Public Relations,
Mr. A. S. Pappalardo, Real Estate Consultant,
Mr. Walter Baudier, Design Engineering, Inc.,
Mr. Maumus F. Claverie, Attorney at Law,
Mr. Dennis L. Good, Blue Streak Marine, Inc.,,
Mrs. Linda Lobman, Lake Terrace Property Owners Asso.
Mr. Grady Patterson, Finance Department,
Mr. Biff Burk, Burk & Associates

Chairman Boissiere called the meeting to order at 4:50 p.m. and asked for discussion of the first item on the agenda:

A. Discussion of Lease with Dennis L. and William A. Good, New Basin Canal:

Mr. Lansden informed the Committee members present that this matter concerns their leasehold on both sides of the New Basin Canal.

Mr. Claverie, Attorney for Messrs. Good, appeared before the Committee and said that they are here awaiting a decision from the Committee concerning this leasehold.

Mr. Claverie stated that the material submitted for testing after removal of the fuel tank is being held by the testing laboratory. However, he said, he did not know how long the samples taken would be useful. Commissioner Dickhaus assured him that the lab would know how to preserve them properly.

Mr. Claverie continued to say that since the meeting of the Board, they have had a meeting with staff personnel and they were asked to come before this Committee today to present their decision as to whether or not they want to keep their leaseholds on both sides of the canal or abandon the east side. It was mentioned that they may abandon the east side and continue leasing the west side on a month-to-month basis. This was with consideration that this property may be needed for the new development - whatever it will be. Further, it is believed that repair of the east side dock will be too expensive to bring the leasehold up to standard. They have discovered subsequently that the pilings are good, so the repair won't be that expensive for the Good's. Their engineers made some drawings which have been submitted to the Board's engineers who have approved them. Now, Mr. Claverie said, they are prepared to offer to give up the east side property and to keep the west side.

Mr. McGinity interjected that leasing on a month-to-month basis was not subject to that study; there was no agreement on that.

Mr. Claverie said they are proposing to give up the east side so it can be newly developed. Their leasehold on the east side is next to the former Energy Exchange tract, which has already been demolished. The Goods are prepared to keep the west side, so the Board will be deriving its rental from it.

Mr. Boissiere inquired if Mr. Pappalardo has been asked to look into this. Mr. Pappalardo responded, he has not been asked. Mr. Boissiere said he would like for Mr. Pappalardo to study the proposal and asked if Mr. Papplardo could be ready to comment at the next Board meeting. (August 15, 1990.)

Mr. Lansden said he met with Mr. Claverie and Mr. Good about ten (10) days ago. The question was the maintenance of both sides of the canal. It was estimated that about $500,000 would put both sides back into a useable condition. When leaving the meeting, Mr. Good was given until today to give an answer to the question whether or not he wants to maintain and repair the leasehold and keep both sides or to give back the entire leasehold to the Board.

Mr. Claverie said that when breaking up the meeting he suggested that they keep the west side on a month-to-month basis.

Commissioner Ramelli asked who is going to spend the $500,000 to fix up the property.

Mr. Claverie said they thought that would be the approximate amount needed, but it does not look like that now. They presented their engineering report this morning which shows that 52 piles are good and only 6-8 pilings need to be replaced. That means, the cost factor is reduced to approximately anywhere between $3,000 to $10,000 to repair the dock, but it would cost the Board a lot more.

Commissioner Maloney wanted to know if they were proposing to keep the lease at the same rent for the next nine (9) years. It is possible that Schubert may come in with a proposal.

Mr. Claverie said they are reserving the right to remain on the property if the space is continued to be used for yacht sales, they'll keep it.

Mr. Ramelli asked, we get the bad and you keep the good?

Mr. Boissiere recommended once more to have the Board's Real Estate Consultant evaluate and report to the full Board.

Mr. Pappalardo stated he would have to ask some questions. This matter has been a legal matter and an engineering matter until five minutes ago. His first question is whether to alienate a portion of the lease or not, which is still a legal matter and depends upon some costs involved. There is no way, Mr. Pappalardo said, that he can reach a lot of conclusions from a dollar standpoint.

Mr. Boissiere said he wants Mr. Pappalardo involved to determine what the leashold is worth to the Board.

Mr. McGinity said the lease was to be cancelled because they had not done the necessary repair work. Mr. Claverie now wants to what in the legal profession is called "trade a bluejay for a turkey".

Mr. Pappalardo stated that his objection is that the Board has hired qualified architects to come up with a value as to what the property is worth today. So, it may impact upon the master plan if he makes an evaluation.

Mr. Boissiere responded that he would like to know what his legal rights and what his business options are.

Mr. McGinity said the Goods want to keep the west side only, they are not interested in keeping the east side.

Mr. Claverie said that is not entirely true. When they started discussions in November last year, they suggested to give up the east side because the Board had already torn down the former Energy Exchange building and was hoping to be able to annul the Wildlife and Fisheries lease. So, they thought at the time that they would be able to bring the (east side) property up to standards for about $20,000. However, they were told by the Board's Engineers that the repairs would come up to about $200,000. Considering there are only nine (9) years left on the lease, they considered it was not worth their while. Then Mr. Claverie came to a meeting where a TV was set up in the Board Room and a movie was shown showing the dock and areas in need of repair. They then had their engineers looking into it and conferred with the Board's engineers and it was approved that the repair could be accomplished for about $20,000. Then came the matter of the tank removal; they worked in good faith; they had the tank removed, the samples taken and examined, and the hole filled and graded. Just recently more fill was put in and it was covered with plywood. But there is a dangerous situation on the dock and at their expense they put those barricades up so nobody will be falling through a hole in the dock. Then they had this meeting and the discussion and were told it would cost $100,000 to $200,000 to repair the west side, and they were given the option to either give it all up and walk away or to keep it. Subsequently they had their engineers checking the piles, for they thought it could not be all that bad. They confirmed it was not, that only about 6-8 pilings need to be replaced. This now has been approved by the Board's engineers this morning.

Mr. Boissiere asked if the Committee agreed to bring it back before the Board. The Committee members agreed.

Mr. Pappalardo asked if repairs to the east side are considered to be in excess of $10,000 and the tenant does not want to restore that side, is it reasonable to assume that the Board would want to demolish it? The General Counsel should be the deciding factor.

B. Request for Renewal of Lease for Hong Kong Enterprises, Inc., New Basin Canal:

Mr. Donald G. McConnell, President of Hong Kong Enterprises, Inc., appeared before the Committee and stated they would like to make use of their option to renew their lease for the premises at 7400 Lakeshore Drive.

Mr. Lansden informed the Committee members that the Board's engineers had found a problem with maintenance of that property; one pile needs to be replaced and an area of decking and bracing. There was no dollar value given for this repair.

Mr. McConnell stated they are aware of the requirement and will take care of it.

The Committee then ruled to grant Hong Kong Enterprises, Inc. their option to renew their lease subject to completion of the necessary repairs.

There were no further items for discussion. Chairman Boissiere adjourned the meeting at 5:20 P.M.

REPORT OF SAFETY - SECURITY COMMITTEE

MEETING HELD ON

July 31, 1990

The Safety - Security Committee met on July 31, 1990. The Committee considered the following subjects more fully described in the minutes of that meeting:

A. Request for assistance from United Negro College Fund 5th Annual 10K Walk and 5K Run in City Park's Old Driving Range on September 16, 1990

Approval was unanimously granted as in past years.

B. Lake Pontchartrain Basin Foundation use of Pontchartrain Beach site on November 16-18, 1990, for a "Back to the Beach Festival"

Approval was granted and Mrs. Mintz looks forward to working with the Board on this event.

C. Report on Boreas Park by Mr. Chatry

Raising 30' of sidewalk, filling and soding of the area should alleviate the problem. This in-house project should cost approximately $2,000.

D. DWI Boater's Program status report

Mr. Lansden suggested contacting our Purchasing Department and look into the possibility of acquiring sa small surplus boat.

E. Status report on Sound Readings at Bart's

Chief Field stated the machine will be calibrated annually in Texas. By closing all the loopholes, it is hoped the negative calls will be eliminated.

F. Safety Report

Three Worker's Compensation cases, 2 vehicle accidents, 2 broken windshields and 1 loss were reported for the month.

G. Other

Mr. Dickhaus expressed his concerns with cyclists who continue to ride on the wrong side of Lakeshore Drive on Weekends. He also suggested we look at the one-way signs that divide the street on Lakeshore Drive. Mr. Medo suggested patrolling the Seabrrok Bridge area on weekends to eliminate potentially dangerous situations with kids riding their bikes on the bridge.

Minutes of
Safety - Security Committee Meeting
held on July 31, 1990, at 12 Noon, in
the Board Room, Administration Building, New Orleans Lakefront Airport

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PRESENT:

The Honorable Janet P. Vincent, Chairman
The Honorable Steven Medo, President
The Honorable John H. Ross, Vice President
The Honorable Robert Maloney, Comm. Member
The Honorable Jerome Dickhaus, Comm.

FURTHERMORE PRESENT:

H. B. Lansden, Orleans Levee Board Director
Frederic Chatry, Chief Engineer
Richard McGinity, General Counsel
Pam Zeringue, Purchasing Department
Charlotte Rivet, Executive Assistant
Mary Scheib, Personnel Department
Roy Stoddard, Senior Marina Manager
Frank Mineo, Engineering Department
Bill Sickinger, Safety/Risk Manager
Max Hearn, Operations & Maint. Director
Chief Field, Police Superintendent
Edmond Pepper, Pepper & Associates
Glenn Ortego, Assistant Chief Engineer
Solomon Spencer, United Negro College Fund
Susan Mintz, Lake Pontchartrain Basin Foundation

Chairman Vincent called the meeting to order at 12:32 p.m. to discuss the following agenda items:

A. Request for assistance from United Negro College Fund 5th Annual 10K Walk and 5K Run in City Park's Old Driving Range on September 16, 1990

Chief Field reported last year inquiries were made as to why this event took so long to complete.

Mr. Spencer invited Board participation and is anticipating 5,000 participants. He has secured permission from the City Council and active support from NOPD. As the event progresses to Leon C. Simon, he again requests OLBPD assistance as in past years. Chief Field has had no problems in the past and approval was unanimously granted.

B. Lake Pontchartrain Basin Foundation use of Pontchartrain Beach site on November 16-18, 1990, for a "Back to the Beach Festival"

Mrs. Mintz briefed a "Back to the Beach" festival is being planned on November 16-18, 1990, to benefit the foundation. Staff personnel have been contacted.

Mr. Medo inquired if any out of pocket costs to the Board may be incurred. The Director stated we would be reimbursed for any costs.

Mr. Hearn inquired if the proposed site has been recently inspected. Due to the recent fires, burned and boarded buildings now exist.

Mr. Lansden stated after the second fire, the Engineering Department made an inspection of the entire area. The purpose of this inspection was to determine the security/safety at this site. This inspection is ongoing. An initial determination was made that no buildings are safe to utilize. The open spaces and parking lot are available. This item was approved.

Mrs. Mintz appreciates our support and looks forward to working with the Board.

C. Report on Boreas Park by Mr. Chatry

Mrs. Vincent briefed this item was brought to her attention by one of the civic associations. She commended Mr. Chatry and the Engineering staff on this project and the very timely manner in which it was addressed.

Mr. Chatry developed a plan for curing the problem of a mud hole on the sidewalk. Hr suggests raising the sidewalk and turfing the area around the trees. This work is slated to begin August 7, 1990.

Mr. Hearn stated this area was formerly referred to as Killdeer Park. All water and leaves go to one field drain. This causes overflowing and running in the street. Erosion around the trees is also a problem. By raising 30' of sidewalk, filling and soding of the area should alleviate the problem.

Mrs. Vincent stated we have a choice of doing it now or having a much larger project in the very near future. Mr. Chatry advised costs would be approximately $2,000 and this project will be accomplished in-house.

Mrs. Vincent stated the Committee members may be getting telephone calls about this matter and provided this briefing strictly for information purposes.

D. DWI Boater's Program status report

The Director has sent two letters to Wildlife & Fisheries without receiving a response. Chief Field has also attempted several unsuccessful telephone inquiries.

Last year, the DWI program was very successful and saved many lives reported Mrs. Vincent. Unfortunately, this boat is involved in more importaant projects and unable to assist the OLB.

The Director recommended contacting our Purchasing Department and look into the possibility of acquiring a small surplus boat.

Mr. Medo pointed out that not just the cost of the boat is involved. Upkeep, personnel, insurance and maintenance costs should be considered.

E. Status report on Sound Readings at Bart's

Chief Field provided a handout to the Committee members. Page 8 indicates the sound level limit and time. He stated it is very difficult to obtain a 10 minute reading.

Mrs. Vincent stated Councilman Peggy Wilson is also looking into the matter. Chief Field stated the machine will be calibrated yearly in Texas. He has attempted to close all the loopholes and hopefully eliminate the negative phone calls.

F. Safety Report

The SRM briefed 3 Worker's Compensation cases, 2 vehicle accidents, 2 broken windshields and 1 loss were reported for the month.

G. Other

Mr. Dickhaus expressed his concerns with cyclists who continue to ride on the wrong side of Lakeshore Drive on weekends.

Chief Field explained when the lanes opened, the West bound lane was closed. It was never the intent to be used for runners or cyclists. This is an emergency lane for police vehicles only. The runners and cyclists just took over. Mr. Dickhaus misunderstood the intent and feels a safety problems still exists.

Mr. McGinity stated cyclists cannot be prohibited from bicycling on public streets. They abide by the same traffic lawas and regulations as motorized vehicles. However, they may be prohibited from riding on the sidewalk.

Mr. Dickhaus suggested we also look at the one-way signs that divide the street on Lakeshore Drive. Mr. Hearn stated the signs are recycled about every three months.

Mr. Medo advised the Committee of a potentially dangerous situation he witnessed last Saturday afternoon. While driving on Leon C. Simon across the Seabrook Bridge, 4 kids were coming down on bikes the wrong way against traffic. He suggested this area be patrolled on weekend afternoons.

There being no further business, the meeting adjourned at 12:56 p.m.

MINUTES OF BOARD MEETING

OF

THE BOARD OF COMMISSIONERS

OF THE ORLEANS LEVEE DISTRICT

NEW ORLEANS, LOUISIANA

JULY 18, 1990

THE BOARD OF COMMISSIONERS

OF THE ORLEANS LEVEE DISTRICT

JULY 18, 1990

ACTION	PAGE
Roll Call by Secretary Lansden	1
Pledge of Allegiance to the Flag	1
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Approval of Minutes of Regular Board Meeting held on June 20, 1990	2
MOTIONS:	
*For approval to grant permission for the transfer of T-Hangar 4-E from James O. Sanders, III, to Dr. Carl A. DeAbate	3
*Upon completion of the approved expansion of the Moffett Hangar to extend Aero Services International the first right of refusal for the Aero Services present leasehold, provided no unforeseen federal or State law or regulation precludes the continuation of Aero Services International at that lease site, and to authorize the OLB Director or the Director of Aviation to sign all necessary documents to accomplish the above	4
*For approval to grant the request of John O. Bragg for an additional one year lease for a portion of the Williams Hangar, and to authorize the OLB Director or Director of Aviation to sign the necessary documents to accomplish the above	6
*For approval to establish a budget in the amount of $10,000 for costs associated with the National Business Aircraft Association (NBAA) annual conference, funds to be made available from the proceeds of rentals associated with the NBAA Static Display	8
*For approval to grant the transfer of the Million Air lease and all of Million Air's assets to ASG II International, and to authorize the President, OLB Director or Director of Aviation to sign all documents necessary to accomplish the above	10
*For approval to authorize Pepper and Associates to complete the final plans and specifications and to go out for bid for the construction and inlay of Taxiway Bravo so that a FAA grant may be obtained to complete the work, and to authorize the President to sign the necessary documents to accomplish the above	13
*For approval to accept the bid of General Equipment, Inc., as the lowest responsive bid received for the purchase of one truck mounted vacuum street sweeper, OLB Project No. 298, and to approve additional funds in the amount of $42,050 be transferred from the Board's major equipment budget for the purchase of this equipment	15

*Denotes approval

THE BOARD OF COMMISSIONERS

OF THE ORLEANS LEVEE DISTRICT

JULY 18, 1990

ACTION	PAGE
*To approve an additional amount of $179,000 for the construction fund for the South Shore Harbor Marina Center, for a total budget including professional, technical and construction services of $823,000, and to authorize the President or OLB Director to execute any and all documents necessary to carry out the above.	17
*For approval to award the firm of Lyons & Hudson a contract to develop a land use plan for the New Basin Canal and its adjacent properties for a total fee of $70,000, and that at an appropriate time during the master plan development and upon the recommendation by Lyons & Hudson and approval by the Board a formal financial feasibility study be undertaken by a qualified firm, and to authorize the President or OLB Director to execute any and all documents necessary to carry out the above.	21
*To agree to a transfer of lease from Jolyn and Rusty Johnson into the name of their company, viz. Industrial Clean-Up, Inc., for Boathouse N-15 in the Orleans Marina, and to authorize the President or OLB Director to sign any and all documents necessary to carry out the above	30

*Denotes approval

COMMITTEE REPORTS

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4. Marina Committee, Commissioner Maloney 38
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THE BOARD OF COMMISSIONERS
OF THE ORLEANS LEVEE DISTRICT

MINUTES OF MONTHLY BOARD MEETING

July 18, 1990

The regular monthly meeting of the Board of Commissioners of the Orleans Levee District was held on Wednesday, July 18, 1990, at 3:30 p.m., in Room 228, Administration Building, New Orleans Lakefront Airport, after due legal notice of the meeting was sent to each Board member, the news media, and a copy of the call was posted.

The meeting was called to order by President Medo.

President Medo then led the group in the pledge of allegiance to the flag.

Secretary Lansden called the roll and stated that a quorum was present.

PRESENT:

The Honorable Steven O. Medo, Jr., President
The Honorable John H. Ross, Vice President
The Honorable Lambert C. Boissiere, Jr., Commissioner
The Honorable Jerome P. Dickhaus, Commissioner
The Honorable Robert S. Maloney, Commissioner
The Honorable Robert C. Ramelli, Commissioner
The Honorable Janet Vincent, Commissioner (arrived at 3:45 p.m.)

ABSENT:

The Honorable James E. Smith, Jr., Commissioner

ALSO PRESENT:

Charles Kirkland, New Orleans City Planning Commission
Stoney Dale, Schubert's
David DeArmond, Aero Services
John O. Bragg
Sue Landry, Million Air
Ken McCoy, Scott/General Equipment
J. Chantrey, Schubert Marine
Gary Longanecker, Caudle Aviation, Inc.
P. Lyons, Lyons & Hudson
Carlos Cashio, Design Consortium
Todd R. Cobens, Eager Aviation
Carl Sierra, South Shore Pt., Inc.

THE BOARD OF COMMISSIONERS
OF THE ORLEANS LEVEE DISTRICT

MINUTES OF MONTHLY BOARD MEETING

July 18, 1990

OLB STAFF AND CONSULTANTS:

H. B. Lansden, Orleans Levee Board Director
Frederic Chatry, Chief Engineer
Richard J. McGinity, General Counsel
Ted Field, OLB Police
Frank C. Crawford, OLB Petroleum Consultant
Cynthia Taylor, Personnel
Albert S. Pappalardo, Pappalardo Consultants, Inc.
Jerome Pepper, Pepper and Associates
William Sickinger, Safety-Risk
Frank Mineo, Engineering
John Maloney, Lakefront Airport
R. W. Taylor, Lakefront Airport
Jean LaPlace, LaPlace & Associates
Pam Zeringue, Purchasing
Roy Stoddard, South Shore Harbor
Capt. Ernest Stephens, Airport Safety
Mary E. Herbert, Finance
Lisa Haydel, Engineering
Harry Cancienne, Data Processing
Max Hearn, Field Office
Helga Whittaker, OLB Director's Office
Glenda Boudreaux, OLB Director's Office

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I. OPENING REMARKS AND PRESENTATIONS BY PRESIDENT OR COMMISSIONERS:

None.

II. APPROVAL OF MINUTES:

There were no corrections, additions or deletions to the minutes of the Regular Board Meeting held on June 20, 1990, therefore, the minutes of the Regular Board Meeting held on June 20, 1990, were approved as submitted.

III. MOTIONS:

A. To grant permission for the transfer of T-Hangar 4E from James O. Sanders, III, to Dr. Carl A. DeAbate.

Commissioner Ramelli stated that this was a routine transfer approved by the Airport Committee.

There was no further discussion on the motion, therefore, Resolution No. 1-071890, offered by Commissioner Ramelli, seconded by Commissioner Maloney, was unanimously adopted, to-wit:

MOTION: NO. 1-071890

RESOLUTION: NO. 1-071890

BY: Commissioner Robert C. Ramelli
Airport Committee
Vice President John H. Ross
Commissioner Janet Vincent
Commissioner Jerome P. Dickhaus

SECONDED BY: Commissioner Maloney

July 18, 1990

R E S O L U T I O N

WHEREAS, Dr. Hewitte A. Thian, Ltd., President of Lakefront T Hangars, Inc. in his letter dated June 4, 1990 requested approval of the transfer of T Hangar 4-E from James O. Sanders, III to Dr. Carl A. DeAbate,

WHEREAS, The Board does not wish to execute its first right of refusal to purchase the hangar,

BE IT HEREBY RESOLVED, That permission is hereby granted to execute the transfer.

BE IT FURTHER RESOLVED, That the Director or the Director of Aviation is hereby authorized to sign all necessary documents to accomplish the above.

AYES: Commissioners Ross, Boissiere, Dickhaus, Maloney and Ramelli

NAYS: None

ABSENT: Commissioners Smith and Vincent

RESOLUTION ADOPTED: Yes

B. Upon completion of the approved expansion of the Moffett Hangar to extend Aero Services International the first right of refusal for the Aero Services present leasehold, provided no unforeseen federal or State law or regulation precludes the continuation of Aero Services International at that lease site, and to authorize the OLB Director or the Director of Aviation to sign all necessary documents to accomplish the above.

Commissioner Ramelli stated this was a routine transfer, which was reviewed strongly by the Airport Committee.

There was no further discussion on the motion, therefore, Resolution No. 2-071890, offered by Commissioner Ramelli, seconded by Commissioner Maloney, was unanimously adopted, to-wit:

MOTION: NO. 2-071890

RESOLUTION: NO.. 2-071890

BY: Commissioner Robert C. Ramelli
Airport Committee
Commissioner Janet Vincent
Vice President John H. Ross
Commissioner Jerome P. Dickhaus

SECONDED BY: Commissioner Maloney

July 18, 1990

R E S O L U T I O N

WHEREAS, Aero Services International has submitted plans for the expansion of the Moffett Hangar to create additional shop and office space, and

WHEREAS, this improvement would be in the best interest of the Board and Aero Services International,

BE IT HEREBY RESOLVED, That upon completion of the approved expansion that Aero Services International is hereby extended the first right of refusal for the Aero Services present leasehold provided no unforeseen federal or state law or regulation precludes the continuation of Aero Services International at that lease site.

BE IT FURTHER RESOLVED, That the Director or the Director of Aviation is hereby authorized to sign all necessary documents to accomplish the above.

AYES: Commissioners Ross, Boissiere, Dickhaus, Maloney and Ramelli

NAYS: None

ABSENT: Commissioners Smith and Vincent

RESOLUTION ADOPTED: Yes

C. To grant the request of John O. Bragg for an additional one year lease for a portion of the Williams Hangar, and to authorize the OLB Director or Director of Aviation to sign the necessary documents to accomplish the above.

Commissioner Ramelli stated this is routine; it is a present tenant who has been in the space for at least a year, and who provides emergency services when there are aircraft accidents at Lakefront Airport.

Mr. Maloney indicated he is paying a standard rental rate for Lakefront Airport.

There was no further discussion on the motion, therefore, Resolution No. 3-071890, offered by Commissioner Ramelli, seconded by President Medo, was unanimously adopted, to-wit:

MOTION: NO. 3-071890

RESOLUTION: NO. 3-071890

BY: Commissioner Robert C. Ramelli
Airport Committee
Commissioner Janet Vincent
Vice President John H. Ross
Commissioner Jerome P. Dickhaus

SECONDED BY: President Medo

July 18, 1990

R E S O L U T I O N

WHEREAS, John O. Bragg, the current tenant of a portion of the Williams Hangar, by letter dated June 6, 1990, requested an additional one year lease under the same terms and conditions of his existing lease.

WHEREAS, this tenant provides routine services to Lakefront Airport flying public on a daily basis and also provides vital emergency services for the Airport during times of emergency or accident.

BE IT HEREBY RESOLVED, That the request for a new lease be granted and that the Director or the Director of Aviation be authorized to sign the necessary documents to accomplish the above.

AYES: Commissioners Ross, Boissiere, Dickhaus, Maloney and Ramelli

NAYS: None

ABSENT: Commissioners Smith and Vincent

RESOLUTION ADOPTED: Yes

D. To establish a budget in the amount of $10,000 for costs associated with the National Business Aircraft Association (NBAA) annual conference, funds to be made available from the proceeds of rentals associated with the NBAA Static Display.

Commissioner Ramelli explained this was done four years ago and proved very successful; the entire ramp was filled with aircraft and it brought in a lot of business for Lakefront Airport.

President Medo stated that, in effect, with the Static Display, it more than pays for itself.

There was no further discussion on the motion, therefore, Resolution No. 4-071890, offered by Commissioner Ramelli, seconded by Commissioner Maloney, was unanimously adopted, to-wit:

MOTION: NO. 4-071890

RESOLUTION: NO. 4-071890

BY: Commissioner Robert C. Ramelli
Airport Committee
Commissioner Janet Vincent
Vice President John H. Ross
Commissioner Jerome P. Dickhaus

SECONDED BY: Commissioner Maloney

July 18, 1990

R E S O L U T I O N

WHEREAS, the National Business Aircraft Association (NBAA) will hold their annual conference in New Orleans on October 3rd, 4th and 5th and,

WHEREAS, Lakefront Airport will be the site of the Aircraft Static Display for this most prestigious of conventions which will bring more than 15,000 attendees to New Orleans and,

WHEREAS, it is appropriate that the Board greet and welcome the Board and staff of the NBAA to the city to encourage them to continue this mutually advantageous association.

BE IT HEREBY RESOLVED, That a budget in the amount of $10,000 be established for this purpose, funds to be made available from the proceed of rentals associated with the NBAA Static Display.

BE IT FURTHER RESOLVED, That the Director or the Director of Aviation be authorized to sign the necessary documents to accomplish the above.

AYES: Commissioners Ross, Boissiere, Dickhaus, Maloney and Ramelli

NAYS: None

ABSENT: Commissioners Smith and Vincent

RESOLUTION ADOPTED: Yes

E. To grant the transfer of the Million Air lease and all of Million Air's assets to ASG II International, and to authorize the President, OLB Director or Director of Aviation to sign all documents necessary to accomplish the above.

Mr. John Maloney stated that an owner will be purchasing this from the bank and operating the establishment; it had been run by the bank for the past two years.

President Medo commented that the new owners want these changes to the lease.

Mr. Maloney replied, yes, and added, the original stipulations were made back in the "oil days", and this will make the lease more realistic. Also, he was satisfied with the changes.

Commissioner Ramelli stated the new owner had a space once before at Lakefront Airport, which was well known in the field at that time.

President Medo stated it was his appreciation that Mr. McGinity would have to approve the actual language of the amendment to the lease.

Mr. McGinity replied that was correct.

Mr. Lansden stated, not to contradict Mr. Maloney, this and other leases have been reduced in the scope of services they are to serve the community, and is obviously contrary to the Board's goal. There was more money in the City and Lakefront Airport during the "oil hay day", but there is still growth, and the goal should not be to reduce services, but to try to increase them. It has long been the objective of the Board to get an aircraft service center at Lakefront Airport. The Board may have to reduce in the interim, however, this should be looked at as an interim.

President Medo reiterated the final documents will have to be approved by General Counsel before they are executed, but this gives the scope of what the changes will be.

There was no further discussion on the motion, therefore, Resolution No. 5-071890, offered by Commissioner Ramelli, seconded by President Medo, was unanimously adopted, to-wit:

MOTION: NO. 5-071890

RESOLUTION: NO. 5-071890

BY: Commissioner Robert C. Ramelli
Airport Committee
Commissioner Janet Vincent
Vice President John H. Ross
Commissioner Jerome P. Dickhaus

SECONDED BY: President Medo

July 18, 1990

R E S O L U T I O N

WHEREAS, Million Air of New Orleans, Inc. (Million Air), a lessee under an airport lease, has agreed to transfer the Lease and all of its other assets to ASG II International, Inc., a Louisiana corporation. The terms of transfer are part cash and part credit. The credit portion will be secured by a vendor's lien and mortgage of the Lease.

WHEREAS, lease amendments are recommended as follows:

Pursuant to Section XIII a) the assignment of the Lease to ASG II International, Inc.; b) the mortgage of the Lease by ASG II International, Inc. to Million Air; c) any subsequent sale in foreclosure of the mortgage or in lieu thereof. Pursuant to Section XXXIV of the Lease, Million Air will receive a copy of all notices to ASG II International, Inc. at:

Million Air of New Orleans, Inc.
c/o Mr. Thomas P. Weisenberger
Republic Bank for Savings
6158 Old Canton Road
Jackson, Mississippi 39236-3889

Pursuant to Appendix II, Section A, delete the operation and manning of a Bell Service Center and a Detroit Diesel Allison Repair Station.

The Airframe and Power Plant Section changed to read one (1) certified airframe and power plant repair staffed by two (2) FAA licensed A & P mechanics and one (1) FAA licensed and qualified AI.

BE IT HEREBY RESOLVED, That the above request be granted and that the President, Director, or the Director of Aviation be authorized to sign all documents necessary to accomplish the above.

AYES: Commissioners Ross, Dickhaus, Maloney and Ramelli

NAYS: None

ABSENT: Commissioners Boissiere, Smith and Vincent

RESOLUTION ADOPTED: Yes

F. To authorize Pepper and Associates to complete the final plans and specifications and to go out for bid for the construction and inlay of Taxiway Bravo so that a FAA grant may be obtained to complete the work, and to authorize the President to sign the necessary documents to accomplish the above.

Commissioner Ramelli explained that at the Airport Committee meeting there was a question as to whether Pepper & Associates was guaranteed the work by a previous Board resolution, and it was discovered they were guaranteed the work.

Mr. McGinity stated he is satisfied that the contract was awarded to Mr. Pepper.

There was no further discussion on the motion, therefore, Resolution No. 6-071890, offered by Commissioner Ramelli, seconded by Commissioner Ross, was unanimously adopted, to-wit:

MOTION: NO. 6-071890

RESOLUTION: NO. 6-071890

BY: Commissioner Robert C. Ramelli

SECONDED BY: Commissioner Ross

July 18, 1990

R E S O L U T I O N

WHEREAS, The Federal Aviation Administration (FAA), in response to the Board's grant preapplication dated October 14, 1987, has completed the extension and overlay portion of runway 36L/18R and now may be in a position to fund the Taxiway Bravo portion of the grant application in late fiscal year '90 or early '91. Pepper and Associates was contracted as directed by Resolution #3-061787 to prepare the application and preliminary plans for this project.

BE IT HEREBY RESOLVED, That Pepper and Associates is hereby authorized to complete the final plans and specifications and to go out for bid for the construction and inlay of Taxiway Bravo so that a FAA grant may be obtained to complete the work.

BE IT FURTHER RESOLVED, That the President or Director be authorized to sign the necessary documents to accomplish the above.

AYES: Commissioners Ross, Boissiere, Dickhaus, Maloney and Ramelli

NAYS: None

ABSENT: Commissioners Smith and Vincent

RESOLUTION ADOPTED: Yes

G. To accept the bid of General Equipment, Inc., as the lowest responsive bid received for the purchase of one truck mounted vacuum street sweeper, OLB Project No. 298, and to approve additional funds in the amount of $42,050 be transferred from the Board's major equipment budget for the purchase of this equipment.

Regarding the additional funding required, Commissioner Dickhaus clarified there was a line item in the budget for one piece of equipment, and then this piece of equipment was substituted; therefore, there was an overrun on the line item, not on the equipment.

Mr. Max Hearn explained cleanup of the lakefront after a northwester is a major problem, taking most of the crews two to three days to clean up mud by hand. This budget was approved before he came to the Orleans Levee Board. After looking at the equipment budget, he received approval for the substitution of this piece of equipment for a piece of equipment, an electrical high reach, estimated at $75,000 in the budget. An analysis was made of the Board's electrical high reach, and it is good for at least another year, therefore, the substitution was made for this piece of equipment costing $117,050. The additional funding required can be obtained from the major equipment reserve fund. This is, therefore, not a cost overrun; the Board knew the price of this piece of equipment going in. He added, the Board is presently spending approximately $60,000 a year cleaning up mud, and this would be basically a two year pay back.

There was no further discussion on the motion, therefore, Resolution No. 7-071890, offered by Commissioner Dickhaus, seconded by Commissioner Ramelli, was unanimously adopted, to-wit:

MOTION: NO. 7-071890

RESOLUTION: NO. 7-071890

BY: Commissioner Jerome P. Dickhaus
Engineering Committee
President Steven O. Medo, Jr.
Vice President John H. Ross

SECONDED BY: Commissioner Ramelli

July 18, 1990

R E S O L U T I O N

WHEREAS, four bids were received on June 1, 1990, for the purchase of one truck mounted vacuum street sweeper, OLB Project Number 298, and

WHEREAS, the three lowest bidders were not fully responsive because they did not meet several specification requirements such as truck and vacuum engine horsepower and driver visibility, etc., and

WHEREAS, General Equipment, Inc., was fully responsive to the specified requirements, and

WHEREAS, General Equipment, Inc.'s bid of $117,050 exceeds the budgeted amount by $42,050, and

WHEREAS, the excess needed amount of $42,050 may be obtained from the Board's major equipment fund.

BE IT HEREBY RESOLVED, That the bid of General Equipment, Inc., be accepted as the lowest responsive bid received.

BE IT FURTHER RESOLVED, That The Board of Commissioners of the Orleans Levee District approve additional funds in the amount of $42,050 be transferred from the Board's major equipment budget for the purchase of this equipment.

AYES: Commissioners Ross, Boissiere, Dickhaus, Maloney, Ramelli and Vincent

NAYS: None

ABSENT: Commissioner Smith

RESOLUTION ADOPTED: Yes

H. To approve an additional amount of $179,000 for the construction fund for the South Shore Harbor Marina Center, for a total budget including professional, technical and construction services of $823,000, and to authorize the President or Orleans Levee Board Director to execute any and all documents necessary to carry out the above.

President Medo stated this is an incomplete building at this point in time, the Marina Center building at South Shore Harbor.

Commissioner Boissiere asked if the project would be completed with this amount.

President Medo replied that was his appreciation.

Mr. Lansden gave a brief history of the project. The original bid came in at approximately $700,000 for construction only. At that time the Board felt it was too much, primarily because of contractor's insurance capability. Therefore, the Board divided the project into stages or phases. The consulting architect then went back and did that, restructuring his plan, and the Board had to pay the difference to have that done. The concept was to start construction, calling it Phase I, then there was need to complete the building under Phase II, which would be adding the remainder of the deck around the building, finishing out the commercial interior of the building, including some utility lines, appliances, finishing sheet rock, etc., and landscaping. The Board went out for bid on Phase II, which came in over what was anticipated. However, the total additional funding reflects some resolutions which did not track through and must be straightened out for accounting purposes. The Board last approved a total construction budget of $640,000, and included in that were architectural, geotechnical and inspection fees. By having included this in the total construction budget, it eliminated or took away from that line item any budgeted monies for the purposes mentioned. About half of this is additional funding which will be required to finish Phase II.

Commissioner Ross asked how much of this expenditure will be going towards correcting the problem due to Professional Contractors, Inc.'s inability to meet their construction deadline of May 28, 1990.

Mr. Lansden stated rounding off the figure at $750,000, the Board is looking at about $79,000 more.

Commissioner Ross asked what steps the Board could take to recover the additional money required because of the contractor's inability to meet his deadline.

Mr. Chatry stated that the Board retains a part of the contractor's earnings, therefore, part could be recovered from the retainage. There are liquidated damages of $200 per day, which have reached the amount of several thousand dollars thus far.

Mr. McGinity stated he did not know if the Board could collect anything more than liquidated damages. It is agreed in advance that the damages are $200 per day.

Commissioner Ross reiterated he was looking at the Board's possibilities of recovering some of this money, if not all of it.

Mr. Chatry responded the Board could recover $200 a day for every day the contractor is late.

Commissioner Ross asked if that was since May 28th.

Mr. Francingues replied that about June 4th liquidated damages were started, and it is estimated the project will be completed about August 1st, which amounts to about $13,000.

Mr. Chatry explained the liquidated damages are $200 per day and cannot be punitive; $200 per day is part of the basic contract.

Commissioner Ross asked how much of the $179,000 will actually go into completing the building.

Mr. Chatry responded basically all of it will be going into it, except what will be going into inspection.

Mr. Francinques explained a pre-bid conference was held on this project and bids were to be opened on July 24th, however, the contractors at the meeting had numerous questions and problems, therefore, the bid opening will have to be delayed in order to furnish an addendum. He stated he could not tell how much will have to go into construction until bids are received, however, it will be within the $179,000.

Commissioner Dickhaus stated he would characterize the $179,000 as a cost overrun of 27.79 percent, adding, with 2,600 square feet in the building, the square footage cost is $316.53, and asked how this cost could be justified.

Commissioner Vincent asked if the Board has any other option except to permit the contractor to finish the job.

Mr. McGinity replied the Board has no option.

Commissioner Dickhaus asked if the Board could not vote to put the contractor in default.

Mr. McGinity replied, not merely for delay; the contract is written to provide liquidated damages, which means the only damages the Levee Board is entitled to are what are stated in the contract. The Board could file for cause, if the contractor is doing shoddy work, or something in this regard. However, on a regular delay, there is nothing the Board could do; the contractor would pay his $200 per day damages.

Mr. Chatry asked whether the Board could terminate the contract for the Board's convenience; however, this would end up costing the Board more money if it were to do that than if it were to wait through the current contract.

Commissioner Vincent stated, then in Mr. McGinity's and Mr. Chatry's opinion, if the Board changed horses midstream, it will cost the Board appreciably more.

Mr. Chatry concurred, this would be his opinion, but much depends on the performance of the present contractor and the remaining parts of the project. The contractor is not all that financially secure.

Commissioner Ross commented that another contractor may not want to come in on this contractor's work.

Mr. McGinity stated that the architect has stated the work that remains he believes, in his professional opinion, this contractor is able to complete.

Commissioner Dickhaus asked if the contractor was present, and stated this project was supposed to be done for this season; not only is there a cost overrun but also an overrun on completion.

The contractor was not present.

Commissioner Boissiere indicated his concern that the Board may put additional money into the project, and then the contractor may not be able to finish his project for this money.

President Medo clarified that the existing contractor is not getting the $179,000; this is for the Phase II project, plus the overruns on the administration of the contract.

Commissioner Boissiere asked for a breakdown of the $179,000, and asked what caused the overrun on the administrative cost.

Mr. Francingues explained that since the contractor is several months behind in building the structure, the inspection costs alone have been a total of about $20,000 more than expected.

Commissioner Ross commented that since the project's beginning there were problems, as there were problems with the foundation.

Commissioner Maloney stated that the bonding company was notified.

Since the architect was not present, Commissioner Boissiere asked if the item could be delayed for one month.

Commissioner Maloney stated the architect was present at the Marina Committee meeting, and the architect gave his explanation.

Mr. Lansden stated the Board is out for bid for Phase II now, and to delay this one month would cost the Board more money.

President Medo recommended deferring this item until later in the meeting in order to obtain additional information. There was no objection, therefore, the item was deferred.

I. To award the firm of Lyons & Hudson a contract to develop a land use plan for the New Basin Canal and its adjacent properties for a total fee of $70,000, and that at an appropriate time during the master plan development and upon the recommendation by Lyons & Hudson and approval by the Board a formal financial feasibility study be undertaken by a qualified firm, and to authorize the President or OLB Director to execute any and all documents necessary to carry out the above.

Commissioner Maloney stated that the Marina Committee has been through this at length, and Mr. Lyons was present to answer questions.

Mr. Lyons introduced Mr. Carlos Cashio of Design Consortium and distributed copies of the amended proposal. He stated the content was basically the same; there was some verbiage in the work sheet program that the Marina Committee asked to be adjusted, and that has been done.

Commissioner Maloney stated basically the only thing the Committee asked to be changed was that Mr. Lyons had suggested a committee made up of outside people and Commissioners, and they were asked to delete this.

Mr. Lyons stated the time line and major work points are the same as previously submitted.

Commissioner Vincent stated it was her understanding they would be meeting on a regular basis with the civic associations and those interested business people to find out what they are interested in doing.

Mr. Lyons replied, exactly; in Phase I, which is primarily programming and a fact finding point in time, they will be meeting with all persons having an interest and concern in this property.

Commissioner Dickhaus pointed out in the letter this is called a joint effort by the firms of Lyons & Hudson and Design Consortium, Ltd., and he felt the resolution should include both names. Therefore, Commissioner Dickhaus offered a motion to technically amend the resolution to add in the first and second RESOLVED portions, after the words "Lyons & Hudson", the words "and Design Consortium, Ltd., as a joint venture".

There was no discussion on the technical amendment, therefore, the technical amendment, offered by Commissioner Dickhaus, seconded by Commissioner Maloney, was unanimously adopted.

Commissioner Boissiere asked if the Board's real estate consultant is involved is this project.

Mr. Lansden replied, not as far as the resolution is concerned presently. He stated he had talked with Mr. Pappalardo about this, and when it comes to determining market demand, land values and the need for these facilities, it would be his appreciation that information could come from Mr. Pappalardo, and it was his recommendation that he be involved in that part of it. He suggested that the real estate consultant and the staff provide the analysis and demand that is needed.

Commissioner Boissiere stated he felt the real estate consultant should be involved from the very beginning.

Mr. Lansden concurred and added there should be more information before the consultants start launching some of their ideas; if a business is going to be built there, the Board must know if the demand is there first.

Commissioner Boissiere stated before the study is authorized he wanted to be assured the real estate consultant is appraised of everything and can let the Board know if it is moving in the right direction.

President Medo stated he did not think this had to be part of the resolution, however, it could be the understanding, if the resolution is passed, that reports come back to both the Marina and Real Estate Committees because it impacts both functions.

Commissioner Maloney stated he did not have a problem with that change.

Commissioner Boissiere stated he felt the roll the Board intends the real estate consultant to play and at what time he should become involved should be clear from the beginning to eliminate confusion at a later date.

President Medo asked if Commissioner Boissiere would like to offer an amendment to that effect.

Mr. Lansden stated he would not a problem with that, however, on any project such as this, before the beginning the staff is involved, and consultants are an appendage of the staff.

Commissioner Boissiere asked, therefore, even though the resolution is passed, before the consultants begin the staff and real estate consultant will meet with them and get the ground rules straight, and if there are any problems they will get back with the Board.

Mr. Lansden replied, yes.

Commissioner Boissiere asked if these duties are part of the real estate consultant's on-going contract.

Mr. Lansden replied that would have to be determined. If the real estate consultant must go beyond what is in his contract, there is a provision for that, which Mr. Lansden stated he is authorized to handle. He stated he sees this as being part of "Set master plan framework with OLB management", the first item of the work program.

Commissioner Dickhaus stated at the Committee meeting he was very vocal on the point that the financial study should be at least co-equal to any kind of other planning, be it architectural or conceptual, etc. In all of this, it is absolutely incumbent that if the Board is going to do this project, it have some financial data and inputs co-equal, and not at some time down the line as the resolution reads, but that they be reflected identically, simultaneously and co-equally. He stated he would like to see the amendment reflect that it be a joint, co-equal type of an agreement. Therefore, Commissioner Dickhaus offered a motion to amend the resolution in the RESOLVED portion to read that simultaneous with the development of the master plan development that there would be a formal financial feasibility study undertaken by Pappalardo and Associates.

Commissioner Maloney stated he had no problem with this, however, the statement was made that this was not necessary and it was in his contract.

Commissioner Dickhaus stated he wanted to have the financial input right up front.

Mr. McGinity stated Commissioner Dickhaus was talking about something totally different; he was talking about going out for a formal financial feasibility study, that he wants conducted by Pappalardo and Associates.

Commissioner Dickhaus stated he wanted whatever financials they feel they need right as they go along.

Commissioner Maloney asked if a formal financial feasibility study is needed now.

Commissioner Dickhaus stated that Mr. Torre indicated that if the Board had the money, it certainly should be.

Mr. Lyons stated they excluded this in the study specifically; it makes the planning process more definitive. If they did not have this, they would be working with a cellular type of project, a project that could grow and expand and would depend on need, and need would manifest itself by virtue of the marketing exercise. Therefore, the Board would end up with a similar result, however, Commissioner Dickhaus's approach is not unreasonable and lends credence to everything right up front. Therefore, he stated they have no objection.

Commissioner Dickhaus stated from the planning process, everyone wants to see the financial data being developed simultaneously. The Board must know what it can afford, what the market is and what is the push and pull.

Commissioner Vincent asked the cost and if Commissioner Dickhaus wanted to put in an amendment hiring an outside consultant with no ceiling.

Commissioner Dickhaus replied, he did not say that.

Commissioner Vincent stated Commissioner Dickhaus is saying he would like to put in an amendment for a financial plan development to run at the same time as the master plan development, utilizing a consultant, and giving them carte blanche. She added, her understanding from what Mr. Lansden has said was that this is unnecessary because step one is to meet with Orleans Levee Board management, and at that stage they would meet with the consultants

the Board has on staff, and it could be funded it that way. However, if Commissioner Dickhaus would feel more comfortable to enumerate those outside consultants who will be taking part in this study, she felt he would also feel a lot more comfortable with a ceiling.

Commissioner Boissiere asked if Mr. Pappalardo's contract has guidelines in it.

Mr. Lansden stated it would be his opinion, based on what he knows now, that this additional RESOLVED portion is not necessary. Mr. Pappalardo is under contract with the Board. Also, this was discussed at the only meeting he has been to with Mr. Lyons, and he stated cost factors are needed before the first line is drawn. He stated he did not see how the Board could start making plans to put something down there without first knowing whether or not somebody wants it there. The first requirement is the demand, and then some idea of what that demand may generate in terms of revenue and what it may reflect in terms of cost. Instead of having a separate firm, whoever it may be, he believed that the Board has what he appreciated the need for now inherent in the staff and consultants, and that consultant is Pappalardo and Associates. He added, this is going to be a conceptual kind of plan, and not a definitive master plan as to size, shape and construction; when it goes beyond that, then the Board may have to have additional help. The Board has been relying for years on Mr. Pappalardo as the expert on land values and needs in the New Basin Canal, and he saw no need to rely on anyone else. Mr. Pappalardo can give the Board values, demand and marketability, and it can take that and put it into a financial analysis.

Commissioner Boissiere stated that RESOLVED portion could be taken out, and then staff procedures could take over.

Mr. Lansden added, if the Board wants to assure that that is done, then it could substitute that management will provide required market demand analysis.

Commissioner Boissiere stated that what Mr. Lansden was saying is that the appropriate time is now, and not in the future.

Mr. Lansden responded that was correct.

Commissioner Boissiere asked Commissioner Dickhaus if he felt the financial advisor should be named.

Commissioner Dickhaus replied that he would rather have it in the motion so there is no misunderstanding.

Commissioner Ross asked the boundaries.

Mr. Lyons answered the canal itself on both sides down to Bartley's property and the area that was the peninsula along where Trade Winds is, and if it goes any further into the Marina itself, it would not affect the scope of the work.

Mr. Pappalardo stated other than just very brief conversations with Mr. Lansden, he had not had the opportunity to review the proposal that was made or completely understand the study, other than what he has read in the minutes. He stated he would be very happy to work with Mr. Lansden, Mr. Lyons and Mr. Cashio, if he could be of service to assist them.

Commissioner Dickhaus offered a motion to amend the second to last RESOLVED portion of the resolution as follows, "BE IT FURTHER RESOLVED, That formal market and financial feasibility data be provided by Pappalardo and Associates". This would be at whatever time it is necessary. It concludes that the data is provided up front for the consultants and the staff, and then at the end if a full study is needed, and it is agreed upon, then the Board could have a full study.

Commissioner Maloney stated he had no problem with the amendment.

Commissioner Vincent stated she had a problem with the amendment because the way Mr. Lansden had suggested this, saying it was already in the agreement, the staff would have some control over it; the Board's staff was going to say how much was needed, when it was needed, and how much was going to be paid; this sounded much too open.

Commissioner Maloney stated by following this plan that management is going to say when that study is to be done by Pappalardo and Associates.

Mr. Lansden stated what he understood was that before the Board has an architect say that it would be a good thing to have a certain business in the general area of the New Basin Canal, it must be determined whether someone really wants it there--will someone pay for it or will it be revenue producing; Mr. Pappalardo will be able to tell the Board this. Before going too far into the study, questions must be asked, such as, whether it would be a good idea to have a certain business, or could the Board afford to use so much ground for public use, which would draw people there but is not revenue producing; these kinds of things must be looked at beforehand and concurrent with the conceptual planning as it goes along.

President Medo clarified this is not an award of an additional contract to Mr. Pappalardo; it is on the basis of his existing contract on an hourly basis as provided for in the contract.

Mr. Lansden stated he referred to this in his initial remarks, that if it becomes a situation where it should go beyond this, then it would have to be addressed separately with Mr. Pappalardo.

Commissioner Dickhaus stated all he wanted to do was get in the idea that marketing and financial data will be there throughout.

There was no further discussion on the amendment, therefore, the amendment offered by Commissioner Dickhaus, seconded by Commissioner Ross, was adopted, with Commissioners Ross, Boissiere, Dickhaus, Maloney and Ramelli voting yea, and Commissioner Vincent voting nay.

There was no further discussion on the motion as amended, therefore, Resolution No. 8-071890, offered by Commissioner Maloney, seconded by Commissioner Vincent, was unanimously adopted, to-wit:

MOTION: NO. 9-071890

RESOLUTION: NO. 8-071890

BY: Commissioner Robert S. Maloney

SECONDED BY: Commissioner Vincent

July 18, 1990

R E S O L U T I O N

WHEREAS, it is recognized that the area known as the "West End", which includes the New Basin Canal (Canal), remains a focal point for recreational boating enthusiasts and the community at large, and

WHEREAS, property along the Canal is considered to be some of the most prime real estate presently owned by the Orleans Levee District, and

WHEREAS, several pieces of property along the Canal are now or presently will be available for lease, and

WHEREAS, inquiries have been received as to their status, and

WHEREAS, there presently does not exist an overall plan for the development and use of properties along the Canal and its adjacent properties.

BE IT HEREBY RESOLVED, That the firms of Lyons & Hudson and Design Consortium, Ltd., as a joint venture, be awarded a contract to develop a land use plan for the New Basin Canal and its adjacent properties for a total fee of $70,000, and

BE IT FURTHER RESOLVED, That formal market and financial feasibility data be supplied by Pappalardo Consultants.

BE IT FURTHER RESOLVED, That the President or Director be authorized to execute any and all documents necessary to carry out the above.

AYES: Commissioners Ross, Boissiere, Dickhaus, Maloney, Ramelli and Vincent

NAYS: None

ABSENT: Commissioner Smith

RESOLUTION ADOPTED: Yes

J. To agree to a transfer of lease from Jolyn and Rusty Johnson into the name of their company, viz. Industrial Clean-Up, Inc., for Boathouse N-15 in the Orleans Marina, and to authorize the President or OLB Director to sign any and all documents necessary to carry out the above.

President Medo stated this was a routine matter, and asked if the rent was up to date on this boathouse.

Mr. Lansden replied that the rent was up to date.

There was no further discussion on the motion, therefore, Resolution No. 9-071890, offered by President Medo, seconded by Commissioner Dickhaus, was unanimously adopted, to-wit:

MOTION: NO. 10-071890

RESOLUTION: NO. 9-071890

BY: President Steven O. Medo, Jr.
Vice President John H. Ross
Commissioner Jerome P. Dickhaus
Real Estate Committee

SECONDED BY: Commissioner Dickhaus

July 18, 1990

R E S O L U T I O N

WHEREAS, Jolyn and Rusty Johnson acquired the lease to Boathouse N-15 in the Orleans Marina from Albert L. Stewart, II, in accordance with Board Resolution No. 8-101889 of October 18, 1989, and

WHEREAS, the Board has now received a request from Mr. and Mrs. Johnson that this boathouse be transferred into the name of their company, viz. Industrial Clean-Up, Inc., which is wholly owned by them.

BE IT HEREBY RESOLVED, That the Board agree to a transfer of lease from Jolyn and Rusty Johnson into the name of their company, viz. Industrial Clean-Up, Inc., and

BE IT FURTHER RESOLVED, That the Board's President or Director be authorized to sign any and all documents necessary to carry out the above.

AYES: Commissioners Ross, Boissiere, Dickhaus, Maloney and Vincent

NAYS: None

ABSENT: Commissioners Ramelli and Smith

RESOLUTION ADOPTED: Yes

The Board returned to Motion No. 8-071890.

A breakdown of the $179,000 was distributed to Board members.

Mr. Lansden explained this was to start from the beginning to identify all line item costs from top to bottom for Phase I and Phase II.

Commissioner Boissiere questioned the high percentage of architectural fees.

Commissioner Maloney indicated this was due to the fee charged for the extra inspection required because of the contractor's errors.

Commissioner Boissiere stated the type of professional service contract he was familiar with was the type where the fee was a percentage of the construction price, not according to the amount of time spent, and asked if this contract allows the architect to bill over and above his set fee.

Mr. Lansden explained the architectural fee runs in the neighborhood of 10 percent of the project. There was inspection included, but it was a matter of so many hours per week. There have been reports on the progress of this project from time to time at Committee meetings, and there were questions about contacting the bonding company and having them come down to make the contractor meet his requirements. The Board told the architect to inspect more. The basic contract is about 10 percent of the project, however, as things unfolded the Board directed more inspection time, which cost more because it is by the hour.

Commissioner Boissiere asked why the extra inspection if the project was not moving forward.

Mr. Lansden explained the project moved forward and stepped back; for example, it took some time before the slab could be poured because so many things had to be reset, such as drain lines and utility lines that were in the wrong places.

Mr. Francingues indicated what happened was due to several subcontractors on the job. It took three months to build the foundation on a five month project. If it had not been for

the inspectors, the Board would not have what it has there now. The contractor was working, it was just that everything was being done wrong.

Commissioner Boissiere asked why the contract was not cancelled.

Mr. McGinity stated he spoke with the architect about cancelling the contract for cause. The bonding company was contacted and will be contacted when the job is over about the extra charges. However, the architect's opinion was that it was not the contractor's fault.

Commissioner Boissiere stated he felt somewhere along the line the contract should have been stopped.

Commissioner Dickhaus pointed out the inspection fees are 17.74 percent of the construction cost.

Mr. McGinity reiterated the bonding company was informed, and they sent a representative here, and they let the contractor continue. The bonding company had a right to pull the contractor off the job and put another contractor on, and they did not.

Commissioner Boissiere asked if the bonding company becomes liable for the additional inspection fees.

Mr. McGinity responded, as far as he is concerned, they do.

Commissioner Boissiere stated, however, this is not verified at this point in time, and pointed out the architect should be at the meeting in order to answer questions.

President Medo stated he did not necessarily disagree with Commissioner Boissiere, however, the issue of resident inspection did come before the Board at a meeting probably about three months ago, and it was explained at that time and approved.

Mr. Lansden reiterated what is being talked about now is already being done or has been authorized; what the Board is looking at in this resolution is Phase II, and this contractor is not part of Phase II. Therefore, the subject before the Board is the Phase II part of the project. The architect and contractor can come before the Board to discuss the things that remain to be done in Phase I, which is what Commissioner Boissiere is referring to.

President Medo clarified the Board had a budget of $644,000; of that $476,000 was budgeted and a contract was issued and that contract will not go over $476,000 because it is a fixed price contract; however, in the $644,000 budget were the architect's fees and provision for inspection; the Board is now at a point where it cannot do Phase II in the $644,000 unless more money is budgeted.

Commissioner Boissiere stated, therefore, in order to accept bids for Phase II this money must be placed into the line item.

Commissioner Ross stated his concern that even with the additional funding the Board may not have enough for the project.

Mr. Chatry stated this was the amount they believe it will take to complete the job. There is money to take care of what is left of Phase I, and to make up the difference between the $179,000 and what is needed for Phase II. He added, there may be a possibility that the contractor on Phase I will be bankrupt.

Commissioner Dickhaus stated in Phase I the architect gets $19,523 to do the project, and in it is a certain amount for normal inspection, however, he has a little more inspection to do than what is expected, so he has to pick up $107,513 on inspection fees; now he comes to Phase II, Commissioner Dickhaus asked, why does the Board have $15,000 in the budget for Phase II for inspection, and why in the first budget, whether Phase I or Phase II, as an architectural fee, did he not have normal inspection. He added, the normal inspection that the architect should do on Phase II should be part of his fee, and there should be no reason to have another $15,000 in the budget.

Mr. Chatry stated, he understood it, the Board's arrangements with the architect provides a flat rate for inspection per day. The $15,000 is generated by taking that flat rate and applying it to the number of days the Board expects the architect to inspect the Phase II contract.

Commissioner Dickhaus asked whether in the base contract there is any provision for any inspection at all in Phase II.

Mr. Chatry replied there is some in the base contract.

Commissioner Dickhaus stated that what is being said is, there is not an appropriate amount of time in inspection, and a lot of inspection is anticipated during Phase II.

President Medo stated, as he appreciated Phase II, there is a $15,000 architect's budget on a $215,000 project, which is less than 10 percent and within reason for Phase II, and it was Phase I that was out of kilter.

Commissioner Dickhaus asked why were there separate inspection services.

Mr. Lansden explained the Board started off with one project; this was done backward from a normal kind of Phase I and Phase II project. The Board started off with one project, and said for certain reasons it was too much, and split it. Phase II amounts to taking out certain identifiable portions of the construction because the insurance did not cover the cost of doing the whole building at one time, and is completion of the project. Thus, it was contracted and bid twice and caused the Board to back out certain other things, such as part of the inspection fees.

Commissioner Dickhaus reminded the Board the architect was not present at the meeting, there is a cost overrun of 27.79 percent, a square footage cost of $316.53, and the architect's architectural and inspection fees represent 17.25 percent of the total project cost. Commissioner Dickhaus stated he felt the Board should wait until it hears from the architect, therefore, he offered a substitute motion that action be tabled until such time as the matter goes before Committee and receives the architect's explanation.

Commissioner Ross asked if delaying action would cost the Board more money.

Commissioner Maloney stated that if the Board approved this item, not a penny is going to be spent until the Board approves the second phase. If this is delayed, the bid process will be delayed.

Mr. Chatry stated the Board has gone out for bids for the second phase, however, bids cannot be opened until the money is budgeted.

Commissioner Dickhaus withdrew his substitute motion to table.

There was no further discussion on the motion, therefore, Resolution No. 10-071890, offered by Commissioner Maloney, seconded by Commissioner Vincent, was adopted, with Commissioners Ross, Boissiere, Maloney, Ramelli and Vincent voting yea, and Commissioner Dickhaus voting nay, to-wit:

MOTION: NO. 8-071890

RESOLUTION: NO. 10-071890

BY: Commissioner Robert S. Maloney

SECONDED BY: Commissioner Vincent

July 18, 1990

R E S O L U T I O N

WHEREAS, the Board approved by Resolution No. 10-072088 of July 20, 1988, the hiring of the Hopkins Company to design a facility to house a laundry, restrooms, refreshment center, and other amenities for South Shore Harbor, for which the Board approved a budget of $468,567 to construct Phase I of the Marina Center by Resolution No. 8-111688 of November 16, 1988, and

WHEREAS, after receipt of bids for all construction phases, the Board by Resolution No. 9-062189 of June 21, 1989, approved a total budget of $644,000 to construct the Marina Center, and approved a bid of $476,000 for construction of Phase I of the Marina Center from Professional Contractors, Inc., and

WHEREAS, additional expenditures have been required to fund more inspection services due to Professional Contractors, Inc.'s inability to meet their construction deadline of May 28, 1990, and to prepare bid specifications for Phase II construction of the Marina Center, and

WHEREAS, on three separate occasions, bids were rejected for Phase II construction because they were either over budget or were not in accordance with proper procedures, and

WHEREAS, all of these factors have caused a need for additional monies to complete the Marina Center construction.

BE IT HEREBY RESOLVED, That an additional $179,000 be added to the construction fund for the Marina Center for a total budget including professional, technical, and construction services of $823,000, and

BE IT FURTHER RESOLVED, That the President or Director be authorized to execute any and all documents necessary to carry out the above.

AYES: Commissioners Ross, Boissiere, Maloney, Ramelli and Vincent

NAYS: Commissioner Dickhaus

ABSENT: Commissioner Smith

RESOLUTION ADOPTED: Yes

IV. COMMITTEE REPORTS

A. STANDING COMMITTEES:

1. Airport Committee, Commissioner Ramelli:

Report and minutes of Committee meeting were included in the agenda packet.

2. Engineering Committee, Commissioner Dickhaus:

Report and minutes of Committee meeting were included in the agenda packet.

3. Insurance Committee, Commissioner Smith:

No Committee meeting held, therefore no report.

4. Marina Committee, Commissioner Maloney:

Report and minutes of Committee meeting were included in the agenda packet.

5. Real Estate Committee, Commissioner Boissiere:

Report and minutes of Committee meeting were included in the agenda packet.

6. Safety-Security Committee, Commissioner Vincent:

Report and minutes of Committee meeting were included in the agenda packet.

B. SPECIAL COMMITTEES:

1. Special Development Committee, Commissioner Ross:

No report.

V. COMMUNICATIONS:

None.

VI. ADJOURNMENT:

There was no further discussions, nor was there anyone who wished to bring any more business before the Board. Therefore, the meeting was adjourned at 5:00 p.m.

Respectfully submitted,

H. B. LANSDEN
SECRETARY

I, H. B. Lansden, Secretary of the Board of Commissioners of the Orleans Levee District do hereby certify that the foregoing is a true and correct copy of the minutes of the Board Meeting of July 18, 1990.

H. B. LANSDEN, SECRETARY