

**NON-FLOOD PROTECTION ASSET MANAGEMENT AUTHORITY
MINUTES OF THE RECREATION/SUBDIVISION COMMITTEE MEETING
THURSDAY JULY 11, 2013 – 2:30 P.M.**

The regular monthly meeting of the Recreation/Subdivision Committee of the Non-Flood Asset Protection Management Authority was held on Thursday, July 11, 2013 at 2:30 p.m., in the Lake Vista Community Center, 2nd Floor, 6500 Spanish Fort Blvd., New Orleans, Louisiana after due legal notice of the meeting was sent to each Board member, the news media, and a copy of the call was posted.

Chairman Hassinger called the meeting to order at 2:30 p.m. and led in the Pledge of Allegiance.

The roll was called which constituted a quorum.

PRESENT:

Chairman Joe Hassinger
Commissioner Greg Ernst
Commissioner Stanley Brien
Commissioner John Trask

STAFF:

Louis Capo - Executive Director
Sharon Martiny - Non-Flood

ALSO PRESENT:

Gerard Metzger – Legal Counsel
Al Pappalardo – Real Estate Consultant
Wesley Mills – DEI
John Holtgreve - DEI
Brett Liuzza - DEI
Walter Baudier – DEI
Chris Fenner – Stuart Consulting
Mathilda Rilovich – Stuart Consulting
Ray Landeche – Lakeshore Subdivision

ADOPT AGENDA

Commissioner Trask offered a motion to adopt the Agenda, seconded by Commissioner Brien and unanimously adopted.

APPROVAL OF MINUTES

Commissioner Brien offered a motion to approve the Recreation/Subdivision Committee meeting minutes from March 7, 2013, seconded by Commissioner Trask and unanimously adopted.

NEW BUSINESS

1) Discussion regarding installation of a cross walk at Brisbi's Restaurant

Chairman Hassinger noted that this item was placed on the Agenda after a discussion with the owner of Brisbi's regarding the speed of cars through that area and the fact that one parking lot that is used by patrons is offset from the restaurant and there is no direct path to the restaurant. There is one crosswalk by Landry's and one closer to Robert E. Lee. The installation of a cross walk at Brisbi's should be discussed. There are a wide variety of crosswalk designs that go from striping to more extravagant crosswalks with lights. Installation of a crosswalk at Brisbi's would help businesses along West End, pedestrians, patrons and the crosswalk will make it safer. Commissioner Trask agreed and stated it is a big safety concern and somebody could get hurt.

Walter Baudier, DEI, informed that crosswalks are currently located to the south and north of Brisbi's and are simply marked crossings. There is an electronic crosswalk in which a button is pressed for pedestrians to cross the street. There is electrical there so it can be done. Someone did get hurt in the past in the area where Brisbi's is located so it would be a good idea to install additional cross walks because pedestrian cross there frequently at night.

Chairman Lupo suggested making a recommendation to the full Board and request DEI to prepare a ball park figure of fees and construction costs for the Board to review. Chairman Hassinger requested that Mr. Baudier attend the next Board meeting and present something to move the process along. The next Board meeting is July 18. Mr. Brisbis seemed very concerned that someone was going to get hit by a car because people are coming over from Robert E. Lee and they are around that curve quickly coming from the east.

Commissioner Trask suggested that the Levee District Police do a speed trap at that location on some occasions to try and slow down the traffic because we don't want to see anybody get hurt. Mr. Capo advised that the Levee District Police are not doing radar at all. Chairman Hassinger requested Mr. Capo contact the 3rd District Traffic Division and request that NOPD do some enforcement at that location and inform them of the increased commercial activity and concern about pedestrian safety. Mr. Capo advised that the posted speed limit from the flood wall to Canal Blvd. is 25 mph, but it is unlikely that there is anybody doing 25 mph. Chairman Hassinger noted that the NOPD did not have to go crazy, but if they are just out there for a little while and they write a couple of tickets word gets around. On one hand, we don't want Brisbi's patrons to feel like they are bombarded or overly enforced with DWI enforcement or something and then everyone would be scared to go to the restaurants out there, but the flip side is somebody may get hit. Mr. Capo noted that the Cypress tree branches start to move down. A tree company should be contacted to see if they could raise the canopy up so the pedestrian crossing signs are more visible and they stand out more.

Mr. Metzger advised that the lawsuit Mr. Baudier was referring to was approximately 15 years ago. A woman came out of Hong Kong Restaurant. With the deductible that the Authority has on the liability policy, it is \$25,000 and the last time around the Authority had to pay that deductible in the lawsuit, which ultimately was settled. It was a very serious matter and they brought in everybody. The deductible is \$25,000 per lawsuit. The Authority has that exposure whenever there is a court action and we are named as a party defendant.

Chairman Lupo addressed the crosswalks and questioned if you would place one in front of the Condominium Association and one in front of Brisbi's, and one in front of Landry's, one in front of Maisan Du Lac and one in front of the Blue Crab. That would be approximately seven crosswalks. Who decides what traffic engineer wants to inform how many cross walks would be placed in the area. I'm playing devil's advocate to try to attempt to solve a problem so that someone does not get hurt, but I don't know where you start to draw the lines of how many signs and where they should be placed.

Commissioner Trask noted the two existing cross walks and informed if the Authority had litigation for the very unfortunate death, it would be a good argument that the Authority tried very hard to get two very good crosswalks. To me that is reasonable. If somebody is concerned about crossing the street they have two venues to cross the street. You can't have 15 crosswalks, but if somebody wants to take their own risk and bypass the crosswalks, so be it. If we have two good ones they have their option.

Mr. Baudier noted there are two crosswalks in that area. They are on the south and north side of Brisbi's. Those crosswalks were placed there based on the traffic pattern. We designed the parking lot and placed the crosswalks there based on the traffic pattern of the parking lot and the traffic on Lakeshore Drive. Brisbi's is right in between. What we don't have is, and we had recommended this a long time ago, is that the crosswalks are not lit. There are no flashing lights. It does say caution, pedestrian crossing. Maybe the way to handle that and we can take a look at this to make the signs lighted and put up a sign that says "Pedestrian Crossing" or some kind of signification that there are pedestrians along that area as opposed to a number of individual crosswalks. Commissioner Trask suggested a sign advising that vehicles yield to pedestrians when the lights are flashing. The pedestrian could press a button to cross the street which would cause the light to flash. Mr. Baudier stated that there is more crossing at Landry's than at Brisbi's, but what happens is vehicles accelerate when they get across the flood gate and by the time they get to Brisbi's they are going pretty fast. It is a unique situation where Brisbi's is located. I will put some numbers together to let you know how much it would cost to put some good signalization out there.

John Holtgreve, DEI, added that DEI was involved in the lawsuit with the crosswalk issue. At the deposition DEI was hammered because the crosswalk was 100 feet further away than the plaintiff's expert witness said it should have been. They had a crosswalk exiting out across the street from that off street parking lot across from the condominiums and one of the big issues that they made over where the crosswalk was, is that it was 100 feet away and how could you expect someone who is coming out of a bar room to walk 100 feet. They should be allowed to go straight across. So that logic in these lawsuits indicates that wherever a person wants to cross a street he should have a crosswalk and that is not feasible. Chairman Hassinger stated that it is not feasible, but if the goal of this Authority taking some action is to prevent someone from getting hurt then human nature is what it is. People are not going to walk down to Landry's to cross the street. I would not, sober or not.

2) Discussion regarding additional signage on Lakeshore Drive regarding swimming in Lake Pontchartrain

Chairman Hassinger requested this be put on the Agenda as a knee jerk reaction to the recent drowning. I know that there are some signs up there currently and I'm not sure that signs play any roll in this or would have played any roll in preventing what has happened. I don't understand how what happened did happen. Would it be of benefit to talk to Lake Pontchartrain Basin Foundation? Chairman Lupo noted that there is no doubt that those signs on the bridges do make sense that say, "No Diving On The Bridge." Like you said, you don't know how any of this happened. But if someone jumps in water when they don't know how to swim, it happens. The signs that try to deter people from swimming in the Lake,

we have had many discussions regarding those signs over decades on Lakeshore Drive. It is not only on Lakeshore Drive. It is no matter where you stop on the whole Lake Pontchartrain because there really is not any difference between a seawall, a breakwater, a marsh, a sandy beach or any of that stuff. Maybe Lake Area Foundation has some federal funds to do something, but more importantly you need to get back with them and see what nationally people are doing. Would we be taking a step that somehow it seems like the more you try and the more you mark things you are saying that you have a different situation than the rest of the lake. I don't see how this is a different situation than the rest of the Lake. Yet, when you mark it you are almost saying that you do have a different situation and then does that create a liability. It seems like the more signs you put up, you are almost saying that you recognize there is a difference. This is a good discussion because you hate to see any of these accidents happen. I was out of town so I got different stories of exactly what happened. Even in the press one said it was in Bayou St. John and one said that it was on Lakeshore Drive. Chairman Hassinger noted one was at the mouth of Bayou St. John and one was further in. They found the body where the barge is. He went in the Lake around there somewhere. Commissioner Ernst noted that the water is shallow outside of the gates because they are dredging. The swimmers that are swimming for competitions are doing their training right there four times a week. Mr. Capo noted that there are signs in that area that say "No Swimming". Commissioner Ernst added that the Authority does not do anything about it because there are competitions out there that we approved that leave from that area. Mr. Capo informed that he did not recall the Authority ever forcing people from the water. Chairman Hassinger noted that the Authority should not prohibit swimming, I think the opposite. Chairman Lupo suggested putting up a sign warning of the inherent dangers to swimming in uncontrolled water. Chairman Hassinger noted that his plan was to contact Commissioner Dufrechou to see if the Lake Pontchartrain Basin Foundation had some thoughts on the issue. Commissioner Ernst questioned how many signs were currently on Lakeshore Drive. Mr. Capo stated there are some signs out there and there may be one in that vicinity. I don't know if it is directly underneath where they are going in, but there are signs. They are small signs, they are not large by any means. The signs just say "No Swimming" or "Swimming in the Lake is Prohibited."

Commissioner Ernst questioned if there was an official policy regarding swimming in the Lake. Apparently there are some signs, but why were the signs put there in the first place? Mr. Capo advised that the signs were put up decades ago by the old Levee District. Chairman Lupo added that they did not have to do with the risks of swimming, it had to do with the Lake not being open for swimming. I can understand the one still being up around the bridges saying, "No Diving Off Bridges". Something tells me that people do that and it is nice to warn people about that because they do not know the depth of the water they are diving into. You might consider that since the Lake is open for swimming now, that maybe those are the signs that have to be removed. Commissioner Ernst stated that there are some areas of the Lake that are safer to swim than others in the sense of the quality of the Lake water, not the safety of swimming itself. Chairman Hassinger advised that he would discuss the issue with Commissioner Dufrechou and report back to the Committee. Mr. Capo stated that Commissioner Dufrechou would know if the DHH released the Lake for swimming.

3) Discussion regarding status of Lake Terrace Fountain

Chairman Hassinger noted that this issue was discussed prior to this meeting. The Lake Terrace Fountain has been discussed previously and the issue of getting the Fountain repaired because it has not been working for quite some time. Where do we stand on that? Mr. Capo stated that he had issued to DEI under an ID/IQ contract to prepare what is needed to repair the Fountain. DEI was to give us several different scenarios as far as the lighting and how many lights the Authority wanted, if full lighting was needed and providing an estimated cost with that. Wesley Mills of DEI is here today to address those questions.

Chairman Hassinger reported that DEI examined the Fountain to figure out if 50, 25 lights or 10 lights were chosen for the Fountain how much the cost would be for each scenario. The 10 light version came to roughly \$71,000 so we agreed to get it done because it has not worked in quite some time. I am looking at an estimate and the revised date is February, 2012 so that is how long we have been talking about trying to get the Fountain back on line. Mr. Mills stated this was correct. We have finished the design of the electrical system in the Fountain itself, but we still have other items that need to be addressed in the plans and specifications. We are at a point to where we can put everything into one construction document and advertise the project. We are looking around on July 19 that we could have a set of construction documents ready to advertise the project or if we go to obtain three quotes for the Committee to review. Chairman Hassinger added that at a previous meeting it was discussed that this issue would be brought to the Finance Committee to confirm that there was money available in the budget. Mr. Capo advised that the design costs were included in the budget only. The repair costs were not included in the budget. We were waiting to hear the numbers on the repair cost. The \$71,000 never made it to the Finance Committee.

Chairman Hassinger noted that the Lake Terrace Fountain needed to be fixed and asked what procedure had to be taken to make that happen. Mr. Capo advised that money would have to be found to make repairs to the Fountain. What we have in the budget this year versus what the actual grass cutting contract is going to be there is a savings to us. We are using part of that savings for the Airport dedication ceremony and we are going to have a remainder. The dollar amount there is approximately \$330,000 that we are going to save based on what was in the construction documents and the proposals for the grass cutting. My recommendation is not to dole out the \$330,000 we have because we may want to increase some of the frequencies going forward next year on the grass. I would like to limit that \$330,000 savings down to \$250,000 that we have to use on other projects. If we are going to use \$50,000 for the Airport that will leave approximately \$200,000 remaining that has been undedicated for certain projects.

4) Discussion regarding USACE work at Orleans Avenue Canal and request by contractor to use green space from current right of way to Mardi Gras Fountain

Chairman Lupo noted that there are discussions underway with Kewitt Construction because they are doing those three outfall canals. They are going to be coming to this Authority to lease space to stage this massive 3½ - 4 year construction project. My understanding after conversations with DEI is that both the Flood Authority, the Corps and Coastal Restoration is in agreement that indeed this Authority will be due some

compensation for giving up all of this green space. Our discussions with Mr. Baudier is that we start to put together a few projects like this and have them provide in kind rather than dollars for the rental. The things that are on the top of our head are obviously the Lake Terrace Fountain, the parking lot behind Shelter No. 1 and some miscellaneous items along Lakeshore Drive. I don't know how long it will be before the contractors need the space they are talking about and when we might be able to have these discussions completed.

Mr. Bauder advised of a meeting with Kewitt to discuss a 3½ acre site that they want adjacent to Orleans Canal which is substantial. In the discussion we had in mind some of the things that Chairman Lupo just mentioned. I suggested to them that they do some things for the Levee District less than Kewitt should bid it for and at the same time everybody benefits. Those items were Shelter #1, Lake Terrace Fountain and there was some mention of the Mardi Gras Fountain as well. When you tie all of these items together, it is not a little bit of money it is a substantial amount of money. I don't know if it is in their budget and if it is I don't think really matters it is a matter of negotiations. We know that they are going to start in September or they expect to gear up and start the construction process. September would be a good time to negotiate with them and get the ideas. If they are going to want this 3½ acres then now is the time to do it.

Chairman Hassinger noted that when we met with them several weeks ago they wanted to get back to us and meet again fairly quickly. Mr. Capo advised that Kewitt called and questioned if we had come up with our betterment list. I advised that we would be meeting today and it is on the Agenda for the Recreation Committee and shortly thereafter we will have our list of items that we would include such as the betterments on the Lakefront. Chairman Hassinger clarified that the piece of land Kewitt wanted to use was discussed and we advised Kewitt that if they wanted to use this piece of land would they pay us rent. Kewitt stated that they did not want to pay any money, but they would do work that was needed. We advised that there was a big list of work that needed to be done. Kewitt suggested some plants by the Fountain, but we advised that more than plants were needed. We suggested work around the Mardi Gras Fountain and Shelter #1. Kewitt advised that they are willing to do work and that was a great idea. We would rather do work at or adjacent to the site. They don't want to do things far away, even as far away as Shelter No. 1. We need to put a list together and what we were talking about was the Lake Terrace Fountain, the flooding behind Shelter #1, the walkway at Mardi Gras Fountain, painting the face of the Fountain, the railing at the Fountain which is part of the 13 feet that is busted and needs to be replaced.

Mr. Baudier stated that there is a feeling that they may do the work, but that is for their benefit and not the Authority's. Commissioner Ernst questioned if Kewitt could legally do that. It seems to me it would be more appropriate to pay us the rental for the use of the Authority's space. I am surprised that they are willing to say that they can just provide some services here and there. I thought that federal requirements were so strict that they had to account for things. It is not mitigation so I don't see how they can justify it. They owe us and I can see that we are entitled to receive compensation, but for them to put it in some other form of services that are somewhat distant from the actual space being leased. I thought the feds were pretty tight on the requirements for the work that they do.

Chairman Hassinger noted that Kewitt did not say they would not pay for the use of the space, they said they would rather do the work. Mr. Capo advised that it was in-kind services in lieu of payment.

Chairman Lupo appointed himself and Commissioner Hassinger as an ad-hoc Committee to go meet with DEI, counselor and start negotiations along these lines. Mr. Metzger advised that Chairman Lupo could appoint committees under the by-laws.

Chairman Hassinger stated that Kewitt seemed pretty willing to be cooperative. They were not super excited about doing work far away, but I think they would rather do that than pay cash. Mr. Metzger noted that if the committee is appointed by the Chairman of the Board and you have a quorum that goes and meets with the contractor you are running into a public meeting issue. Chairman Hassinger suggested not appointing a committee and to just have a meeting with Kewitt.

Chairman Lupo questioned if Kewitt, as the contractor, made a formal request to this Authority to lease certain grounds. Chairman Hassinger informed that there were verbal requests. Mr. Capo added that there was a meeting with Kewitt and DEI was present and Kewitt mapped out the area, but there is no formal request. Mr. Metzger advised that Kewitt should come before this Committee and make their proposal and this Committee should then make a recommendation to the Board. whether to accept it or not. Chairman Lupo suggested to get something formal from Kewitt and come before Vice-Chairman Hassinger's Committee to make a formal request if it is either in writing or in the minutes of the meeting.

5) Discussion regarding the Mardi Gras Fountain Project (electrical modifications at control panel, seal and paint exterior wall, seal and paint Krewe plaque stands, landscaping, steel railing repairs)

Wesley Mills, DEI, advised that there have been some changes under construction and in conversations with Mr. Capo we wanted to come in front of the Board to discuss some of the plan changes because they do affect the contract amount. In conversations with the Corps they have indicated that they would be able to pay for all of the additional work for this change. We don't have anything in writing from them that states that, but in conversations with working through them all of the documents were sent over to them. We are in the midst of scheduling a meeting with them at the site and at that point we will get a formal commitment. At this time they see no reason why they would not pay. It is in regards to work in restoring utilities back to the Lakefront, the seawall lighting, Lakeshore Drive lighting and the area lighting around Mardi Gras Fountain. It is not directly relating to Mardi Gras Fountain. What it is, it is a plan change. The contractor's proposed amount is \$22,120.76. During construction it came up that we were bringing conduits into the control panels that operate the lighting disconnect switches for all of the area lighting and the Lakeshore Drive lighting, seawall lighting. Due to electrical code requirements and requirements of Entergy to power up the system, they required that the conduits not be obstructing operation in front of the panels. This will put concrete over those existing conduits that are coming up as well as pouring a slab off of the Pavilion and extending the gate around it so that an additional panel could be added to operate the seawall lighting circuit. At this point, DEI is still trying to schedule a meeting with the Corps to get a formal acceptance. However, the contract is about to

expire and we do need to proceed with this work because it is work that needs to be done for the system being un-operational and it seems that the Corps is very open to paying for all of the costs. If for whatever reason they do not pay for all of the costs, I am in conversations with the Flood Authority because it does relate to their seawall lighting. The Flood Authority did acknowledge that they would pay some portion of it if we would separate a portion for the board that relates to the seawall.

Chairman Hassinger questioned when the Mardi Gras Fountain would be operational. Mr. Mills stated that as of next week you will start to see it coming on line. We will start operating the pumps and working through the system, flushing it out. The contractor has indicated that around the 25th of this month he would like to have anybody from the Board stop by and he will do a display of the lighting patterns that they have programmed and also he has brought two sets of nozzles on site to switch them out so the Board can make a selection of what type of nozzle they would like to see within the Fountain. Next week you will start to see some activity out there, but we would like to schedule something with whoever is interested in making those selections.

Mr. Mills stated that there are a few additional items that have come up and have been previously discussed in regards to the Corps improvements. If you would like to seal and paint the Krewe plaque stands we have requested a proposal on several items from the contractor because we know it was work that you may be interested in. I would like to bring those to you to make a decision.

The first one is sealing and painting the Krewe plaque stands. It is where the 12 Krewe tiles sit within the pre-cast stands. That would be painting and sealing those. The contractor proposal for 76 total stands and his proposal is \$23,469 to do that extra work. Also, painting the three foot exterior wall that is approximately three feet high around the fountain basin. That was not included in the original contract and it was not a FEMA eligible item. We did request a proposal from the contractor which was \$4,839 and it may be something you would like to consider. After the fact during construction we found 13 linear feet of steel railing that had been bent after our assessment. It is due to vandalism, not storm related so FEMA would not find those repairs to be eligible. We do have a bid price from a contractor who will fix it for \$3,380. Another item is around the fountain basin, in the contract we sod a two foot ring around the fountain basin that under the current contract was sod. There has been some interest in possibly putting back landscaping with Holly bushes or decorative pavers landscaping with rocks. This is something for the Board to consider. That is about it for the additional items.

6) Discussion regarding the Supplemental Agreement for Resident Inspection Services for the Lakeshore Drive Utility Completion Project

John Holtgreve, DEI, reported that this relates to a request for supplemental increase in fee for Design Engineering for Resident Inspection and Construction Administration Services on the Utility Crossing Project. The project was originally set up in 2009 and the proposal that was in place at that time that was approved was set up with Construction Administration was set up with the Design portion and also with the Bid portion and that was done in 2009. The project had been designed and delayed on more than one occasion from the history that we have gone

over with the Board on several occasions. We had asked for a Supplemental Agreement to the project which the Board granted to us to adjust the hourly rates from the 2009 rates to the 2012-2013 rates. That agreement was approved. This project was set up to extend for five months. The contract five month period ended in the middle of April 2013. These proposals were prepared and it was recognized that the work was going to extend significantly beyond the April deadline. So the Construction Administration fee and the Resident Inspection Fee, had it ended within a week or two of that deadline, it would have been more than enough to make sure we had our fee in there and you got the services that you wanted us to provide. Since it is now ongoing through at least the end of July, and that was anticipated when I put these proposals together, one was done at the end of May and the other one was done right at the beginning of June for the Resident Inspection and the Construction Administration. The Resident Inspection increase request is approximately \$100,000. That is for full time inspection on the job sit by DEI. The Construction Administration Services is approximately \$33,000 and there is a man hour estimate and summary of scope of work items included in our proposal that was sent to Mr. Capo and it identifies the hours and the services we would provide during this extended period of time. The invoices that we have sent to the Levee Board since the end of our contract time, we have invoiced that we have continued to provide Resident Inspection and the Levee Board has not paid because they don't have an agreement to pay. We have expended through the end of the last invoice in June approximately \$57,000 over and above the previously approved Resident Inspection invoice. We anticipate through the end of July or early August that it may add another \$17,000-\$18,000. So the proposal is requesting \$100,000 but the actual amount that may be needed is approximately \$85,000. We are only paid based on the hours we spend and the hourly rate. When we submit our invoices to the Board, we back them up with time sheets and then the approved rates. We are asking for the Board's consideration, although it is slightly after the fact and unfortunately a lot of these things you don't know the answers until you get to the point where you are nearly completing and you are anticipating on the end what it will be. We are asking for the Committee's consideration in recommending approval to the Board to extend these contract amounts. Commissioner Ernst noted that this should go before the Finance Committee. Mr. Holtgreve advised that both contract amounts are under the reimbursement program with the Corps of Engineers. Both of these items even after they are extended are within the budgeted amounts that the Corps of Engineers previously agreed to for both Resident Inspection and for Construction Administration. The Construction Administration amount was \$130,000 plus or minus what the Corps agreed to in their budget for this project. The total that we anticipate now would be approximately \$99,000. The Resident Inspection is based on what we think it will end at which is approximately \$85,000-\$86,000. It would be in the range of approximately \$200,000 and the Corps budget was \$231,000 for these services. DEI is within the budget and the Corps has not indicated that there will be any changes to their budget. They don't want to add things necessarily sometimes but if it is scope of work issues that is not a problem. It is in the Corps budget right now. Chairman Hassinger clarified that it is all reimbursable. Mr. Capo added that this is within the budget that the Corps has approved. It is before the Committee today is that it is a change order that is over and above what was originally approved by the Committee and the Board. It is well beyond what I can approve so it would have to come to the Committee for approval and the

subsequently to the Board for their approval. Commissioner Ernst noted that even if it is reimbursable, is it something that should still be considered by the Finance Committee. Mr. Capo stated that it should and could be brought to the Finance Committee also this afternoon. This was actually above the Recreation Committee and that is why it is on the Recreation Agenda dealing with the utility crossings. Commissioner Ernst questioned the delay in getting reimbursement. Mr. Capo advised that this was a cost reimbursement. The Authority expends the monies first, submits the invoices and the checks to the Corps. It has been pretty fast, approximately 30 days. Commissioner Ernst noted there should be no cash flow issue with putting out a lot of money and having to wait to get reimbursed. Mr. Capo stated that there has been no cash flow issues to date.

Mr. Mills stated that in conversation with the Corps, they are aware of this change. If it does go over budget, the Corps would reimburse us the actual costs that are reasonable.

Commissioner Ernst questioned if this issue would go before the Finance Committee or if it would be brought to their attention. Mr. Capo advised that this would be placed on the Finance Committee Agenda for the next month's meeting.

Commissioner Ernst offered a motion to recommend to the full Board approval or the supplemental agreement for residential inspection services to the lakeshore Drive Utility Completion Project, seconded by Commissioner Trask and abstained by Chairman Hassinger.

7) Project update and schedule for the Shelter No. 3 Replacement Project

Mr. Mills put together a brief Power Point slide of renderings for Shelter #3 Replacement Project.

Mr. Mills stated that two weeks ago when this issue was reviewed there was a 60% review meeting so we prepared 60% plans and specifications and submitted them to the Authority. Two weeks ago we had a review meeting with several members of the Board to discuss the design and get input in moving forward with the project. One question that came up at the meeting was what the completion date would be for the designing and advertising and building of the project. We looked at the schedule after having the review meeting and we are in a position that we can submit a review set of plans for the Authority, a final review set on July 31, 2013. At this point, typically, the Authority would review the plans for 14 days and then we could finalize the plans within one week. At that point the project could be advertised for construction. Toward the end of July there will be a full set of plans together for the Committee and Board's review and then shortly afterwards we can finalize and incorporate any comments we may have. We brought some renderings of Shelter #6. This is part of the 60% design. There is also a night shot of what the Shelter may look like at night. There is a three dimensional elevation view and we will have cast in place benches and tables and also have a pre-cast decorative seating area which is better shown in the next slide. There is shell shaped pre-cast benches. The Shelter should accommodate approximately 100 people. This is just one of the 60% design plans with an elevation view of the building looking south and looking north. The two structures that look like towers are the rest room facilities. The finishes will be green, tan and

brown of the exterior building. There is some discussion that we had at the meeting whether to use a security screen door or a solid door. Chairman Hassinger clarified that on the buildings there will be no paint. It will be this colored CMU that is resistant to graffiti and markings. Mr. Mills stated if there was any graffiti it should easily wipe off.

PUBLIC COMMENTS

Ann Duffy – Lake Oaks

Mrs. Duffy questioned what would happen to the old Levee Board Police Station. The building is still there; are there any plans for the building. Mr. Capo informed that there was someone looking at the building, Constable Boissierre, but I believe that he is not interested in the building any longer. Mrs. Duffy noted that the Constable was encouraged to go to the Airport. Mr. Capo stated that the Authority would have to move to demolish the building. The Constable brought his contractors and termite people through the building and was advised that there was severe termite damage. It was my understanding also that the tanks that were in the ground that were removed in the 1980's when we took over the site, and I'm not 100% sure now, I need to check with Gerry Gillen, but I thought that was the disposition of the tanks. From here we need to demolish the building and turn that area into green space.

Commissioner Ernst questioned if the demolition of the police station would take place soon. Mr. Capo advised that this is not in the works at this time. Chairman Lupu noted that Constable Boissierre was still looking at that approximately 6 weeks ago and it all just changed when we had a meeting out there and Commissioner Saizan advised Constable Boissiere that there was space in the Airport. This all happened in the past couple of weeks. Commissioner Ernst questioned if the Constable leased space in the Airport, what kind of presence would the Constable have? Is this just parking cars. Chairman Lupu advised that constable Boissierre would have offices located in the Airport Terminal Building where his office would pick up their service packets and they would go out and do their work. It will be great not only for whoever runs the restaurant there. It will be some business and it will be in fact security for the building. The staff is rather small but the in and outs will be numerous. Mr. Pappalardo stated this was not discussed. The space the Constable is looking at is approximately 600 feet and that is divided into two offices. It is the old police station at the Airport prior to Katrina, it is in those two rooms. Those are the spaces that he has identified. He indicated to me that it would strictly be a satellite office that he could technically have anywhere, but it is going to be a drop off-pick up point for his people and it may be manned by one or two people. The Constable will be paying rent for this space. Commissioner Ernst noted that the Constable not only does evictions, he also does service on all claims in small claims court and that is a lot of work so that could be a lot of traffic.

Mrs. Duffy noted that there is a lot in between the Chapel of the Holy Comforter and where the Lutheran's were and that lot is owned by the Mormons. The Mormons have that lot for sale. They are asking \$860,000. When I called the realtors I noted that the price was rather expensive for a Chapel to buy and start a building from the ground up. The realtor stated that the lot would not be sold to a Chapel. I informed him of the zoning and he informed me that the zoning would be changed. I am just wondering how that is done. Chairman Hassinger stated that there is a restriction in place that states the lot has to be for a religious purpose.

Chairman Lupo stated that even if there is no restriction, I can't imagine a scenario as being the largest land owner there would agree to a zoning change. Mrs. Duffy stated that Shelter Numbers three and four would be very close together. Chairman Lupo advised that the Shelter had to be placed inside of flood protection. To be inside flood protection there really was nothing west because there is already two shelters there and when you go east you have UNO and Mrs. Duffy's neighborhood and the next time you have anything that the Corps would have approved, that is the last resort.

Mr. Holtgreve advised that Wesley Mills will be leaving DEI and going back to his home state of Florida to open up his own shop. We brought with us Mr. Brett Liuzza who will be working with Mr. Baudier and me to try and keep this thing going for the Board.

ANNOUNCEMENT OF NEXT MEETING

Chairman Hassinger announced the next Recreation/Subdivision meeting is scheduled for Thursday, August 1, 2013 at 2:30 p.m.

ADJOURNMENT

Commissioner Ernst a motion to adjourn, seconded by Commissioner Trask and unanimously adopted.

The meeting adjourned at 3:07 p.m.