

New Orleans Municipal Yacht Harbor Management Corporation

MINUTES OF THE BOARD OF DIRECTORS MEETING

July 9, 2019

6:30 p.m.

Lake Vista Community Center, 6500 Spanish Fort Blvd, New Orleans, Louisiana

The meeting was called to order at 6:40pm and requested a roll call by Ashlyn Graves.

Board of Directors Present:

Ashlyn Graves
Thomas Forbes
Connie Uddo
Howard Rodgers
Reginald Smith
Warner Tureaud

Board of Directors Absent:

David Halpern
Alva See

A quorum was present.

There were no amendments to the Agenda.

The agenda was approved and adopted on a motion by Ric Smith, seconded by Ashlyn Graves and the motion was unanimously carried.

On a motion by Ashlyn Graves, seconded by Thomas Forbes, and unanimously carried, the minutes from the regular meeting of May 14, 2019 were approved.

Action Items:

1. Mr. Tureaud said, "As you know, our auditors came in last month and distributed the audit report to everyone of the board members and should have had time to review and forward any questions to the staff or the auditors." Mr. Casey said, "This is a standard resolution that has passed as Warner referenced usually typically the meeting after the auditors present the financial audit, and it was a clean audit for those of you who may have been here at that meeting. There were no issues with the financial audit. This is just a resolution accepting the 2018 audit." Mr. Tureaud asked, "Any questions or comments from the Board?" Mr. Smith said, "Although I wasn't at the last meeting, I had reviewed the audit and I found it to be in line with what it would look like." Mr. Tureaud said, "Okay."

Mr. Tureaud said, "The motion passes thanks to staff and Ric for another seamless audit. Mr. Casey said, "This is the second audit with the current auditor."

On a motion by Ric Smith, seconded by Ashlyn Graves, and unanimously carried, the resolution "Authorizing the Acceptance of the 2018 Audit" was approved.

2. Mr. Tureaud asked, "Ric, do you want to take this one or will Taylor take it?" Mr. Smith said, "Why don't I go ahead and take this one. Through the process of developing the waiting list and we have been approached numerous times about 'what about people wanting to get on the waiting list, but don't have a boat and want to buy one'. At the state when we first started with the waiting list, we felt that it was the most important thing that we needed to do was to take care of people who needed a place to put their boat that they already owned one. But we do need everybody who has a boat that wants to get their name on the list and probably most boat owners have had an opportunity to get on the waiting list, so we amended the process where somebody planning to acquire a boat can put their name on the waiting list. The process is that they would be contacted when their name came up and they would go on the order on the list. That they would be contacted when a slip is available, and if they wanted to secure a commitment for that slip, they would pay a reservation fee which is really equivalent of the quarterly rent. And they would be given three months to allow them to acquire the vessel moving into the slip. If (say they order a new boat, and it takes longer to get it), they would be allowed an additional three months with the payment for an additional three month reservation fee. If they don't complete the transaction by then, the reservation fee is earned by the harbor and they can go to the back of the list. Most of the people that are that serious about it will then be able to complete the transaction. So it does allow that. That is a copy that we

distributed to everyone. We did receive one additional comment, and was in the section entitled, "Maintaining status on the waiting list" which basically said, "we are going to give you ten days to notify us, and if we notify you we need to hear back from you in ten days." We thought that was probably a little tight because if someone is gone for ten days without email, they aren't going to see that, so the recommendation was made that we increase that to 30 days and I would present that as the version that we would be looking to adopt. Does anybody have any questions on that change, or on those changes? Anything from the audience? We are now trying to fine tune things, so that as we go forward with the process, people feel that it's very inclusive."

Mr. Tureaud said, "Motion passes, thank you Ric."

On a motion by Ric Smith, seconded by Howard Rodgers, and unanimously carried, the resolution "Authorizing the Waiting List Rules for the Restored Harbor" was approved.

3. Mr. Smith said, "The next Resolution authorizes the Slip Selection Process for the existing tenants who are in good standing. Everything listed on page one is over since all of the tenants have been moved to the East side, and we are getting closer to the time when we need to do slip selection for tenants to choose their permanent slip. We've tried to simplify the process that was originally listed for phase two. By ninety days in advance of the availability of the West side of the harbor (possibly a little bit earlier), we will hold one lottery where the numbers will be picked to determine the tenant's selection position. Then the tenants or their authorized representative are encouraged to attend (as their names are pulled), but there is not a requirement because it is just purely pulling a name and assigning a number. But then, no sooner than two weeks later, a meeting for the actual selection of the slips will be held and at that time, the tenant or their representative does need to be there because slips will be picked in order, and when somebody's turn comes up they will say whether they want to be on the East side or the West side and they will pick a slip. If the tenant or his representative is not there to make a selection, the name will be passed over and no slip will be selected by the harbor personnel. After all tenants who are present have made their selection, a slip will be assigned by the MYHMC representatives for the absent tenant in the order of their lottery number. MYHMC will pick a slip that is beneficial to us, but they will at least have a slip at that stage. And those will be, we'll be going through those numbers in the order of the lottery. As part of the process, each tenant will sign a new lease at the current slip lease rates, the ones that we approved here two meetings ago, so we are looking at that stage of the game to have everyone sign new slip leases prior to going into their slips. The new lease must be signed, all documents received, up-to-date of insurance and registration, and all rents and fees paid before the tenant can occupy the selected slip. After all existing tenants have been assigned new slips, we will then look to those on the waiting list and will start that process because we want to get the harbor filled as soon as possible, because

now we can't take on the additional expenses of having a big new harbor with electricity and water without additional income. That's the process.

Mr. Smith continued on to say, "Phase three...and that's where we let people who have been assigned slips but didn't quite get what they wanted move around and, you know, as was in the original phase three we are happy to accommodate them, but there will be a fee for doing it. So the best thing is to get there, make your selection for where you want to be, and get the best slip that you can because then it would cost you later to move around. That encapsulates what's in the process itself.

An audience member asked, "You have to wait until you have power and water on east and west?" Mr. Smith answered, "No, because it would appear that we will in this time frame have power on the east side." Mr. Casey said, "First on the East, before the West side, but we don't know a date on that yet."

An audience member asked, "So if someone wanted to go west, you are going to do this process where you can go to the west and free up some of the slips on the east?" Mr. Smith said, "Correct". The audience member continued on to say, "And I would assume that once you have power on the East side that even if you want to go to the west, you are going to start charging for a rate on those slips that are occupied in the east. I would assume that you are going to do that." Mr. Smith said, "When somebody is in the slip that has full power and water, they will be charged the rates that we approved." The audience member said, "If they can move to the West if they want to, and until they get water and power they will be charged what you are charging now, I guess." Mr. Smith said, "Yes".

The audience member said, "The reason why I asked that question is because I would like to move if there is a slip available, and I am high up the waiting list. If you have a slip on the East that is available at the end of September, or when you all have power and water I've got to have power and I'm ready to move." Mr. Smith said, "That is exactly what I am contemplating. There are empty slips there right now." Mr. Casey said, "A few, not many." Mr. Smith said, "Not many, but there are several empty slips there right now that we would like to fill, but we need to go through the process of finding out who wants to be where. If we do that and some tenants leave to go to the West side when it's ready, then there will be more slips to go farther down the waiting list."

Mr. Tureaud said, "Your boat needs a 60 foot slip." The audience member said, "There are two totally empty 60 foot slips." Mr. Tureaud said, "That was the point that I was getting to. I don't know every boat on the waiting list. Taylor and I talk about it, but from my last check and our last meeting, we didn't have a lot of people waiting for 60 foot slips. Am I correct, or has that changed?" Mr. Casey said, "Wayne and I talked about that, and there may be half a dozen." Mr. Tureaud asked, "On the waiting list?" Mr. Casey said, "On the waiting list...total that needs a 60 foot slip." Mr. Tureaud said, "Yeah, but we have more than half a dozen." Mr. Casey said, "But you are higher than the others on the list, but we also don't have power."

The audience member continued on to say, "This process accommodates that if I am high enough on the list, and there is a slip that I can get into." Mr. Smith said, "That it is our intention to fill slips as soon as people who have made their choices." The audience member said, "I want to help." Mr. Tureaud laughed. Mr. Casey said, "Please understand that there are a myriad of other issues that have been discussed at this meeting such as a new slip lease that Tom has been working on with outside counsel and the City Attorney's Office, on rates that we've been working on with the City such that a lot of things have to happen. We feel like jugglers in a circus because we are dealing with numerous items on a daily basis. And Warner knows better than anybody else because he and I talk a lot about these issues and Ric does as well. We have a lot of things that have to fall into place before...it may sound simple saying, 'Oh, we're going to have a new lease, let's sign a new lease.' We've got to go through the hoops." Mr. Smith said, "We can't have somebody move in until we have the new lease, but we are working through that process and there is an urgency about it because we need to get people off the current lease rates." Mr. Tureaud said, "Right."

An audience member said, "You may have already asked this question but I assumed that once the lottery and existing tenants are allocated then you go to the waiting list. Do you take new tenants in the order that they are on the list?" Mr. Smith said, "That list is on our website. The website is back up. And as we start actively looking at the list, that list will change frequently, so those who are on the waiting list visit it on a frequent basis. The people who are in the harbor now get to their final selection before anybody on the wait list is given an opportunity. We are going to take care of our existing tenants who are following the rules before we go to the wait list. We are going to put pressure on moving that process through so that we can move on and get our harbor occupied." The audience member said, "But if one of those people have a favorable lottery number, but yet there is still a number of slips." Mr. Smith said, "The wait list is not a participating lottery." Mr. Casey said, "Absolutely." The audience member said, "But we do have is a phase three that you talked about and I just assumed and I am curious why phase three happens to not be on the waiting list." Mr. Smith said, "Phase three is really meant to say because we are going to try to get everybody in the best slip that's available in the harbor. The best slip that's available for them, okay? And if somebody can't come to the meeting, they need to designate somebody...hey, I want to be...or they need to let us know what their preference is. You can't hold everybody's hands and just...you got to move forward with the process. And there are no charges during that time when we are moving existing tenants around. Now we get the existing tenants either actually in their slip, or they know where their slip is going to be. Everybody is as happy as they are going to be of the current tenants. And then we go to the wait list and we start, you know, we would know which slips are then not going to be occupied and we would go down the wait list for the appropriate sized boat and for the appropriate sized slip. But everybody can't be in the first slip on the 40 foot pier, you know, right next to the yacht club. It doesn't work that way, so there may some people that aren't happy because 15 years ago they had an excellent spot. So phase three is really kind of after we assign all those slips the first time, and if somebody moves out and eight people want that slip

and we would have to have a process to do that.” Mr. Tureaud said, “I don’t know if Taylor, Ashlyn, and Ric...you may remember this...there was a meeting that we had that called for a design objective that would have emptied out the harbor, and we said, ‘No way. We are not going to sign off on this.’ We could have had this done probably a little sooner or a lot sooner, but where would you go? If we the Harbor tell you that you would have had to vacate in order for construction to take place. And this was actually presented to us as a serious design criteria to which we objected. Initially it was easier and cheaper to kick everybody out. How many? One hundred thirty and just kick you out. It would have been a lot cheaper because they could have mobilized and constructed both sides at the same time. We would have been finished sooner, but again this Board said, ‘Where would you go?’ So from the onset, it would have been cheaper and quicker for us to not have everybody’s interest at hand, in mind, and just do the cheap, easy way which this Board would never agree to do. So we appreciate the people who stuck with us (like Ric eluded to) for the last fifteen years. This is being paid for as a result of the City’s settlement of the FEMA Claim, although the existing tenants have not had power and water at their slips, now we want you to enjoy the new facility. Although we want to fill the harbor with existing and new tenants, we don’t want to forget about the people who stuck with us. So I think you will find that the process will be favorable to existing tenants and be fair to everybody. It’s just a little bit of history to know what frame of mind we are in.” Mr. Smith said, “We have no agenda other than filling the harbor with people who want to be there and are willing to live by the rules.” Mr. Tureaud said, “Well said, thank you Ric.”

Mr. Smith asked, “This will all be posted out on the website, right?” Mr. Casey answered, “Yes, we will update and repost a number of different things from this meeting.” Mr. Tureaud said, “The only caveat that I would have is that, you know, I have had many conversations with Taylor and Ric while this was going on. Ric did most of the heavy lifting on this helping Taylor. As Board Members we are going to get asked about this particular process, so it would be good for all of us to become familiar with this because we will be asked. It would be most helpful that everyone on the Board would at least have a working knowledge of how this particular process will work, because it has been a long time coming in and it’s very vital to how we move forward, so that’s my only request and I thank you for listening to that.”

On a motion by Ric Smith, seconded by Thomas Forbes, and unanimously carried, the resolution “Authorizing the Slip Assignment Process” was approved.

Information and Discussion Items:

1. Boathouse Lease Extensions and Transfers were discussed by Mr. Casey. Ms. Graves will now report on the Boathouse transfers that took place in the month of June. Ms. Graves said, "For the month of June there were four boathouse transfers. Boathouse #3 in the amount of \$7,950; Boathouse #137 in amount of \$12,750; Boathouse #17 in amount of \$9,150; and Boathouse #57 in the amount of \$9,750. The total amount that MYHMC recognize in transfer fees for the month of June was \$39,600."

Mr. Tureaud asked, "Ric, can I put you on the spot and it's okay if you don't know. What did we have for boathouse transfers for the year? Because that is a lot for a month." Mr. Smith said, "Yeah, that was an especially a big month." Mr. Tureaud said, "Sure, that was a great month actually." Mr. Casey said, "Those were really that first boathouse transfers we have had this calendar year as I recall. Right Wayne?" Mr. Smith said, "It looks like we maybe had \$18,000 for the year. I am assuming because it's \$9,000 through June, so it probably got spread throughout the year." Mr. Bloom said, "It's \$1,500 a month budgeted." Mr. Smith said, "Okay. So \$18,000 for the year." Mr. Tureaud said, "So it surpassed our year by almost \$17,000." Mr. Casey said, "And one of the things, and we are getting ready to go through this again in terms of budgeting for 2020 is that we had a discussion that we had a lot of boathouse transfers that have taken place since 2013 when the sixty year extended lease was finally approved. And we figured that things would start tapering off to a point, and quite honestly at the beginning of this year during the first half of this year, Wayne and I had talked about the possible reduction in transfers this year, and all of a sudden we had several occur. I just wanted to mention that it is extremely difficult to project because there are a lot of unknown factors that we had no control over." Mr. Tureaud asked, "Don't you have a crystal ball?" Mr. Casey said, "I wish I did. A couple of these boathouse transfers...I am quite aware of how they came about and I get it. No one saw it on the radar. I am just asking that you surpassed it. That was not on purpose to make that comment." Mr. Smith said, "In our private industry we won't make you then make that the budget for next year." Mr. Tureaud said, "No, we won't do that." Mr. Casey said, "That's why we decreased it from what it was last year because we thought..." Mr. Tureaud said, "And it makes sense because we had such an influx because of the lease extension. I would ask Wayne every meeting, 'How many more lease extensions do we have that is still out there?' because in my mind that gives me a sort of a number of what is to expect in coming years."

Mr. Casey said, "In fact one thing that I would add to this report is that in addition to the boathouse transfers during the month (in fact Ric will probably report on this in the Financial Report) is MYHMC received a \$5,000.00 lease extension fee for boathouse #17 for them to extend their lease to 2068." Mr. Tureaud asked, "So how many do we have now Wayne?" Mr. Bloom answered, "Five." Mr. Casey said, "Five or six remaining. We still have some laggards that haven't exercised their options but we've finally gotten a few others." Mr. Tureaud said,

“And as Ric said we have a \$30,000 increase next year in boathouse transfer revenues. I don’t see us getting that. I was just pointing that out. I remember it being a much smaller number than the \$33 to \$40,000 that we had on it. That was my only reason to comment, but you need to get yourself a crystal ball.” Mr. Casey said, “Wayne and I had one in terms of what we are working on.” Mr. Tureaud said, “When the meeting is over I’ll tell you about how I do one of the projections on my job.” Mr. Casey said, “Okay, I would like to hear that because I used to have to do five year projections for a company I worked for years ago, so talk about something impossible.” Mr. Tureaud laughed and said, “Yeah, exactly. Yeah, pretty much.”

2. The FEMA Update was presented by Mr. Casey. There were five items: 1.) The east side comfort station is progressing and the block work has been completed; 2.) TKTMJ has informed MYHMC that the east side water system has passed the water quality tests, although they have not provided a letter confirming that. So that is why any of you who are boat slip tenants in the harbor currently, we have not sent out another email to tell you that it is okay to drink the water and put it in your holding tanks because we don’t have that piece of paper in our hands. Mr. Tureaud asked, “Taylor, do we have any posted in writing, and do we have that posted on our website advising people not to drink the water?” Mr. Casey answered, “We sent an email out to everyone. We don’t have it on the website.” Mr. Tureaud asked, “Can you put it on the website?” Mr. Tureaud said, “I think we are about to get the letter from TKTMJ. They said they have a lab report that indicates everything passed after they chlorinated the lines.” Mr. Tureaud said, “Yeah, unless we are going to get that letter tomorrow, I think we should have an official notice to people who may not have gotten the email, it’s posted on the website, talk to TKTMJ about placing the sign up telling people not to do it. It is going to be another week or two, and we don’t want people not to know and start drinking the water and getting sick.” An audience member asked about the contractor waiting on the letter. Mr. Casey said, “The contractor was waiting on his subcontractor, the mechanical contractor, the plumbing contractor who pulls the samples.” The audience member said, “The City, the state, the DEQ...” Mr. Casey answered, “They I believe have an independent testing lab. See this is a little different than the Sewage and Water Board running tests on a subdivision in Orleans Parish that allows a contractor to tie in a water line into the City’s water system. This is all behind the water meter as opposed to a line that Sewage and Water Board controls, so it’s a little bit of a different process.” An audience member commented about the water leaks in the system. Mr. Casey said, “There have been times when leaks have been discovered that the general contractor has to have his subcontractor turn off the water and repair a leak, and then they have to go through and flush the system and relieve the system and get any air out of the system, so to restore the pressure. Now I will tell you last week we had a water pressure problem at our office that was a Sewage and Water Board issue. We don’t know where it was, but we were getting a couple of calls asking about what was going on with the water, but it was restored by the end of the day. Mr. Tureaud asked, “Did we ever get an answer from TKTMJ with respect to the water bill for the East side. Is it from the construction side, or are we going to get

a bill from Sewage and Water Board. I never got a response from TKTMJ. Ric, were you there when I asked? I never got a response to that. I had to formally find out.” Mr. Casey said, “I thought we talked about this. The answer on that is that MYHMC as the entity had to apply for the meter for the water for the east side of the harbor.” Mr. Tureaud asked, “So there is no meter right now?” Mr. Casey said, “There is a meter. For awhile there wasn’t.” Mr. Tureaud asked, “The meter is in whose name?” Mr. Casey answered, “The meter is in our name, and we had to put up a \$1,000 deposit for it as well as the fire protection system that is usually a dry system.” Mr. Tureaud said, “So the meter is in our name, so when TKTMJ is running all these tests because I think you were there, and someone jokingly said, ‘Well, let’s just it run for three or four days’ and I said, ‘Well, who is going to get the bill? I didn’t get an answer. And I remember this conversation and you and I talked for hours on end.” Mr. Casey said, “Last week when we talked about this, and I think while you were out of town was the fact that this is on us now, and this is a part of process of flushing the lines and it’s like building a house; 3.) The construction of the West side of the harbor is progressing with the floating dock system. We’ve been out here and they are moving a little bit faster because they had already brought in sections that they had start pre-assembling and storing in other areas; 4.) Capital Projects issued a notice-to-proceed (NTP) to Battco Construction on Monday, July 1st for the Administration Building. Today someone from Battco stayed on site to start assessing the site conditions and some of the other things that they need to start doing on that job. Which we knew that it was coming, and it was just a matter of when the contractor was going to be able to get the building permit. We got all of those issues resolved, so that’s happening. The contract with Ken Zito is in process.” Mr. Tureaud said, “But we got a notice-to-proceed from the City.” Mr. Casey said, “That’s for the work that is covered by the FEMA Claim. The additional work that we may want to do to the building is in the contract with Ken Zito with Sizeler and it is separate and apart from the FEMA claim, because FEMA will not pay for those items.” Mr. Tureaud said, “Yeah, I am aware of that, but what concerns me is that we don’t have to fix something twice. In other words, Ken’s idea may say do ‘X’ with FEMA, and I know we have to do like-kind with FEMA but there may be some common sense things that we may say don’t do”. Mr. Casey said, “Unfortunately there are no common sense things with FEMA. Don, Jack, and I were talking about that before the meeting started.” Mr. Tureaud asked, “Any idea of when the contract with Sizeler for Ken to do his work will be in the system?” Mr. Bloom answered, “It processed awhile ago.” Mr. Tureaud said, “Yeah, I forgot to ask you.” Mr. Casey said, “The City has actually changed the contract processing system in purchasing between an integrated computerized system. It doesn’t impact us because we pay our own bills, but in terms of contracts, bill payment, Finance Department, purchasing, and all of the different entities that operated as individual entities are now being unified into one.” Mr. Tureaud said, “I don’t want to put the cart before the horse. I would hope that Ken is on board before this construction process starts.” Mr. Casey said, “Certainly he is on board because he is involved with the construction process and his plans on what is being built. For example, when you tear down a wall and you make one room two

rooms, FEMA won't allow that. It makes perfect sense to us to have a bigger area for a future conference room in our own building, but they have to finish the FEMA work before we can do the work. We can't go and tear something down while the FEMA work is still going on." Mr. Tureaud said, "Well, that I didn't know. Okay." Mr. Casey said, "I'll leave it at that." Mr. Tureaud said, "If you are going to do something, and we may have to mess it up to do what we are doing you would think they would allow us to do it, whatever it is and then go back." Mr. Casey said, "Warner, that's the 11th Commandment. You are not allowed to do it."; and 5.) A Breakwater Drive Community Meeting was held on Thursday, June 20th at 6:00PM by the Department of Public Works (DPW) at the Lake Vista Community Center. DPW is in the process of issuing a notice-to-proceed to TKTMJ for the Breakwater Drive/Park Shoreline Restoration job. So that is in process but the notice-to-proceed has not actually been issued. From my understanding it's about it and they were waiting on a coastal use permit for that item. That concludes the FEMA files.

There was a comment from someone mentioning, "About concrete used to increase the rip rap along Breakwater Drive. Is that a fact?" Mr. Casey said, "Yes. The thought process was that it made perfect sense with these two different jobs not pay someone in a contract to haul those piers away (at the stage of it) and as opposed to go out and having to buy rip rap for this next project that has been approved by FEMA as a repair and as a mitigative measure process to build a concrete berm on the lakeside of Breakwater Drive. Breakwater Drive is basically at about five feet elevation. The berm from the last boathouse out toward the "Point" is going to be about an elevation of plus ten. Now the core of that berm (and it's also going to continue along the Lakefront but it's going to drop down) because the green space widens out, so there is a longer rundown area before it gets to the boathouses. But certainly where the berm is going to be built from the last boathouse out to the "Point" is going to help the harbor tremendously because Breakwater Drive is not built as a true breakwater because water comes over it all the time."

Mr. Casey said, "With All South Engineering, which is a local engineering firm in Metairie. They had designed it such that it would be a covering of that rip rap with what they call "blue stone" that is being barged down from the mid-west. Now, with the high river right now, there is a problem getting the material physically here because of the lock structures being closed to barge traffic. The berm is going to have an aesthetic look by having the stone covering the concrete. It's not just going to be a bunch of broken concrete rip rap out there. And we are talking about running from the "Point" at the end of Breakwater Drive all along the Lakefront around the Boat Launch where the gaps are where the existing head wall at the Boat Launch and all along the north-south axis of Breakwater Drive where that rip rap was dumped after Katrina, when a couple of boathouse owners got approval from the City along with some others to dump that rip rap along that area to protect those boathouses from future storms. So it is truly going to have an aesthetic look to it and the engineer already made a presentation here at a meeting that was held in this room in June. They had some further discussions on that and

some plans. They had a power point presentation that they gave. It was a very well organized meeting that the Department of Public Works did, and all of this falls underneath "Roadwork NOLA". Breakwater Drive is also going to be milled and resurfaced. There is going to be some sub-surface drainage that is going to be installed along Breakwater Drive on the park side of Breakwater Drive. Basically Capital Projects was able to get this claim elevated from about a million dollar claim to a seven million dollar claim to do this because of the repairs and the mitigative measures. It is a feather in their cap. It took them awhile to get to this point, and that's why this is one of the last projects to being done, because it took so long to go through the process with FEMA, so I will leave it at that. Did you have a question?" Mr. Tureaud said, "No, no. I hesitated to say because people have this impression that we are taking all of this junk and we are moving it from one spot to the next. The junk would be under stuff but you will never see it, and Breakwater Drive as it looks today is going to be much more aesthetically complete, you know. I think everybody's going to be pleased with the way it looks, so that's why I say to get this but in because, yes, it's going to be there. No, you probably won't be able to see it at all, so anyway I'm done." Mr. Casey said, "That is all I had."

3. The June Financial Report was presented by Mr. Smith. As of June 30th, MYHMC has total assets of \$3,812,000 of which \$3,250,000 was current and of that \$3,108,000 was in cash. With cash change over the last couple of months, we had an increase in fixed assets that is listed in our statement infrastructure. And it's a good opportunity to remind everyone that MYHMC does not own the Harbor for there is no piers sitting on our balance sheet as they get paid for, but there are some things that we can attribute to the Isaac claim and various other things that are MYHMC'S contribution to the project that we will now carry on our balance sheet. You can't go out and find the pier that is the one that we own. So that is a little bit different than we had seen in past ones. On the liability side, MYHMC has total liabilities of \$1,184,000 of which \$678,000 is current liabilities and about half of that \$374,000 is accrued interest on the NOAA Bonds. The long term liability of \$505,000 is the balance on the NOAA Bonds with \$875,000 roughly in obligation under the NOAA Bonds. That leaves MYHMC with total equity of \$2,628,000 of which \$2,003,000 is unrestricted net assets. For the month of June, we had revenues of \$99,000 which included the \$5,000 that we talked about on the lease extension and the \$34,000 on the transfer fees, so that is unusual addition there. On the expense side, we paid our audit bill for \$14,900 so that gave us total expenses of \$63,000 and left us with net ordinary income of \$36,000. And then we have that normal other expense which is the accrual on the NOAA Bonds of interest of \$4,000 so that left us with \$31,000 in net income for the month so what would be a very good month. On the year-to-date through the end of June we had \$384,000 in revenues, \$327,000 in operating expenses giving us an operating income of \$57,000 and with \$23,000 of net other expense accrual again. That gives us net income for the year of about \$34,000. And that's my report. Does anybody have any questions?

4. The Economic Redevelopment Committee Report was presented by Mr. Rodgers. Mr. Rodgers said, "In regards to the City and the agreement (CEA) between the City, Jefferson Parish, and the State, I've been doing research other than the RFQ's that the City will put out for private developers and developing the city property, so I am collecting that and reviewing it in attempts to gather questions for when the Councilman and City is ready to proceed, so that we will have some questions on hand. And that's it." Mr. Tureaud said, "Okay, as far as the Administration Building, any insight on what you might want to do with that." Mr. Rodgers said, "From my understanding, they have some rooms available, some office spaces available. We had a couple of groups that are interested. I haven't heard any other updates on the status of their intentions if they are still very interested in renting it or occupying the space once everything proceeds." Mr. Tureaud asked, "So your primary focus is the restaurant area?" Mr. Rodgers said, "My primary focus is that is the biggest focus right now, but there are some outside areas such as the fishing pier...parking lot maybe for a special event aspect. Also working with Parks and Parkways in terms of how we can gather rent from the park if possible for people who want to rent out the park. And then the use of the Administration Building." Mr. Tureaud said, "Okay, very good."
5. Environmental Quality Committee was discussed by Mr. Forbes. There was nothing new to report.
6. The Status of New Boat Slip Lease was discussed by Mr. Forbes. Mr. Forbes said "The new boat slip lease was approved last month, and was distributed to the Board, and MYHC made a couple of minor tweaks. We had neglected to insert a provision for legatees and the assignment of slips which had been discussed, and it has been included in the final form of the Lease. It has been sent over to the City Attorney as of June 27th, and I am waiting for an update from Tracy who is the City Attorney to see what if anything else she needs from us in order to start drafting an Ordinance with the City Council." Mr. Tureaud asked, "Have you been getting a fairly good response...timely response from the City Attorney's Office?" Mr. Forbes said, "So far." Mr. Tureaud said, "If that changes, let me know. This is like, Ric said earlier, we have got to have this new lease in place. You have done a great job thus far...a fantastic job in working with outside counsel as well as the Law Dept. I am just going from the old days when Ric, Taylor, Ashlyn, and I had the burden of all this stuff. It took months and maybe it's the new administration and everything is a lot better now, so let me know. We have the right guy for the job. Does that conclude your report?" Mr. Forbes said, "Yes, sir."
7. Quality of Life Committee was discussed by Ms. Uddo. Connie said, "We still need to meet with Miguel on several issues. Meanwhile, we started looking at how many benches may possibly line the walking path. The walking path starts at the beginning where the restaurants are probably going to be rebuilt to the "Point", so we are figuring about eight benches total. We are thinking about three picnic tables positioned here and four benches will go from the fishing pier to the "Point" and other four will possibly in the area of the fishing pier, so it's really

spread out well. I've been working with Kerry Cuccia a lot and marking off how many feet are between the benches, and that's how we came up with six to eight benches. We are looking at landscapes for the benches and it is really nice and it's through the landscape. The only question that I have with Miguel on is metal which can be very hot unless they are under an oak tree, but I noticed the ones not in the shade may be little hot. So we hope to visit with Miguel in August to start coming down with these things now. So garbage cans, six to eight cans at the Boat Launch, two to three cans at the fishing piers at the bottom where the restrooms are or possibly more. That would be a highly trafficked area, and if we need more picnic tables. Three to four cans at the "Point" too. So that's kind of where we are with things." Mr. Tureaud said, "Connie, and I want to apologize for this. I think that I may have inadvertently pigeon holed you, and we know where you are coming from with the Breakwater Drive project but we still need to incorporate to entire marina from the east entry all the way around past West End Park and through Breakwater Drive. I know that we didn't give you that foot print, and I apologize for that because we were so focused on the Breakwater Drive project. If you would, could you start thinking about what we need to do for the eastern comfort station, and that's going to be a pedestrian walkway from Southern Yacht Club all the way to where the Community Sailing Center is. It is going to be a very, very nice. I don't think we have any plans for benches in that area. When you meet with Miguel, have him show you that area and start your foot print if you would from the eastern comfort station encompassing the entire marina of what we need. I know we have benches in the park, but there be some things that you see that fits into the scheme of what you are doing and what we can continue throughout the whole area." Ms. Uddo said, "I will probably need somebody to walk me through it." Mr. Tureaud said, "Sure." Ms. Uddo said, "Because I'm not sure." Mr. Tureaud said, "Absolutely we can talk later about it. Exactly, alright Connie. Anything you can do outside of that." Ms. Uddo said, "We are going to need concrete pads." Mr. Tureaud said, "Yes. Okay, thank you."

8. Executive Director's Report was presented by Mr. Casey. There were four topics:
 - 1.) There are several additional punch list items that the engineer is requiring the contractor to complete in order for him to sign off on the Boat Launch job;
 - 2.) Staff is working on the 2020-2024 Capital Budget request for Capital Projects;
 - 3.) Staff is also starting the 2020 Operating Budget process. Staff has had a discussion with Ric Smith with respect to the process, and additional meetings will be held due to the fact that the Harbor is projected to be operational in 2020. Mr. Tureaud said that he will want to sit in on the Budget discussions; and
 - 4.) Although MYHMC does not have a date when electric power will be available in the Harbor, MYHMC wants to put boat slip tenants (especially older boats) on notice that they may have problems utilizing the electrical power. Now is the time that boat slip tenants should have their boat's electrical system inspected and tested.

We will develop some wording to put on the website. Mr. Tureaud said, "I think it's worth the discussion between Taylor and myself." Mr. Smith said, "There is

not anything. This is the harbor's electrical system that is designed to [inaudible] standards. Just like all of a sudden we started having [inaudible] interrupters in our houses and where you might not have had the 15 amp circuit breaker and [inaudible]. I did want to make sure that you heard these words from us before people start complaining about it [inaudible]

Other Comments and Issues from the Public:

1. The issue with midges around the boathouses was discussed, and Mosquito Control will not spray for them.
2. The construction of "K" Dock is still an open issue that is being discussed with CPA.
3. Boat slip tenant Mr. David Lamouranne was in attendance at the meeting, and a discussion was held with respect to the removal of his sunken vessel ("Black Pearl" which is a Morgan 48'). Mr. Casey emailed Mr. Lamouranne on March 22, 2019 (which he read into the minutes) confirming a phone conversation that they had held on that date confirming that Mr. Casey was under the impression that Mr. Lamouranne had made arrangements to salvage the vessel from the Northern Pier on the West side of the Harbor. He had told Mr. Casey that it would be removed from the Harbor. Mr. Casey stated in his email that the cost to salvage and to dispose of his vessel would be \$13,461.56 as quoted to MYHMC by TKTMJ, but that it may be more cost effective for him to have someone else salvage it. Mr. Lamouranne stated that Mr. Thomas Tubre with TKTMJ had told him that the cost of salvaging and removing his vessel would be included as part of the cost of the renovation of the Harbor. Mr. Casey said that Mr. Lamouranne would have to discuss this issue with Mr. Tubre since MYHMC had received an invoice in the amount of \$13,461.56 from TKTMJ for the salvage and the removal of his vessel, and that this expense is not an eligible FEMA reimbursable cost.

Adjournment:

On a motion by Howard Rodgers and seconded by Ric Smith, the meeting was adjourned at approximately 8:10pm.

Date and Time of next meeting:

New Orleans Municipal Yacht Harbor Management Corporation
Regular Board Meeting of July 9, 2019

The next meeting is scheduled for Tuesday, August 13, 2019 at 6:30 p.m. at the
Lake Vista Community Center.