

SEWERAGE & WATER BOARD OF NEW ORLEANS

FINANCE COMMITTEE MEETING

TUESDAY, AUGUST 4, 2015

9:00 AM

COMMITTEE MEMBERS

Vacant, Chair • Mrs. Robin Barnes • Mr. Scott Jacobs • Mrs. Kerri Kane
• Mr. Wm. Raymond Manning

FINAL AGENDA

ACTION ITEMS

1. Approval of Previous Report
2. General Superintendent's Recommendations
3. Change Order(s)
4. 2015 Mid Year Capital Budget Adjustments
5. Assignment of Agreement for Engineering and Design Services for the Water Line Replacement (R-139-2015)
6. Water Hammer MOA (R-122-2015)
7. Law Firms to Represent the Sewerage and Water Board of New Orleans in Automobile Accident Cases
 - A. DeRouen Law Firm (R-140-2015)
 - B. Christovich & Kearney, LLP (R-141-2015)
 - C. Boykin & Utley, APLC (R-142-2015)

PRESENTATION ITEMS

8. Budget Adjustments for Mid Year & Metrics for Calculating Water Sales
9. Financial Results through June 2015
10. Topics for Future Discussions

INFORMATION ITEMS

11. FEMA Project Worksheet Status
12. 2015 Committee/Board Meeting Schedule
13. Any Other Matters

REFERENCE MATERIALS (In Binders)

- D. Sewerage & Water Board By-Laws
- E. 2015 Operating and Capital Budgets
- F. 2011-2020 Strategic Plan
- G. Commitments to the City Council
- H. Bond Ratings Information



"RE-BUILDING THE CITY'S WATER SYSTEMS FOR THE 21ST CENTURY"

Sewerage & Water Board of NEW ORLEANS

MITCHELL J. LANDRIEU, President
WM. RAYMOND MANNING, President Pro-Tem

625 ST. JOSEPH STREET
NEW ORLEANS, LA 70165 • 504-529-2837 OR 52W-ATER
www.swbno.org

July 7, 2015

TO THE HONORABLE PRESIDENT AND MEMBERS OF THE SEWERAGE AND WATER BOARD OF NEW ORLEANS

The Finance Committee of the Sewerage and Water Board of New Orleans met on Tuesday, July 7, 2015 at 9:00 AM in the Board Room, 625 St. Joseph Street to consider the following matters.

ATTENDANCE

Present:

Mr. Wm. Raymond Manning, President Pro-Tem
Ms. Kerri Kane
Ms. Robin Barnes

Absent:

Mr. Scott Jacobs
Mr. Mark Moody, Chair

Other Committee/

Board Member(s) Present: Alan Arnold

Mr. Manning served as Chairperson of the meeting in the absence of Mr. Moody.

Also in attendance were Cedric S. Grant, Executive Director; Robert Miller, Deputy Director; Joseph Becker, General Superintendent; Nolan Lambert, Special Counsel; Harold Marchand, Deputy Special Counsel; Yolanda Grinstead, Legal Dept.; Robert Jackson, Community & Intergovernmental Relations; Rosita Thomas, Finance Administrator; Dexter Joseph, Budget Director; Michele Holley, Budget Dept. Analyst; Jason Higginbotham, Emergency Management; Brenda Thornton, Communierep Inc.; Randy Smith, Royal Engineers; Amer Tufall, Greenpoint Engineering.

ACTION ITEMS

- Item 1** Ms. Kane moved to accept the June 2, 2015 Finance Committee Report. Ms. Barnes seconded and the motion carried.
- Item 2** Ms. Kane moved to accept the General Superintendent's Recommendations for award of contracts for the items listed below. Ms. Barnes seconded the motion and the motion carried.
- R-123-2015 – REQ. NO. YO150020 – Furnishing Air Conditioning and Heating Maintenance for Central Yard to Siemens Industry, Inc. for the total amount of \$50,750.00.

- R-124 -2015 – REQ. NO. ED150009 – Furnishing Annual Service Awards to J. Brandt Recognition for the total amount of \$21,955.25.
- R-125-2015 – REQ. NO. YW150008 – Furnishing EIC Award Program Banquet Accommodation to The Hilton New Orleans Riverside Hotel for the total amount of \$35,367.58.
- R-126-2015 – Contract 1371 – HMGP Structural General Contract Retrofit Power Plant Main Water Purification Plant Power Complex to Alfred Conhagan, Inc. of La. for the total amount of \$2,440,000.00.
- R-127-2015 – CONTRACT 3737 – Carrollton area Sewer Rehabilitation Mistletoe Street 18-inch Sewer Line Replacement to Wallace C. Drennan, LLC for the total amount of \$797,625.00.
- R-128-2015 – CONTRACT 30014 – Cleaning and CCTV Inspection of Sanitary Sewer Mains at Scattered Sites within Orleans Parish to Compliance EnviroSystems, LLC for the total amount of \$716,850.00.
- R-129-2015 – CONTRACT 30016 –Restoration of Existing Gravity Flow Sanitary Sewers by Excavation and Replacement from Manhole to Manhole, CIPP Lining from Manhole to Manhole, CIPP Lining of Service Laterals and Point Repair at various sites throughout the City of New Orleans to Wallace C. Drennan, LLC for the total amount of \$4,277,481.00.
- R-130-2015 – CONTRACT 5238 – Equipment Purchase and Installation, Including Startup and Training for Stormwater Monitoring and Sampling for Municipal Separate Storm Sewer System Permit Stormwater Outfalls to Prime Controls, L. P. for the total amount of \$159,000.00.

Item 3

Ms. Kane moved to approve the Change Orders for the items listed below. Ms. Barnes seconded the motion and the motion carried.

- R-133-2015 – Ratification of Change Order No. 2 for Contract 3696 – Cleaning and CCTV Sanitary Sewer Mains at Scattered Sites throughout Orleans.
- R-134-2015 – Ratification of Change Order No. 5 for Contract 5223 – Hurricane Katrina Related Repairs to St. Bernard Avenue Drainage Underpass Pumping Station.
- R-135-2015 – Ratification of Change Order No. 7 for Contract 5226 – Hurricane Katrina Related Repairs to Franklin Avenue Drainage Underpass Pumping Station.
- R-136-2015 – Ratification of Change Order No. 7 for Contract 5221 – Hurricane Katrina Related Repairs to Pontchartrain Boulevard Drainage Underpass Pumping Station.

Item 4

Mr. Klepeis recommended the renewal of Commercial Flood Insurance Policy for Facilities as presented by the Kennedy Financial Group for the total premium of \$325,036.00.

Ms. Kane moved to approve Resolution (R-131-2015) for renewal of Commercial Flood Insurance Policy for Facilities. Ms. Barnes seconded and the motion carried.

Item 5

Ms. Grinstead recommended award of contract to the law firm of Roedel Parsons to represent Sewerage and Water Board of New Orleans in Construction Litigation matters.

Ms. Barnes moved to approve resolution (R-132-2015) for award of contract to the law firm of Roedel Parsons to represent the Sewerage and Water Board of New Orleans in Construction Litigation matters. Ms. Kane seconded and the motion carried.

July 7, 2015

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Item 6 Ms. Kane moved to go to Executive Session to discuss matters under litigation. Ms. Barnes seconded and the motion carried at 9:15 AM.

The Committee returned from closed session at 9:45 AM.

Ms. Barnes moved to return back to regular session. Ms. Kane seconded and the motion carried.

Ms. Kane moved to accept staff recommendations. Ms. Barnes seconded and the motion carried.

PRESENTATION ITEMS

Item 7 Mr. Miller presented the financial results through May 2015.

Item 8 Mr. Becker presented the implementation status of the 2015 Capital Budget.

Item 9 Mr. Grant and Mr. Miller presented the proposed amendments to the Bylaws.

Item 10 There were no added Topics for Future Discussions.

INFORMATION ITEMS

Items 11 – 14 The Committee received all information items.

ADJOURNMENT

There being no further business to come before the Committee, Ms. Barnes moved for adjournment and Ms. Kane seconded. The Finance Committee adjourned at 10:10 AM.

Respectfully submitted,

Mr. Wm. Raymond Manning, Chair

FURNISHING RIVER SAND, MASON SAND AND WASH GRAVEL - REQ. NO.
YW150010

BE IT RESOLVED by the Sewerage and Water Board of New Orleans that three (3) bids were received on July 16, 2015 after advertising according to the Public Bid Law, for Furnishing River Sand, Mason Sand and Wash Gravel. The bid was hereby accepted and contract awarded therefore to **Qualified Transportation, LLC** for the total amount of **\$225,350.00.**

I, Cedric S. Grant, Executive Director, Sewerage and Water Board of New Orleans, do hereby certify that the above and foregoing is a true and correct copy of a resolution adopted at the Regular Meeting of the said Board, duly called and held, according to law, on August 19, 2015.

CEDRIC S. GRANT
EXECUTIVE DIRECTOR
SEWERAGE AND WATER BOARD OF NEW ORLEANS

**FURNISHING AEROSOL, JANITORIAL AND INDUSTRIAL CHEMICALS- REQ.
NO. YW150012**

BE IT RESOLVED by the Sewerage and Water Board of New Orleans that one (1) bid was received on July 16, 2015 after advertising according to the Public Bid Law, for Furnishing Aerosol, Janitorial and Industrial Chemicals. The bid was hereby accepted and contract awarded therefore to **Assorted Products** for the total amount of **\$286,024.50**.

I, Cedric S. Grant, Executive Director, Sewerage and Water Board of New Orleans, do hereby certify that the above and foregoing is a true and correct copy of a resolution adopted at the Regular Meeting of the said Board, duly called and held, according to law, on August 19, 2015.

CEDRIC S. GRANT
EXECUTIVE DIRECTOR
SEWERAGE AND WATER BOARD OF NEW ORLEANS

**FURNISHING PAPER PRODUCTS & JANITORIAL SUPPLIES - REQ. NO.
YW150014**

BE IT RESOLVED by the Sewerage and Water Board of New Orleans that three (3) bids were received on July 16, 2015 after advertising according to the Public Bid Law, for Furnishing Paper products & Janitorial Supplies. The low bid was hereby accepted and contract awarded therefore to **Economical Janitorial & Paper Supplies** for the total amount of **\$50,441.51**.

I, Cedric S. Grant, Executive Director, Sewerage and Water Board of New Orleans, do hereby certify that the above and foregoing is a true and correct copy of a resolution adopted at the Regular Meeting of the said Board, duly called and held, according to law, on August 19, 2015.

CEDRIC S. GRANT
EXECUTIVE DIRECTOR
SEWERAGE AND WATER BOARD OF NEW ORLEANS

FURNISHING IRON CASTINGS - REQ. NO. YW150036

BE IT RESOLVED by the Sewerage and Water Board of New Orleans that one (1) bid was received on July 16, 2015 after advertising according to the Public Bid Law, for Furnishing Iron Castings. The low bid was hereby accepted and contract awarded therefore to EJ USA, Inc. for the total amount of \$277,062.25.

I, Cedric S. Grant, Executive Director, Sewerage and Water Board of New Orleans, do hereby certify that the above and foregoing is a true and correct copy of a resolution adopted at the Regular Meeting of the said Board, duly called and held, according to law, on August 19, 2015.

CEDRIC S. GRANT
EXECUTIVE DIRECTOR
SEWERAGE AND WATER BOARD OF NEW ORLEANS

**THE SALE OF JUNK METERS, SCRAP WIRES, JUNK METALS AND JUNK
LOCOMOTIVES**

BE IT RESOLVED by the Sewerage and Water Board of New Orleans that three (3) bids were received on July 23, 2015 after advertising according to the Public Bid Law, for The Sale of Junk Meters, Scrap Wires, Junk Metals and Junk Locomotives. The bids were hereby accepted and contracts awarded therefore on a Lot basis, to the highest bidder as follows:

Lot A, to Southern Recycling for the total amount of \$1.29 per pound.

Lot B, to Louisiana Scrap Metal for the total amount of \$0.045 per pound.

Lot C, to Uptown Recycling for the total amount of \$1.50 per pound.

I, Cedric S. Grant, Executive Director, Sewerage and Water Board of New Orleans, do hereby certify that the above and foregoing is a true and correct copy of a resolution adopted at the Regular Meeting of the said Board, duly called and held, according to law, on August 19, 2015.

CEDRIC S. GRANT
EXECUTIVE DIRECTOR
SEWERAGE AND WATER BOARD OF NEW ORLEANS

**CONTRACT 1387 - PAINTING AND INSPECTION OF 4 FOUR MILLION GALLON
WATER TANKS AT THE MWPP**

BE IT RESOLVED by the Sewerage and Water Board of New Orleans that four (4) bids were received on July 2, 2015 after advertising according to the Public Bid Law, for performing work under Contract 1387. The bid was hereby accepted and contract awarded therefore to **New Orleans Metalworks, Inc.** for the total amount of **\$496,400.00**.

I, Cedric S. Grant, Executive Director, Sewerage and Water Board of New Orleans, do hereby certify that the above and foregoing is a true and correct copy of a resolution adopted at the Regular Meeting of the said Board, duly called and held, according to law, on August 19, 2015.

CEDRIC S. GRANT
EXECUTIVE DIRECTOR
SEWERAGE AND WATER BOARD OF NEW ORLEANS

FURNISHING JANITORIAL SERVICES FOR THE SWB MAIN OFFICE BUILDING
625 ST. JOSEPH STREET, 830 JULIA STREET ANNEX AND 4021 BEHRMAN
PLACE, SUITE M2 ANNEX - REQ. NO. YW150003

BE IT RESOLVED by the Sewerage and Water Board of New Orleans
that three (3) bids were received on May 21, 2015 after
advertising according to the Public Bid Law, for Furnishing
Janitorial Services for the SWB Main Office Building 625 St.
Joseph Street, 830 Julia Street Annex and 4021 Behrman Place,
Suite M2 Annex. The second low formal bid was hereby accepted
and contract awarded therefore to **Crescent Building Services** for
the total amount of \$129,636.44.

I, Cedric S. Grant, Executive
Director, Sewerage and Water Board
of New Orleans, do hereby certify
that the above and foregoing is a
true and correct copy of a
resolution adopted at the Regular
Meeting of the said Board, duly
called and held, according to law,
on August 19, 2015.

CEDRIC S. GRANT
EXECUTIVE DIRECTOR
SEWERAGE AND WATER BOARD OF NEW ORLEANS

**FIRST AND FINAL RENEWAL OF CONTRACT FOR FURNISHING LIME TO THE
ALGIERS WATER PLANT - REQ. NO. AL140009**

WHEREAS, under the provisions of the contract, the Board, with the contractor's concurrence, reserves the right to renew the contract with no increase in the cost of services and no change in terms and conditions; and

WHEREAS, the contractor, **Unimin Lime Corporation d/b/a Southern Lime**, desires to exercise its renewal option as allowed under this contract with the total being **\$240,792.00** for Furnishing Lime to the Algiers Water Plant.

NOW, THEREFORE, BE IT RESOLVED, that the request of **Unimin Lime Corporation d/b/a Southern Lime**, for this first and only renewal, effective **July 1, 2015**, is hereby approved.

I, Cedric S. Grant, Executive Director, Sewerage and Water Board of New Orleans, do hereby certify that the above and foregoing is a true and correct copy of a resolution adopted at the Regular Meeting of the said Board, duly called and held, according to law, on August 19, 2015.

CEDRIC S. GRANT
EXECUTIVE DIRECTOR
SEWERAGE AND WATER BOARD OF NEW ORLEANS

**FINAL ACCEPTANCE AND CLOSE OUT TO CONTRACT 2101 - WATER MAIN
POINT REPAIR, WATER SERVICE CONNECTION, WATER VALVE AND FIRE
HYDRANT REPLACEMENT AT VARIOUS SITES THROUGHOUT ORLEANS PARISH**

WHEREAS, Contract 30000 is ready for Final Acceptance by the Sewerage & Water Board of New Orleans; and

WHEREAS, the General Superintendent in his report has recommended that this contract receive final acceptance and be closed out.

NOW, THEREFORE, BE IT RESOLVED, by the Sewerage and Water Board of New Orleans that the recommendation of the General Superintendent to authorize final acceptance and to close out Contract by **Wallace C. Drennan, Inc.** for **Contract 2101,** is hereby approved.

I, Cedric S. Grant, Executive Director, Sewerage and Water Board of New Orleans, do hereby certify that the above and foregoing is a true and correct copy of a resolution adopted at the Regular Meeting of the said Board, duly called and held, according to law, on August 19, 2015.

CEDRIC S. GRANT
EXECUTIVE DIRECTOR
SEWERAGE AND WATER BOARD OF NEW ORLEANS

**FINAL ACCEPTANCE AND CLOSE OUT TO CONTRACT 30008 - RESTORATION
OF EXISTING GRAVITY SEWER BY POINT REPAIR AND CIPP LINING SEWER
MAINS AT VARIOUS SITES THROUGHOUT ORLEANS PARISH**

WHEREAS, Contract 30008 is ready for Final Acceptance by the
Sewerage & Water Board of New Orleans; and

WHEREAS, the General Superintendent in his report has
recommended that this contract receive final acceptance and be
closed out.

NOW, THEREFORE, BE IT RESOLVED, by the Sewerage and Water Board
of New Orleans that the recommendation of the General
Superintendent to authorize final acceptance and to close out
Contract by **Wallace C. Drennan, Inc.** for **Contract 30008**, is
hereby approved.

I, Cedric S. Grant, Executive
Director, Sewerage and Water Board
of New Orleans, do hereby certify
that the above and foregoing is a
true and correct copy of a
resolution adopted at the Regular
Meeting of the said Board, duly
called and held, according to law,
on August 19, 2015.

CEDRIC S. GRANT
EXECUTIVE DIRECTOR
SEWERAGE AND WATER BOARD OF NEW ORLEANS

**RATIFICATION OF CHANGE ORDER NO. 1 FOR CONTRACT 8132 - KATRINA
RELATED REPAIRS TO GARAGE #1 AND THE GENERATOR BUILDING AT
CENTRAL YARD**

WHEREAS, the Sewerage and Water Board entered into Contract 8132 with Industrial & Mechanical Contractors, Inc. for FEMA funded repairs to Garage #1 and the Generator Building at Central Yard

WHEREAS, the Contractor shall be compensated for increased material costs, insurance costs and labor associated with the delayed start of this Contract and,

WHEREAS, the Contractor shall replace the translucent wall panels in order to facilitate ongoing Contract work and,

WHEREAS, the Contractor shall remove the existing deteriorated gutters and replace with new 24-gauge metal gutters and,

WHEREAS, the Contractor shall remove and replace 100 l.f. of existing deteriorated red steel structural framing below the water line and,

WHEREAS, the Contractor shall remove and replace 360 l.f. of existing deteriorated red steel structural framing above the water line and,

WHEREAS, the Contractor shall be granted three hundred and twelve (312) additional Contract Days to complete the above listed work and,

WHEREAS, this Change Order, in the amount of \$311,502.54, brings the accumulated Contract change order total to \$311,502.54, or 25.86% of the original Contract value.

NOW THEREFORE BE IT RESOLVED, the approval of Change Order No. 1 for Contract 8132 is ratified by the Sewerage and Water Board of New Orleans.

I, Cedric S. Grant, Executive Director,
Sewerage and Water Board of New Orleans, do hereby
certify that the above and foregoing is a true
and correct copy of a Resolution adopted at the Regular
Monthly Meeting of said Board, duly called and held,
according to law, on August 19, 2015.

CEDRIC S. GRANT, EXECUTIVE DIRECTOR
SEWERAGE AND WATER BOARD OF NEW ORLEANS



SEWERAGE AND WATER BOARD OF NEW ORLEANS

Inter-Office Memorandum

Date: July 21, 2015

From: Joseph R. Becker, P.E.
General Superintendent

To: Cedric S. Grant
Executive Director

Re: Contract 8132 – Katrina Related Repairs to Garage #1 and the Generator Building at Central Yard

Enclosed please find a recommendation for approval of Change Order No. 1 for the above captioned contract. This change order is in the amount of \$311,502.54 and the Contractor will be granted 312 additional Contract days.

The change encompasses the following:

- Increase in material costs
- Replacement of translucent wall panels
- Removal and replacement of deteriorated gutters
- Remove and replace 100 l.f. of deteriorated red steel structural framing below water line,
- Remove and replace 360 l.f. of deteriorated red steel structural framing above water line.

The required DBE participation goal on this contract is 36% percent and will remain unchanged through this approved change order. This first Change Order is 25.86% of the original bid amount of the Contract.

I would appreciate you forwarding this change order to the attention of the appropriate committees of the Board for their consideration and approval.

Joseph R. Becker, P.E.
General Superintendent

cc: Melvin R. Spooner, Chief of Engineering
Jason P. Higginbotham, Director of Emergency Management
Reid L. Dennis, P.E., FEMA Program Manager Supervisor
Tiffany Carter, EDB Director
Angela F. Roberts CH2M



SEWERAGE AND WATER BOARD OF NEW ORLEANS

Inter-Office Memorandum

Date: July 17, 2015

From: Melvin R. Spooner, P.E.
Chief of Engineering

To: Joseph R. Becker, P.E.
General Superintendent

Re: Contract 8132 – Hurricane Katrina Related Repairs to Garage #1 and the Generator Building at Central Yard.

Enclosed please find a recommendation for approval of Change Order No. 1 for the above captioned contract. This change order is in the amount of \$311,502.54. Three hundred and twelve (312) additional Contract days will be granted.

The change encompasses the following:


- Additional Contract Days, increase in material costs,
- Replacement of translucent wall panels,
- removal and replacement of deteriorated gutters,
- Remove and replace of 100 l.f. of deteriorated red steel structural framing below the water line,
- Remove and replace of 360 l.f. of deteriorated red steel structural framing above the water line,

The required DBE participation goal on this contract is 36% percent and will remain unchanged through this approved change order. This Change Order is 25.86% of the original bid amount of the Contract.

Original Contract Bid Price:	\$1,204,500.00
This Change Order Amount:	\$311,502.54
Total Cumulative Change Order % of Original Contract:	25.86%
Total Cumulative Dollar Change Order Amount:	\$311,502.54
Days Added this Change Order	312
Contract DBE Participation	36.0 %

The Engineering Department has reviewed this proposal and is recommending it for approval.

I concur:


Joseph R. Becker, General Superintendent

Cc:

Jason P Higginbotham, EMS Director
Rosita Thomas, Finance Director
Angela F. Roberts, Program Manager, CH2M
Dexter Joseph, Budget Director

Reid L. Dennis, P.E., Program Management Supv.
Bob Moeinian, Chief of Operations
Tiffany Carter, EDB Director
Nolan Lambert, Special Counsel

**SCOPE OF CHANGES
WATER PROGRAM
CONTRACT 8132
(Change Order NO. 1)**

ADDITIONAL ITEMS TO BE ADDED TO CONTRACT

Item #	FCID	Detailed Description	Units	Unit Price	Quantity	Amount	Days	Comments
1	1	Increase in material costs due to Contract delay	1	\$37,178.83	1	\$37,178.83	238	NOT ELIGIBLE
2	2	Replace translucent wall panels	1	\$230,241.10	1	\$230,241.10	60	ELIGIBLE
3	3	Additional labor and materials required to remove the existing deteriorated gutters and replace them with new 24-gauge metal gutters. (COR2)	1	\$19,143.61	1	\$19,143.61	14	NOT ELIGIBLE
4	4	Additional labor and materials required to remove and replace 100 lf of existing deteriorated red steel structural framing. (COR4A)	1	\$4,599.37	1	\$4,599.37	0	ELIGIBLE
5	5	Additional labor and materials required to remove and replace 360 lf of existing deteriorated red steel structural framing above the waterline from Hurricane Katrina. (COR4B)	1	\$30,339.63	1	\$30,339.63	0	NOT ELIGIBLE
TOTALS:						\$311,502.54	312	

Contract DBE %	36.0%
Current DBE %	36.0%

CONTRACT AMOUNT	\$ 1,516,002.54
REVISED CONTRACT AMOUNT	\$ 1,516,002.54

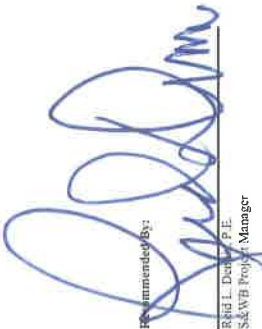


CONTRACT DAYS	512
REVISED CONTRACT DAYS	512

% OF ORIGINAL CONTRACT AMOUNT

This Change Order	25.86%
Previous Change Order	0.00%
TOTAL TO DATE	25.86%

Work Order Date 7/14/2014

It is mutually agreed to perform and accept the above revisions in accordance with the original contract and applicable specifications for the above price. It is further agreed by signing this document that the DBE% goal stated above will continue to be met/achieved through this change order.

 Phil Deane, P.E. S&WB Project Manager	 Samuel E. Jones Industrial & Mechanical Contractors, Inc. Contractor Representative	 Melvin H. Spencer, P.E. Network Engineering Department
7/24/15 Date	7/23/15 Date	7/21/15 Date

CHANGE ORDER NO. 1 FOR CONTRACT 3792 – Central Wetlands Unit Expansion at the Eastbank Wastewater Treatment Plant

WHEREAS, the Sewerage and Water Board entered into Contract 3792 with Industrial and Mechanical Contractors, Inc. in the amount of \$3,389,000.00 for the Central Wetlands Unit Expansion Project at the Eastbank Wastewater Treatment Plant, and

WHEREAS, 5300 cy of additional fill material is required to construct the proposed berm in the NW corner of the wetland expansion project at a cost of \$106,728.09, and

WHEREAS, the time associated with the performance of this work requires 3 days to be added to the contract period, and

WHEREAS, this Change Order, in the amount of \$106,728.09 is an additional 3.15% of the original Contract value and extends the duration of the work associated with the Contract by 3 additional contract days.

NOW THEREFORE BE IT RESOLVED, that approval of Change Order No. 1 for Contract 3792 is ratified by the Sewerage and Water Board of New Orleans.

I, Cedric S. Grant, Executive Director,
Sewerage and Water Board of New Orleans, do hereby
certify that the above and foregoing is a true
and correct copy of a Resolution adopted at the Regular
Monthly Meeting of said Board, duly called and held,
according to law, on August 19, 2015.

CEDRIC GRANT, EXECUTIVE DIRECTOR
SEWERAGE AND WATER BOARD OF NEW ORLEANS



Sewerage & Water Board

Inter-Office Memorandum

Date: June 23, 2015

From: Joseph Becker, P.E.
General Superintendent

To: Cedric S. Grant
Executive Director

Re: Contract Number 3792 – Central Wetlands Unit Expansion Project at EBWWTP

Enclosed please find a recommendation from M. Ron Spooner, Chief of Engineering for approval of Change Order No. 1 for the above contract.

This additional work is for fill material and labor related to the new berm construction. This Change Order extends the length of the Contract by 3 calendar days. The required DBE participation on this Contract is 36% and the Contractor is forecasted to meet a 36% DBE participation.

This Change Order is in the amount of \$106,728.09 represents 3.14% of the original bid amount, and brings the cumulative total Change Orders to \$106,728.09. Funds for this Change Order are available through the CPRA Grant Fund.

I would appreciate you forwarding this to the attention of the appropriate committees of the Board for consideration and approval.

Joseph Becker, P.E.
General Superintendent

cc: M. Ron Spooner, Chief of Engineering
Mary Dubourg, Project Manager
George Belteau, Mechanical Engineering
Rosita Thomas, Finance

Tiffany Carter, EDB Director
Dexter Joseph, Budget
Nolan Lambert, Special Counsel
Hadi Amini, CA&I



Sewerage & Water Board

Inter-Office Memorandum

Date: June 23, 2015

From: M. Ron Spooner, P.E.
Chief of Engineering

To: Joseph Becker, P.E.
General Superintendent

Re: Contract Number 3792 – Central Wetlands Unit Expansion Project at EBWWTP

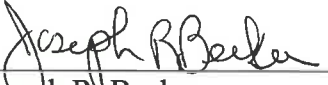
CHANGE ORDER NO. 1

Description of Change Order: Additional 5300 cy of fill material required for the new berm in the NW corner of the wetlands. Waterway was deeper than indicated on the plans.

Original Contract Bid Price:	\$3,389,000.00
This Change Order Amount:	\$106,728.09
Total Change Orders (% of Original Contract)	3.15%
Total Dollar Change Order Amount:	\$106,728.09
Contract DBE Participation	36.0 %

The Engineering Department has reviewed this proposal and is recommending it for approval.

I concur:


Joseph R. Becker
General Superintendent

cc: Mary Dubourg, Project Engineer
George Belteau, Mechanical Engineering
Bob Moeinian, Chief of Operations
Rosita Thomas, Finance
Hadi Amini, CA&I

M. Ron Spooner, Chief of Engineering
Tiffany Carter, EDB Director
Dexter Joseph, Budget
Nolan Lambert, Special Counsel

SCOPE OF CHANGES No. 1
CONTRACT 3792 - Central Wetlands Unit Expansion Project at EBWWTP
(Change Order No. 1)

ADDITIONAL ITEMS TO BE ADDED TO CONTRACT

Item #	FCO#	Detailed Description	Units	Unit Price	Quantity	Amount	Days	Comments
1	1	Additional fill material related to new berm in the NW corner	Lump Sum	\$ 106,728.09	1	\$ 106,728.09	3	CPRA Funds

Contract DBE%	36.0%
Current DBE%	30.0%
Forecasted DBE%	36.0%

Original	\$ 3,389,000.00
Amount of previous Change Orders	\$ -
Amount this Change Order	\$ 106,728.09
Change Orders to date	\$ 106,728.09

BASE	
Original Contract Days	240
Days Previously Added	0
Days this Change Order	3
Days Added to date	3

REVISED CONTRACT AMOUNT \$ 3,495,728.09

REVISED CONTRACT DAYS 243

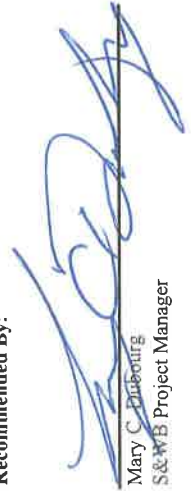
% OF ORIGINAL CONTRACT AMOUNT

This Change Order	3.15%
Previous Change Order	0.00%
TOTAL TO DATE	3.15%

Work Order Date	5/4/2015
Work Completion Milestone Date	1/2/2016

It is mutually agreed to perform and accept the above revisions in accordance with the original contract and applicable specifications for the above price.

Recommended By:


 Mary C. Dubourg
 S&WB Project Manager

6/23/15
 Date

Proposed By:


 Industrial and Mechanical Contractors
 Contractor Representative

6/30/15
 Date

Approved By:


 Melvin R. Spooner
 Chief of Engineering

6/23/15
 Date

**RATIFICATION OF CHANGE ORDER NO. 9 FOR CONTRACT 1351 -
HURRICANE KATRINA RELATED REPAIRS TO A & B PUMPS AND
AUXILIARIES AT THE MAIN WATER PURIFICATION PLANT POWER
COMPLEX**

WHEREAS, the Sewerage and Water Board entered into Contract 1351 with Lou-Con, Inc. for FEMA-funded repairs to Board water distribution system service pumps in the bid amount of \$13,594,000.00, and

WHEREAS, the Contractor furnished and installed additional vibration and temperature monitoring instrumentation for Turbine B. These costs will not be eligible for FEMA reimbursement, and

WHEREAS, the Contractor will be granted fifteen (15) additional Contract days to complete the work and

WHEREAS, this Change Order, in the amount of \$36,006.16, brings the accumulated Contract change order total to \$237,666.01, or 1.7 % percent of the original Contract value.

NOW THEREFORE BE IT RESOLVED, the approval of Change Order No. 9 for Contract 1351 is ratified by the Sewerage and Water Board of New Orleans.

I, Cedric S. Grant, Executive Director,
Sewerage and Water Board of New Orleans, do hereby
certify that the above and foregoing is a true
and correct copy of a Resolution adopted at the Regular
Monthly Meeting of said Board, duly called and held,
according to law, on August 19, 2015.

CEDRIC S. GRANT, EXECUTIVE DIRECTOR
SEWERAGE AND WATER BOARD OF NEW ORLEANS



SEWERAGE AND WATER BOARD OF NEW ORLEANS

Inter-Office Memorandum

Date: July 11, 2015

From: Joseph R. Becker, P.E.
General Superintendent

To: Cedric S. Grant
Executive Director

Re: Contract 1351 – Hurricane Katrina Related Repairs to A&B Pumps and Auxiliaries at the Main Water Purification Plant Power Complex

Enclosed please find a recommendation for approval of Change Order No. 9 for the above captioned contract.

This change order encompasses the following work:

- Modifications to Turbine B to incorporate additional vibration and temperature monitoring instrumentation.

At the request of S&WB staff, the Contractor furnished and installed additional instrumentation to monitor Turbine B vibration and temperature.

The total cost of this change order is \$36,006.16. This cost is not eligible for FEMA reimbursement.

The required DBE participation goal on this contract is 6.4% percent and will remain unchanged through this approved change order. Previous change orders to this contract totaled \$201,659.85. This Change Order brings the cumulative total of Change Orders to \$237,666.01, which is 1.7% of the original bid amount of the Contract.

I would appreciate you forwarding this change order to the attention of the appropriate committees of the Board for their consideration and approval.

Joseph R. Becker, P.E.
General Superintendent

Cc: Melvin R. Spooner, Chief of Engineering
Reid L. Dennis, FEMA Program Manager Supervisor
Tiffany Carter, EDB Director
Angela Roberts, CH2M HILL
Jason P. Higginbotham, Director of Emergency Management
Kristi Sanford, Construction Manager, ECM



SEWERAGE AND WATER BOARD OF NEW ORLEANS

Inter-Office Memorandum

Date: June 11, 2015

From: Melvin R. Spooner, P.E.
Chief of Engineering

To: Joseph R. Becker, P.E.
General Superintendent

Re: Contract 1351 – Hurricane Katrina Related Repairs to A&B Pumps and Auxiliaries at the Main Water Purification Plant Power Complex

Enclosed please find a recommendation for approval of Change Order No. 9 for the above captioned contract.

This change order encompasses the following work:

- Modifications to Turbine "B" to incorporate additional vibration and temperature monitoring instrumentation.


At the request of S&WB staff, the Contractor furnished and installed additional monitoring instrumentation which was not in the original Contract scope. This cost is not eligible for FEMA reimbursement.

This results in a net increase in cost in the amount of \$36,006.16:

Original Contract Bid Price:	\$13,594,000.00
DBE Participation:	6.4%
Previous Change Orders Approved:	\$201,659.85
This Change Order Amount:	\$36,006.16
Total Cumulative Change Order % of Original Contract:	1.7%
Total Cumulative Dollar Change Order Amount:	\$237,666.01

The Engineering Department has reviewed this proposal and is recommending it for approval.

I concur:


Joseph R. Becker
General Superintendent

Cc:

Jason P Higginbotham, EMS Director
Rosita Thomas, Finance Director
Angela F. Roberts, Program Manager, CH2M
Tiffany Carter, EDB Director
Nolan Lambert, Special Counsel

Reid L. Dennis, FEMA Program Management Supervisor
Bob Moeinian, Chief of Operations
Kristi L. Sanford, Construction Mgr., ECM
Dexter Joseph, Budget Director
Melvin R. Spooner, Chief of Engineering

**SCOPE OF CHANGES
WATER PROGRAM
CONTRACT 1351
(Change Order NO. 9)**

ADDITIONAL ITEMS TO BE ADDED TO CONTRACT

Item #	FCO#	Detailed Description	Units	Unit Price	Quantity	Amount	Days	Comments
1	13	Modifications to Turbine "B" to Incorporate Additional Vibration and Temperature Monitoring Instrumentation.	1	\$36,006.16	1	\$36,006.16	15	Not Eligible for FEMA Reimbursement
TOTAL						\$36,006.16	15	

Contract DBE%	6.4%
Current DBE%	6.4%

Original	\$	13,594,000.00
Amount of previous Change Orders	\$	201,659.85
Amount this Change Order	\$	\$36,006.16
Change Orders to date	\$	237,666.01

BASE	
Original Contract Days	308
Days Previously Added	1003
Days this Change Order	15
Days Added to date	1018

REVISED CONTRACT AMOUNT \$ **13,831,666.01**


REVISED CONTRACT DAYS **1326**

**% OF ORIGINAL CONTRACT
AMOUNT**


This Change Order	0.3%
Previous Change Order	1.5%
TOTAL TO DATE	1.7%

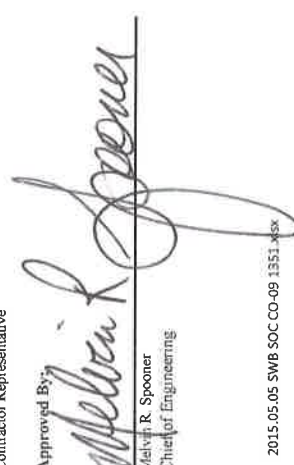
Work Order Date 9/19/2011

It is mutually agreed to perform and accept the above revisions in accordance with the original contract and applicable specifications for the above price.
It is further agreed that by signing this document the Contractor will adhere to the above stated DBE % goal.

Recommended By: 
Reid L. Dennis
S&WB Project Manager

9/15/15
Date

Proposed By: 
Lou-Con, Inc.
Contractor Representative

Approved By: 
Melvin R. Spooner
Chief of Engineering

6.3.15
Date

6/19/15
Date



SEWERAGE AND WATER BOARD OF NEW ORLEANS

Inter-Office Memorandum

Date: July 29, 2015

From: Joseph Becker, P.E.
General Superintendent

To: Cedric S. Grant
Executive Director

Re: 2015 Mid Year Capital Budget Adjustments

I am requesting an increase of \$6 million in the 2015 water capital program, an increase of \$6.7 million in the sewer capital program and an increase of \$500,000 in the drainage capital program.

WATER

In the water program, I am requesting the following changes:

CP		SWB balance*	adjustment	resulting balance
216	water replacement	1,011,360	+2,000,000	\$3,011,360
239	DPW cap proj water	126,140	+2,000,000	\$2,126,140
810	major equipment	16,000	+2,000,000	\$2,016,000

The additional money in capital program 216 will allow us to issue contracts for water main replacements. We have issued one contract for just under \$1 million and have identified several additional water mains that are in need of replacement and remain ineligible for FEMA funding.

In Capital Program 239, we have already committed over \$3 million for replacement of water mains within City of New Orleans Department of Public Works paving projects. This has nearly depleted our budget and the additional funds will ensure that we have monies available as the Department of Public Works prepares additional projects for bid.

Capital Program 810 is for the purchase of major equipment and these funds would be used to purchase pickups, crew trucks and other large fleet purchases.

SEWER

In the sewer program, I am requesting the following changes:

CP		SWB balance*	adjustment	resulting balance
318	Rehab gravity sewers	5,400,000	+1,000,000	\$6,400,000
339	DPW cap proj sewer	1,751,084	+1,500,000	\$3,251,084
360	SELA sewer	- 98,402	+ 200,000	\$ 101,598
368	Wetlands	0	+ 100,000	\$ 100,000
810	major equipment	610,000	+3,900,000	\$4,510,000

2015 Mid Year Capital Budget Adjustments

July 29, 2015

Page 2

In capital program 318, the additional money will be used to fund renewals of the current sewer main replacement contract and allow us to bid a second contract. These contracts will be used to fund the replacement of sewer mains that are not eligible for FEMA funding.

In capital program 339, we have already committed over \$3.5 million to participation on sewer replacements within DPW capital projects. The additional \$1.5 million would allow SWB to ensure participation on DPW capital projects scheduled to bid during the remainder of this calendar year.

Capital program 360 is used to fund relocations of sewer mains in advance of drainage canal construction. We currently have a negative balance of over \$98,000 in this capital program and the additional funds would be used to correct the negative balance and allow for participation on sewer relocations during the remainder of this calendar year.

Capital program 368 is used to fund the wetlands reclamation program. This program has been populated solely with state funds in the past and additional SWB funds would allow us the ability to address any improvements which may be eligible, but unfunded through the state program.

Capital program 810 is for major fleet purchases and would be used for the purchase of vector trucks, crew trucks, backhoes and supporting ancillary equipment. We have been experiencing a large problem with some of the older vector trucks in our fleet, and have been forced to rely on the more expensive options of contractors and leased vehicles.

DRAINAGE

CP	current balance*	adjustment	resulting balance
879 green infrastructure	-\$205,000	+500,000	\$295,000

Capital program 879 is for Green Infrastructure Development and is used to fund \$500,000 per year in green infrastructure program developments. This \$500,000 per year is a commitment that we made in the Third Modification of the Consent Decree. There was no budget identified for this consent decree requirement and the expenditures made in order to move towards compliance have resulted in a negative balance for this line item at this time. Funding the \$500,000 as required in the consent decree would allow us to meet our commitment to the federal government.



Joseph Becker, P.E.
General Superintendent

cc: Miller, Joseph, RThomas, Mingo, Lambert, Carter
Moeinain, Spooner, Signorelli, Arnold, August, JWilson, AWilson

*Balances in this document are as reflected in the SWB capital budget document dates June 17, 2015.

**AMENDMENT OF 2015 CAPITAL BUDGET
and REVISION OF 2015-2024 CAPITAL PROGRAM**

WHEREAS, the 2015 Capital Budget was adopted on December 17, 2015; and

WHEREAS, the 2015-2024 Capital Program was accepted on that same date; and

WHEREAS, during the recent detailed review and prioritization of the 2015 Capital Budget and the 2015-2024 Capital Program, staff determined that the scope has increased and the timing has been accelerated for nine large projects since the development of the capital budget and program; and

WHEREAS, as a result staff proposes the addition of funds in 2015 of \$13,200,000 and the reallocation of monies from later years of \$13,200,000, staff also recommends changes to the ten-year capital program;

NOW, THEREFORE, BE IT RESOLVED that the 2015 Capital Budget for Project #216 Water Replacement Projects be increased by \$2,000,000 and future years in the 2015-2024 Capital Program be decreased by \$2,000,000; and

BE IT FURTHER RESOLVED that the 2015 Capital Budget for Project # 239 Department of Public Works Capital Water Projects be increased by \$2,000,000 and future years in the 2015-2024 Capital Program be decreased by \$2,000,000; and

BE IT FURTHER RESOLVED that the 2015 Capital Budget for Project # 810 Major Equipment be increased by \$2,000,000 and future years in the 2015-2024 Capital Program be decreased by \$2,000,000; and

BE IT FURTHER RESOLVED that the 2015 Capital Budget for Project # 318 Rehabilitation of Gravity Sewer Mains be increased by \$1,000,000 and future years in the 2015-2024 Capital Program be decreased by \$1,000,000; and

BE IT FURTHER RESOLVED that the 2015 Capital Budget for Project # 339 Department of Public Works Capital Sewer Projects be increased by \$1,500,000 and future years in the 2015-2024 Capital Program be decreased by \$1,500,000; and

BE IT FURTHER RESOLVED that the 2015 Capital Budget for Project # 360 SELA Sewer Projects be increased by \$200,000 and future years in the 2015-2024 Capital Program be decreased by \$200,000; and

BE IT FURTHER RESOLVED that the 2015 Capital Budget for Project # 368 Wetlands Assimilation be increased by \$100,000 and future years in the 2015-2024 Capital Program be decreased by \$100,000; and

BE IT FURTHER RESOLVED that the 2015 Capital Budget for Project # 810 Major Equipment be increased by \$3,900,000 and future years in the 2015-2024 Capital Program be decreased by \$3,900,000; and

BE IT FURTHER RESOLVED that the 2015 Capital Budget for Project # 879 Green Infrastructure be increased by \$500,000 and future years in the 2015-2024 Capital Program be decreased by \$500,000; and

I, Cedric S. Grant, Executive Director,
Sewerage and Water Board of New Orleans,
Do hereby certify that the above and
Foregoing is a true and correct copy of a
Resolution adopted at the regular
Monthly Meeting of said Board, duly
Called and held, according to law, on
August 19, 2015.

CEDRIC S. GRANT
EXECUTIVE DIRECTOR



SEWERAGE AND WATER BOARD

Inter-Office Memorandum

Date: July 17, 2015

From: Harold D. Marchand, Deputy Special Counsel

To: Cedric S. Grant, Executive Director

Re: Assignment of Agreement for Engineering and Design Services for the Water Line Replacement Program

This is a request for authority to assign the agreement between the Board and Lambert Engineers, LLC ("Lambert") for the Water Line Replacement Program to the firm of Hatch Mont McDonald ("HMM") for the following reasons.

On March 11, 2013 the Board entered into an agreement with Lambert for engineering and design services for the Water Line Replacement Program. On September 17, 2014 there was an amendment to the agreement with Lambert to extend its services in connection with water line replacement to the Dillard and St. Anthony neighborhoods.

On May 7, 2012 Lambert entered into an Employee Transfer Agreement with HMM whereby all employees of Lambert became employees of HMM. In the agreement HMM agreed to permit the employees to continue working on active/pending Lambert projects. It was also agreed between the parties that all insurance coverages required for pending projects will be secured and paid for by HMM.

In the original agreement with the Board, Lambert agreed to not assign any interest in this agreement and to not transfer any interest in same without prior written consent of the Board.

I have consulted with Joe Becker in connection with this proposed assignment, and he is in concurrence with the proposed assignment.

Attached hereto is a proposed resolution for your review.

DEPUTY SPECIAL COUNSEL

HDM:mkt

Att.

cc: Nolan P. Lambert

n:\ag\lambert engineers, llc\water line replacement\150717grantmemo.assignment_hmm.docx

**ASSIGNMENT OF AGREEMENT FOR ENGINEERING AND DESIGN
SERVICES FOR THE WATER LINE REPLACEMENT PROGRAM**

WHEREAS, on March 11, 2013 the Sewerage and Water Board of New Orleans entered into an agreement with Lambert Engineers, LLC ("Lambert") for engineering and design services for the Water line Replacement Program; and

WHEREAS, on September 17, 2014 there was an amendment to the agreement with Lambert to extend its services in connection with the Water Line Replacement Program to the Dillard and St. Anthony neighborhoods; and

WHEREAS, on May 7, 2012 Lambert entered into an Employee Transfer Agreement with Hatch Mont McDonald whereby all employees of Lambert became employees of HMM; and

WHEREAS, in the aforementioned agreement HMM agreed to permit the employees to continue working on active/pending Lambert projects; and

WHEREAS, it was also agreed between the parties that all insurance coverages required for pending projects will be secured and paid for by HMM; and

WHEREAS, in the original agreement with the Board, Lambert agreed to not assign any interest in this agreement and to not transfer any interest in same without prior written consent of the Board; and

WHEREAS, the undersigned has consulted with Mr. Joseph Becker, General Superintendent, in connection with this proposed assignment, and he is in concurrence with same.

NOW THEREFORE BE IT RESOLVED that the Sewerage and Water Board of New Orleans authorizes the assignment of the agreement with Lambert Engineers, LLC for engineering and design services for the Water Line Replacement Program to Hatch Mont McDonald.

BE IT FURTHER RESOLVED that the President or President Pro Tem is authorized to execute the aforementioned assignment agreement.

I, Cedric S. Grant, Executive Director,
Sewerage and Water Board of New Orleans, do hereby
certify that the above and foregoing is a true and
correct copy of a Resolution adopted at the Regular
Monthly Meeting of said Board, duly called and held,
according to law, on August 19, 2015.

CEDRIC S. GRANT, EXECUTIVE DIRECTOR
SEWERAGE AND WATER BOARD OF NEW ORLEANS



"RE-BUILDING THE CITY'S WATER SYSTEMS FOR THE 21ST CENTURY"

Sewerage & Water Board OF NEW ORLEANS

MITCHELL J. LANDRIEU, President
WM. RAYMOND MANNING, President Pro-Tem

625 ST. JOSEPH STREET
NEW ORLEANS, LA 70165 • 504-529-2837 OR 52W-ATER
www.swbno.org

August 19, 2015

Finance Committee
Sewerage & Water Board of New Orleans
625 St. Joseph Street
New Orleans, LA 70165

RE: Water Hammer MOA

Dear Members of the Finance Committee,

The Federal Emergency Management Agency (FEMA) Public Assistance Program has authorized the funding of the Sewerage & Water Board of New Orleans (SWBNO) Water Hammer to prevent future damage to the water distribution system for the City of New Orleans. The damage caused by intermittent loss of water pressure has aggravated disaster damages throughout the system. This 406 Hazard Mitigation Proposal is unique to SWBNO, and we have worked closely with FEMA and our consultants to modify the proposal to match the existing system and ensure it will function as intended for the short and long term.

In order to meet our responsibilities under the National Historic Preservation Act and the Advisory Council on Historic Preservation (ACHP)'s regulations, 36 CFR §800.6(b)(1)(iv), in the treatment of the Water Hammer Mitigation project at the Carrollton Water Treatment Facility, SWBNO worked with the FEMA, State Historic Preservation Office (SHPO), and the public to develop a Memorandum of Agreement (MOA), 36 CFR §800.16(o), to address the effects the water tower may have on the Carrollton Historic District. The MOA includes measures that will allow the required water towers to be designed and installed to minimize and mitigate those effects to the historic Carrollton Water Treatment Facility and the Carrollton Historic District.

The focused assignment resulted in measures that directly enhance, interpret, or minimize effects to historic properties and include: design considerations and a design review process; vibration monitoring during construction; a tree preservation plan; installation of historic markers; a display describing the SWBNO's water distribution system; a limited historic survey of the Carrollton Water Treatment facility; archival quality copies of selected historic plans and photographs; and minor improvements to the historic view shed of the Head House.

FEMA and SHPO along with consulting parties have determined that these treatment measures are sufficient to minimize and mitigate the adverse effect resulting from the SWBNO Water Hammer project. SWBNO supports this approach and request this Resolution be passed, R-122-2015, as a Signatory on the MOA along with FEMA and SHPO.

Sincerely,



Jason Higginbotham, CEM, LEM-P
Director of Emergency Management and FEMA Grants
Sewerage & Water Board of New Orleans

**MEMORANDUM OF AGREEMENT
AMONG THE FEDERAL EMERGENCY MANAGEMENT AGENCY
THE LOUISIANA STATE HISTORIC PRESERVATION OFFICER
AND THE SEWERAGE AND WATER BOARD OF NEW ORLEANS
REGARDING WATER DISTRIBUTION SYSTEM POINT REPAIRS
(THE WATER HAMMER PROJECT)
8800 SOUTH CLAIBORNE AVE.
NEW ORLEANS, ORLEANS PARISH, LA (PW #18836v5)**

WHEREAS, the Federal Emergency Management Agency (FEMA) of the Department of Homeland Security, pursuant to Section 406 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. §5121-5206) and implementing regulations in Title 44 of the Code of Federal Regulations (44 CFR Part 206), proposes to provide hazard mitigation funds from FEMA Public Assistance, to the Sewerage and Water Board of New Orleans (S&WB), through the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP), in response to damages caused by Hurricane Katrina (DR-1603-LA) to upgrade the water distribution facilities as described in PW #18836v5, by repairing/replacing interior components such as piping, pumps, and mechanical and electrical upgrades at the Carrollton Water Treatment Plant (Plant); constructing a new building within the Plant to house the Variable Frequency Drives (VFD) system; constructing two off-site bladder tank buildings; and constructing two water storage tank towers within the Plant, to reduce the occurrence of a "water hammer"¹ effect in New Orleans, LA (Undertaking); and

WHEREAS, FEMA previously consulted on the proposed replacement or repair of eight existing water distribution pumps within the Claiborne Pumping Station, Panola Pumping Station, and Low Lift Building, and determined that this project would cause "No Adverse Effect to Historic Properties" provided that the "removal of existing equipment and delivery of new equipment shall be through existing openings only" and that the "removal of portions of the buildings' roofs, walls, or other openings will not be permitted." FEMA received a letter dated August 22, 2011 from the Louisiana State Historic Preservation Officer (SHPO) and a letter dated August 31, 2011 from the Jena Band of Choctaw Indians concurring with FEMA's determination. The proposed replacement and repair of the water distribution pumps has been incorporated into the scope of the current Undertaking and the conditions to ensure that historic properties will not be adversely affected are included in this Memorandum of Agreement (MOA); and

WHEREAS, FEMA initiated consultation with letters dated September 8 and December 8, 2014 to SHPO, Alabama Coushatta Tribe of Texas, Choctaw Nation of Oklahoma, Chitimacha Tribe of Louisiana, Coushatta Tribe of Louisiana, Jena Band of Choctaw Indians, Mississippi Band of Choctaw Indians, Muscogee (Creek) Nation, Poarch Band of Creek Indians, Seminole Nation of Oklahoma, Seminole Tribe of Florida, and Tunica Biloxi Tribe of Louisiana (collectively referenced as "Tribes") regarding the Undertaking described in PW #18836v5 in accordance

¹ The water hammer effect is the abrupt transient surges in water pressure caused by pump shut-downs due to loss of power or power surges. The force of the water hammer effect causes pipe joints to leak, and water mains and connections to break.

with Section 106 of National Historic Preservation Act, 54 U.S.C. § 300101 et seq., (NHPA), its implementing regulations, 36 CFR Part 800, and the *Programmatic Agreement among FEMA, the Louisiana State Historic Preservation Officer, the Louisiana Governor's Office of Homeland Security and Emergency Preparedness, the Alabama-Coushatta Tribe of Texas, the Caddo Nation, the Chitimacha Tribe of Louisiana, the Choctaw Nation of Oklahoma, the Coushatta Tribe of Louisiana, the Jena Band of Choctaw Indians, the Mississippi Band of Choctaw Indians, the Quapaw Tribe of Oklahoma, the Seminole Nation of Oklahoma, the Seminole Tribe of Florida, the Tunica-Biloxi Tribe of Louisiana, and the Advisory Council on Historic Preservation* that was executed August 17, 2009, and amended on July 22, 2011 (*2009 Statewide PA as amended*); and

WHEREAS, FEMA received no objection to its determination in the September 8 and December 8, 2014 consultation letters to SHPO and Tribes that the proposed construction of the off-site bladder tanks will not affect historic properties and FEMA has fulfilled its responsibilities under Section 106 for this part of the Undertaking; and

WHEREAS, The Muscogee (Creek) Nation notified FEMA on January 22, 2015, that it is unaware of any Muscogee cultural or sacred sites located within the immediate project area and it concurred that there should be no effects to any known historic properties, and no Tribes have expressed an interest in the Undertaking and therefore FEMA has fulfilled its NHPA Section 106 responsibilities to consult with Tribes. In the future, FEMA will not consult with or provide reports, materials, etc. to the notified Tribes regarding this Undertaking unless properties that may have traditional religious and cultural importance to Tribes are identified through the inadvertent discoveries and unexpected effects provisions set out in Stipulation V of this MOA; and

WHEREAS, FEMA, in consultation with SHPO, determined that the Standing Structures Area of Potential Effects (APE) at the Carrollton Water Treatment Plant, 8800 S. Claiborne Avenue, including the construction of the two water storage tanks, contains portions of the Carrollton National Register Historic District (Carrollton NRHD). The Archaeological APE includes all areas of the plant where ground disturbing activities will take place and consists of a total of 24 acres. The Standing Structures and Archaeological APEs are shown in Figure 1; and

WHEREAS, the Carrollton Water Treatment Plant is identified as a "Landmark" in the Carrollton Historic District NRHP nomination, and FEMA, in consultation with SHPO, has determined to treat all Carrollton Water Treatment Plant buildings that are over 50 years of age as contributing elements of the Carrollton NRHD for the purposes of this Undertaking; and

WHEREAS, FEMA, in consultation with SHPO, evaluated the Carrollton Water Treatment Plant and determined that the plant property is unlikely to contain NRHP eligible archaeological resources, and given the depth and plant-wide nature of the disturbance on the site, no further archaeological identification efforts are necessary and any archaeological resources that are identified during construction will be addressed through the discovery stipulation of this MOA; and

WHEREAS, SHPO concurred in a letter dated October 2, 2014, with FEMA's determination that the construction of a new building to house the Variable Frequency Drives (VFD) system is likely to not adversely affect historic properties provided that a design review process is included in the MOA to ensure that the design does not introduce additional adverse effects to historic properties; FEMA's determination that the construction of the two water storage tanks constitutes an adverse effect to the Carrollton NRHD; and FEMA's decision to develop an MOA; and

WHEREAS, in accordance with Stipulation IX.A of the *2009 Statewide PA as amended* and 36 CFR §800.6(a)(1), FEMA notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination in a letter dated October 14, 2014. ACHP responded that it will not participate in the consultation to develop an MOA to avoid, minimize, and mitigate the adverse effects of this Undertaking in a letter to FEMA dated October 23, 2014; and

WHEREAS, FEMA and SHPO are the Signatories to the MOA as defined in 36 CFR §800.6(c)(1); and

WHEREAS, FEMA consulted with S&WB, the Subgrantee, and in recognition that it may assume responsibilities to perform various actions described by this MOA, FEMA has invited S&WB to participate in this consultation and execute this MOA as an Invited Signatory as defined in 36 CFR §800.6(c)(2); and

WHEREAS, FEMA provided information to GOHSEP; Preservation Resource Center of New Orleans (PRC); Louisiana Landmarks Society; Foundation for Historical Louisiana; Carrollton United; Community Commitment; P-Town Project; Carrollton Area Network (CAN); Palmer Park Neighborhood Association; Carrollton-Riverbend Neighborhood Association (CRNA); North West Carrollton Association; Carrollton Trust; and Urban Conservancy, about the Undertaking, and notified these organizations regarding the opportunity to participate in this consultation; and

WHEREAS, GOHSEP, CRNA, Carrollton Trust, CAN, and PRC have requested Consulting Party status, participated in the consultation, and are invited by FEMA to participate in this consultation and sign this MOA as a Concurring Party as defined in 36 CFR §800.6(c)(3); and

WHEREAS, a representative of North West Carrollton Association participated in several Section 106 consultation meetings and received project documentation available to the Consulting Parties, but did not request Consulting Party status; and

WHEREAS, FEMA determined to utilize the NHPA Section 106 review process as an additional opportunity for FEMA to accept and consider public comments on National Environmental Policy Act (NEPA) related issues and supplement the public outreach efforts required by Executive Order 11988 and NEPA; and

WHEREAS, FEMA provided information to the public regarding the Undertaking on the Louisiana Department of Culture, Recreation and Tourism (CRT) website, the PRC blog, and its

website, and invited the public to post electronic comments to the CRT website; send comments to FEMA-NOMA@dhs.gov; or mail comments to FEMA; and

WHEREAS, in response to the initial CRT posting on January 26, 2015, FEMA received comments regarding the effects of construction on the surrounding neighborhood and the design of the water towers; and

WHEREAS, FEMA took additional steps to give historic preservation organizations and neighborhood associations the opportunity to provide input on treatment measures to offset the visual adverse effect that will result from the construction of the two water towers by extending the comment period on the CRT website until March 25, 2015, and presenting information at the CRNA Board Meeting on March 12, 2015, and the Carrollton Area Network meeting on March 23, 2015, and received additional suggestions regarding the design of the water towers; paint colors and possible logos; landscaping; streetscape improvements including bus stops, sidewalks, street repairs, and perimeter fencing; improvements to the Harrell Park playground; public interpretation of the historic Carrollton neighborhood and the historic S&WB facility including the process of manufacturing potable water; the inclusion of cellular transmission towers; and a request for a grant program to restore windows and doors of historic properties in the vicinity of the S&WB property; and

WHEREAS, in addition to the input by the Consulting Parties on the development of the MOA, FEMA considered the suggestions and comments received during the public comment period through the section 106 consultation process in order to identify additional minimization and mitigation measures that are feasible, eligible for FEMA funding, cost-effective, and serve a long-term public benefit for inclusion in this MOA;

NOW THEREFORE, FEMA, SHPO, and S&WB agree that the Undertaking will be implemented in accordance with the following Stipulations to take into account the effects of the Undertaking on historic properties and to satisfy FEMA's Section 106 responsibilities for the Undertaking.

STIPULATIONS

To the extent of its legal authority and in coordination with SHPO, S&WB, PRC, CRNA, CAN, Carrollton Trust, and GOHSEP, FEMA will require that the following measures are implemented:

I. GENERAL

A. Responsibilities and Roles of Signatories, Invited Signatory, and Concurring Parties

1. A Consulting Party will be recognized by FEMA as a Signatory, Invited Signatory, or a Concurring Party starting on the date the Consulting Party signs this MOA as a Signatory, Invited Signatory, or Concurring Party and provides FEMA with a record of this signature.
2. FEMA will provide all Signatories, Invited Signatories, and Concurring Parties with the opportunity to review and comment on various documents and reports under the terms of this MOA. Determinations or reviews that have been completed by FEMA under the terms of this MOA prior to the signature of a Concurring Party will not be reconsidered because the Concurring Party did not have the opportunity to review and comment.
3. The failure of any Signatory, Invited Signatory, or Concurring Party to comment during the time frames set out in this MOA will be treated by FEMA as concurrence, and FEMA may proceed to the next step without taking additional steps to seek comments from that party.
4. It is the responsibility of each Signatory, Invited Signatory, or Concurring Party to immediately inform FEMA of any changes in the name, address, e-mail address or phone number of the point-of-contact. FEMA will forward this information to the Signatories, Invited Signatory, and Concurring Parties by e-mail. The failure by any party to this MOA to notify FEMA of changes to their point-of-contact's information will not be grounds for asserting that notice of a proposed action was not received. All notices required pursuant to this MOA may be delivered electronically to:
 - a. If FEMA: Gail Lazaras at Gail.Lazaras@fema.dhs.gov and Jerame Cramer at Jerame.Cramer@fema.dhs.gov;
 - b. If S&WB: Jason Higginbotham, 625 St. Joseph Street Room 117, New Orleans, LA 70165, 504-585-2015, jhigginbotham@swbno.org and Christopher Bergeron, 8800 S. Claiborne Ave, Mechanical Engineering, New Orleans, LA 70118, 504-865-0630, cbergeron@swbno.org;
 - c. If SHPO: Nicole Hobson-Morris at nhmorris@crt.state.la.us at Office of Historic Preservation/Capitol Annex Building, 1051 North Third Street, Baton Rouge, LA 70802;
 - d. If GOHSEP: Ellen Ibert at ellen.ibert@la.gov or at GOHSEP, 1500 Main Street, Baton Rouge, LA 70802;
 - e. If PRC: Michelle Kimball at mkimball@prcno.org or at 923 Tchoupitoulas Street, New Orleans, LA 70130;
 - f. If CRNA: Barry Brantley at bbrantley@earthlink.net, 504-866-3855 Cell [504-782-0417](tel:504-782-0417);
 - g. If Carrollton Trust: Drew Ward at drew.ward@gmail.com, 504-638-8058; and
 - h. If CAN: H.V. Nagendra at H.Nagendra@att.net, 504-616-5972.

B. Delivery Methods for Communications included in MOA

1. The Signatories, Invited Signatory, and Concurring Parties may send and accept official notices, comments, requests for further information and documentation, and other communications required by this MOA by e-mail.
2. If the size of an e-mail message is unusually large or an e-mail is returned to a sender because its size prevents delivery, the sender will contact the recipient(s) and determine alternative methods to deliver the information.
3. Time sensitive information that is not sent by e-mail should be sent by overnight mail, courier, or be hand-delivered and the time frame for its review will be measured by the date the delivery is signed for by the individual recipient or the agency or organization representing the Signatory, Invited Signatory, or Concurring Party.

C. Time Frames

1. All references to time periods in this MOA are in calendar days. If a review period included in this MOA ends on a Saturday, Sunday, or State or Federal holiday, the review period will be extended until the next business day. Any electronic communication forwarding plans or other documents for review under the terms of this MOA that is sent after 4:00 pm Central Time will be deemed to have been received by the reviewing party on the next business day.
2. E-mail comments by the Signatories, Invited Signatory, or Concurring Parties on any plans or documents submitted for review under this MOA are timely if they are received at any time on or before the last day of a review period. Responses sent by mail will be accepted as timely if they are postmarked by the last day allowed for the review.

D. FEMA Qualified Staff

1. FEMA shall use Federal, State, or contractor staff whose qualifications meet the Secretary of the Interior's (SOI) *Professional Qualifications Standards (Professional Qualifications)* for Architecture, Historic Architecture, or Architectural History as defined in 36 CFR Part 61, Appendix A, (Qualified Staff), as determined by FEMA's Federal Preservation Officer.

II. MEASURES TO AVOID OR MINIMIZE ADVERSE EFFECTS

- A. Review of Project Alternatives: In order to avoid future "water hammer" effects, S&WB has determined that it is necessary to construct two 2.0 million gallon elevated tanks on the Plant property.
- B. Installation of Water Distribution Pumps: FEMA Qualified Staff will review plans to ensure that the delivery or removal of equipment to replace or repair of existing water distribution pumps within the Claiborne Pumping Station, Panola Pumping Station, and

Low Lift Building will be through existing openings only and that removal of the buildings' roofs, walls, or other openings is not permitted. If FEMA Qualified Staff determines, in accordance with Stipulation VII of the *2009 Statewide PA as amended*, that the proposed replacement or repair conforms to the Programmatic Allowances, FEMA is not required to consult further with SHPO. If FEMA determines that the proposed replacement or repair project does not conform to the Programmatic Allowances, it will complete the review following the process in the *2009 Statewide PA as amended*.

- C. Vibration Monitoring: Prior to the commencement of any construction, demolition or site disturbance, S&WB will establish a Vibration Tolerance and Monitoring Program (Program) to safeguard historic properties within the APE from inadvertent damage from vibration due to construction and ground disturbing activities. A structural engineer experienced in traditional materials will develop this program and will take into consideration current soils conditions, strength and duration of disturbance, cumulative effects of ongoing vibration, construction type and current condition of built resources within the APE. The Program will reference the Bureau of Mines' and Federal Transit Administration's vibration standards and justify any discrepancies with these authorities due to site or location specific conditions and provide for a hotline for complaints about construction activities.

1. The Program will define:

- a. Acceptable ranges of vibration within the APE based on geographic proximity to resources;
 - b. Existing baseline vibration levels;
 - c. Protocols for regular on-site monitoring;
 - d. The existing condition of buildings and structures that may be affected by construction by photographic documentation to allow S&WB to identify construction related damage, if any;
 - e. stop work protocols, and
 - f. Protocols for further limiting vibrations, as necessary.
2. S&WB will forward information about the Program to FEMA and GOHSEP, and FEMA will submit the Program to SHPO for a 15-day review and comment period. FEMA will forward SHPO's comments, if any, on the Program to S&WB and GOHSEP. S&WB will revise the Program in response to SHPO's comments or S&WB will notify FEMA in writing and explain why it is unable to incorporate SHPO's comments. If necessary, FEMA will consult further with S&WB, GOHSEP, and SHPO to finalize the Program.

- D. Construction of VFD Building: The Consulting Parties had the opportunity to review and comment on the exterior design of the VFD Building to ensure that its construction does not adversely affect the Carrollton NRHD:

1. FEMA provided the 70% Preliminary Issue drawings dated 10-14-14 of the exterior of the proposed VFD Building for a 15-day review and comment period to the Consulting Parties for review and comment on January 12, 2015. Through the Section 106 consultation process, FEMA and the Consulting Parties determined to review and comment on the exterior design of the VFD building at the 90% design phase.
 2. S&WB forwarded the 90% design drawings to GOHSEP and FEMA on March 6, 2015 and FEMA provided the 90% design drawings of the exterior of the proposed VFD Building to the Consulting Parties on March 9, 2015 for a 15-day review and comment period. FEMA forwarded comments on the 90% proposed design to S&WB and GOHSEP, and will consult further with S&WB, GOHSEP, and SHPO and notify the Consulting Parties of revisions to the 90% design.
- E. Tree Preservation Plan: S&WB has determined that it is feasible to retain the two large live oak trees near the fence along the Leonidas Street property line. SHPO recommends that these two trees be kept in-place to provide some visual screening of the water towers from the neighborhood. S&WB will develop a tree preservation plan to describe the steps that will be taken during construction to protect the tree(s) from damage. S&WB will provide FEMA and GOHSEP with a copy of the tree preservation plan, and FEMA will provide this information to the Signatories and Concurring Parties.
- F. Contractor Compliance with MOA: S&WB will include provisions in the construction documents to inform potential bidders that the S&WB is required to comply with the terms of this MOA, including the design review described in Stipulation III.D and the Unmarked Human Burial Site Preservation Act, during the implementation of the Undertaking.

III. MITIGATION MEASURES

- A. Water Tower Design: SHPO and PRC have expressed a preference for the "Composite" water tower design rather than the "Spheroid" water tower design, and in response to several factors, including the input from the Section 106 Consultation, S&WB has determined to request bids on the "Composite" water tower design. The Consulting Parties further examined alternative designs for the water tank to recommend a design including dimensions, proportions, and roof design that conforms to S&WB's engineering requirements and is compatible with the historic industrial buildings at the Carrollton Water Treatment Facility. The Consulting Parties also identified the design of the scoring on the concrete stem of the water tower and the color of the poured concrete stem as design elements that may lessen the visual effect of the water towers.
- B. Water Tank Paint Color: The Consulting Parties recommend that the tank at the top of the new water towers be uniformly painted white or a light color and that the use of any identifying symbols or logos be conservative and face outward to the street. The

Consulting Parties recognize that S&WB's preference is for its water meter logo placed once on each tower facing the nearest street.

- C. **Water Tank Design:** The Consulting Parties recommend that the water tank's proportions maximize vertical tank height within the elevation range needed to retain water pressure and to minimize the tank width while keeping the necessary water volume capacity. The Consulting Parties also recommend a visible overhang on the top of the tank.
- D. **Water Tower Design Reviews:** Following the selection of the general contractor and the subcontractor that will design and manufacture the water tower and tank, S&WB will forward plans showing the dimensions, proportions, and roof design of the water tank and tower, the proposed concrete scoring pattern, the proposed color of the concrete that will be used to construct the stem, and the painting plan for the water tower to GOHSEP and FEMA. Information regarding the proposed concrete color will also include information about other available concrete colors that will not result in additional project costs. Plans may be submitted by S&WB as they are available or as one package. FEMA will provide the plan or plans for a 15-day review and comment period to the Signatories and Concurring Parties. FEMA will forward comments, if any, on the plan or plans to S&WB and GOHSEP. S&WB will revise the plan or plans, as feasible, in response to comments or S&WB will notify FEMA and GOHSEP in writing and explain why it is unable to incorporate the comments. If necessary, FEMA will consult further with S&WB, GOHSEP, SHPO, and the commenting party to address the comments.
- E. **Historical Markers:** FEMA, in coordination with SHPO, will provide publically accessible historical markers. S&WB will approve the content of the markers to ensure the safety of the facility. FEMA will begin development of these markers within six months of execution of this MOA and coordinate with SHPO and S&WB to finalize the content and final locations of these markers.
 - 1. **Water Treatment Process:** FEMA will provide a marker describing how water is turned into drinking water. The content and design of the marker will be targeted for a middle school audience. FEMA and S&WB will coordinate with the New Orleans Recreation Development Commission to locate this marker in a public location at or near Harrell Stadium.
 - 2. **History of the Carrollton Water Treatment Facility:** FEMA will provide a marker describing the history of the Plant including notable architect/engineers. This marker will be developed through the Louisiana Historical Marker Program. FEMA will work with this program and S&WB to locate this marker in a visible location as close to the main entrance of the Carrollton Water Treatment Plant as feasible.
 - 3. **Carrollton Neighborhood History:** FEMA will provide a marker describing the general history of the Carrollton Neighborhood. This marker will be developed through the Louisiana Historical Marker Program. FEMA will work with this program and Carrollton neighborhood associations to draft content and to locate this marker in a visible location as close to the intersection of South Carrollton Avenue and Claiborne Avenue as possible.

- F. **Display:** FEMA, in coordination with S&WB, will examine the feasibility of a publically available display appropriate for an elementary school audience describing how S&WB distributes water across the City of New Orleans and identify a recipient for the display.
1. If, after nine months of execution of this agreement, no recipient is identified for this display, FEMA will notify the Signatories, Invited Signatory, and Concurring Parties and no further action is required.
 2. If a recipient is identified, FEMA will provide this display within twelve months of identification.
 3. FEMA will design and produce this display in coordination with SHPO, S&WB and the recipient.
 4. FEMA will provide SHPO with the opportunity to review and comment on draft(s) of this display.
 5. S&WB will approve the content of the display.
 6. The recipient will install this display.
- G. **Historic Survey:** Within one year of execution of this MOA, FEMA will complete a limited historic survey of the Carrollton Water Treatment Plant of all buildings and structures (http://www.cr.nps.gov/nr/publications/bulletins/nrb15/nrb15_4.htm) over 50 years old at the execution of this MOA. FEMA will complete this survey in coordination with SHPO and provide SHPO with the opportunity to review and comment on drafts of this survey. S&WB will approve the content of the survey prior to completion. FEMA will produce archival quality survey materials and distribute one copy to S&WB, two copies to SHPO (including the State Museum), and one copy to UNO's Earl K. Long Library. FEMA will notify the Signatories, Invited Signatory, and Concurring Parties when the archival quality history survey has been delivered to SHPO and UNO. The survey will include:
1. A general overview of the history of the Carrollton Water Treatment Plant and description of the origin and parameters of the limited historic survey using HABS Outline Format tailored to the scope of this project.
 2. Description (written, photographic and location) of all buildings & structures over 50 years old.
 3. Year built and architect (if known)
 4. Original use (only) of the building/structure
 5. A digital copy of original plans, if available
 6. Other documentation if over 50 years old (photos, site plan, etc.)
- H. **Archive Selected S&WB Plans/Photos:** FEMA will archive copies of selected historical plans and photographs provided by S&WB within one year of execution of this MOA. FEMA will select the material for archiving in coordination with SHPO and in conjunction with the Historic Survey (Stipulation III.G). S&WB will approve the material selected for archiving. FEMA will provide two copies of the archival material

to SHPO and one copy to UNO's Earl K. Long Library. The archived material will consist of:

1. Digital copies of original historical plans and photos from S&WB archives.
 2. Archival quality prints of at least ten individual historical plans and at least ten historical photos.
- I. **View Shed on Sycamore Street/Place:** S&WB will begin planning for the following improvements to the view shed along Sycamore Street/Place on the Carrollton WTP within six months of execution of this MOA. S&WB will ensure that construction for this stipulation is completed in conjunction with the Undertaking. S&WB will provide FEMA with documentation (email/photo) when complete. See Figure 2 for illustration.
1. **Fence along Sycamore Street/Place:** FEMA will provide funding for S&WB to replace in kind the fence that parallels Sycamore Street/Place on the Harrell Stadium side, approximately 180 feet.
 2. **View Shed:** S&WB will make a reasonable effort to allow an unhampered view along Sycamore Street/Place by moving the dumpster and consolidating its current staging ground to minimize obstructions.

IV. CHANGES TO THE SCOPE OF WORK

- A. S&WB will notify GOHSEP and FEMA as soon as practicable of any substantial change to the Undertaking, such as a decision to only construct one water tower; changes to scope of work that may require a change in the proportions of the water tank, the scoring pattern or color of the concrete stem, the painting plan, or an increase in the height of either of both water towers greater than 20 feet; a change in location of either or both of the water towers in the Carrollton Water Treatment Plant from the proposed location in the visitor's parking lot within 200 feet of the Claiborne station and the location within 200 feet of the Panola station; and changes in the height, exterior materials, roof type, or fenestration pattern of the new VFD Building.
- B. FEMA will review the proposed changes, and if FEMA determines that the changes will result in additional adverse effects to the Carrollton NRHD, it will notify SHPO, S&WB, and the Concurring Parties by e-mail within 7-days and will consult with these parties to determine if there are feasible alternatives that may avoid or minimize the additional adverse effects. SHPO and Concurring Parties agree to cooperate with FEMA and S&WB to discuss the feasibility of alternatives that may avoid or minimize the additional adverse effects within a reasonable time frame. If FEMA determines that the proposed changes will not result in additional adverse effects, it will notify SHPO, S&WB, and the Concurring Parties of its determination that the proposed change will not result in additional adverse effects and the Undertaking may be completed with the proposed change. If the SHPO, S&WB, or a Concurring Party objects to FEMA's determination

that the changes will not result in additional adverse effects within 7-days of FEMA's notice, FEMA will consult to resolve the objection following the process set out in Stipulation VII, Dispute Resolution.

V. INADVERTENT DISCOVERIES AND UNEXPECTED EFFECTS

- A. If, in the course of the Undertaking, archaeological deposits, as defined in 36 CFR §60.4(d), are discovered or unexpected effects to historic properties, including architecture, architectural elements, and/or archaeology, are identified, S&WB will ensure that its contractor immediately stops work in the general vicinity of the inadvertent discovery or unexpected effect and takes all reasonable measures to avoid or minimize harm to the finds or affected property. S&WB will ensure that the discovery or unexpected effects are secured and stabilized, as necessary, and access to the area is restricted.
- B. S&WB will notify FEMA and GOHSEP of inadvertent discoveries or unexpected effects as soon as practicable, but no later than three days following the discovery or unexpected effect. FEMA will notify and consult with the SHPO and others, including Tribes as appropriate, to determine if further steps to evaluate the NRHP eligibility and treatment of the discovery are necessary. FEMA may, in consultation with the SHPO, assume that a newly discovered property is eligible for the NRHP for purposes of this MOA.
- C. If FEMA and SHPO and others, as appropriate, conclude that the discovery does not contain human remains, is not eligible for the NRHP, and will not adversely affect a historic property, FEMA will notify S&WB that work may resume in the area of the discovery or unexpected effect.
- D. If FEMA and SHPO and others, as appropriate, determine that further steps are necessary to evaluate or treat the unexpected effect or the newly discovered property and it does not contain human remains, FEMA will work with SHPO, S&WB, GOHSEP, and others, as appropriate, to agree on timeframes to determine ways to avoid, minimize, or mitigate any adverse effects to the inadvertent discovery or the unexpected effect to a historic property. Any party to this consultation may request an on-site meeting to review the situation. FEMA will confirm the initial agreements of the parties regarding the timeframes for this consultation and any other agreements regarding the treatment of the inadvertent discovery or unexpected effect in an e-mail sent to GOHSEP, S&WB, SHPO, and any other Concurring Party.
- E. If human skeletal remains are uncovered during the Undertaking, S&WB will immediately notify GOHSEP, FEMA, and the local law enforcement officials. The local law enforcement officials will assess the nature and age of the human skeletal remains. S&WB will ensure that the notice of the discovery required by Louisiana Unmarked Human Burial Sites Preservation Act (LA R.S. 8:671 et seq) is given to the Secretary of CRT or the Secretary's designee by contacting the Louisiana Division of Archeology at 225-342-8170 within seventy-two (72) hours of the discovery. If the coroner determines

that the human skeletal remains are older than 50 years of age, the Secretary of CRT has jurisdiction over the remains. FEMA will work with SHPO, Tribes, the Louisiana Division of Archaeology, S&WB, and GOHSEP to ensure compliance with this State law, other applicable laws, and this MOA. In addition, FEMA will require that the guidelines contained in the ACHP's 2007 "Policy Statement Regarding Burial Sites, Human Remains, and Funerary Objects" or any subsequent Policy Statements that are issued after the execution of this MOA are followed.

- F. At the conclusion of any consultation regarding discoveries or unexpected effects, FEMA will provide all parties that participated in the consultation with a written summary of the consultation and its resolution. This summary may be provided by e-mail.
- G. FEMA will notify S&WB and GOHSEP by e-mail when the consultation to resolve effects caused by a discovery or unexpected effects is concluded and work may be resumed in the area of the discovery or unexpected effect.

VI. ANTICIPATORY DEMOLITION/INTENTIONAL DESTRUCTION OF HISTORIC PROPERTIES

FEMA will not grant assistance to S&WB should it, with intent to avoid the requirements of this MOA or Section 106 of the NHPA, significantly adversely affect a historic property to which the assistance would relate, or having legal power to prevent it, allow such significant adverse effect to occur. After consultation with SHPO and ACHP, FEMA may determine that circumstances justify granting such assistance despite an adverse effect created or permitted by S&WB, and will complete consultation pursuant to 36 CFR §800.9(c).

VII. DISPUTE RESOLUTION

- A. Should any Signatory, Invited Signatory, or Concurring Party object in writing to FEMA within the timeframes provided by this MOA to any actions provided for review, FEMA shall notify S&WB and GOHSEP and consult further with the objecting party, S&WB, GOHSEP, and other parties, as appropriate, to seek resolution.
- B. FEMA will obtain a determination from the Secretary of Interior pursuant to 36 CFR Part 63 if FEMA is not able to resolve SHPO or a Tribe's objection regarding National Register eligibility of a new discovered property or a previously unevaluated property that is unexpectedly affected by the Undertaking following the consultation described in Stipulation V.

- C. If FEMA determines that a dispute regarding an issue or issues other than NRHP eligibility cannot be resolved, FEMA shall forward all relevant documentation and FEMA's proposed resolution of the dispute to the ACHP. Within fifteen (15) days after receipt of this information, the ACHP will:
1. Advise FEMA that it concurs with FEMA's resolution of the dispute; or
 2. Provide FEMA with recommendations, which FEMA shall take into account in reaching a final decision regarding the dispute; or
 3. Notify FEMA that it shall comment pursuant to 36 CFR §800.7(c), and proceed to comment. Any comment provided shall be taken into account by FEMA in accordance with 36 CFR §800.7(c)(4) with reference to the subject of the dispute.
 4. Any ACHP recommendations or comments will be limited to the subject of the dispute.
- D. If ACHP does not provide FEMA with comments or recommendations within fifteen (15) days, FEMA may assume that ACHP does not object to its recommended approach and it shall proceed accordingly.
- E. FEMA will notify the Signatories, Invited Signatories, and Concurring Parties of its resolution of the dispute and provide documentation of its consultation with ACHP within fifteen (15) days following the completion of ACHP's review.
- F. FEMA's responsibilities to fulfill all requirements of the MOA that are not subject of the dispute shall remain unchanged.

VIII. PUBLIC OBJECTIONS

If at any time during implementation of the measures stipulated in this Agreement, should an objection relevant to the implementation of Stipulations II to V in this MOA be raised by a member of the public, FEMA shall take the objection into account, notify S&WB, GOHSEP, SHPO, and Concurring Parties and consult as needed with the objecting party, S&WB, GOHSEP, and SHPO and Concurring Parties, prior to FEMA's resolution of the objection. S&WB is not required to cease work on activities unrelated to the objection while the objection is being reviewed and resolved. FEMA will notify ACHP of its resolution of a public objection.

IX. AMENDMENTS, TERMINATION, AND NONCOMPLIANCE

- A. If S&WB determines that it is not feasible to complete the Undertaking or fulfill the requirements of this MOA, S&WB will immediately notify FEMA and GOHSEP in writing of this determination. Within twenty-one (21) days of receiving this notice, FEMA will meet with the Signatories, Invited Signatory, and Concurring Parties, in

person or by telephone, to determine if the MOA must be amended or terminated, and proceed accordingly.

- B. Any Signatory or Invited Signatory may request in writing that the MOA be amended or terminated. Within twenty-one (21) days of such a request, FEMA will convene a meeting of the Signatories, Invited Signatory, and Concurring Parties to consider this request. The Parties will make a good faith effort to amend the MOA prior to any Party taking steps to terminate it. The MOA may be amended upon the written agreement of the Signatories and Invited Signatory, and the process will comply with 36 CFR §800.6(c)(7).
- C. FEMA is not required to convene a meeting of the Signatories, Invited Signatory, and Concurring Parties if the purpose of an amendment is to extend the duration of the MOA to allow additional time to complete construction of the Undertaking and/or complete the Mitigation Measures set out in Stipulation III. FEMA will convene a meeting if requested in writing by a Signatory, Invited Signatory, or Concurring Party.
- D. If the MOA is not amended, the Signatories or Invited Signatory may terminate the MOA by providing a thirty (30) day written notice to the other Signatories, Invited Signatory, and Concurring Parties. The Signatories, Invited Signatory, and Concurring Parties will cooperate in good faith to seek amendments or other actions that would prevent termination during this thirty (30) day time frame. Should consultation fail, FEMA will promptly notify the Signatories, Invited Signatory, and Concurring Parties in writing of termination. Termination of the MOA will require FEMA to comply with the Statewide Programmatic Agreement in effect on the date of the termination. This MOA may be terminated without further consultation by execution of a subsequent agreement that explicitly terminates or supersedes this MOA.

X. DURATION


- A. Unless amended or terminated in accordance with Stipulation IX, this MOA will remain in effect through December 31, 2020, or until FEMA determines that it has been satisfactorily fulfilled. FEMA shall amend the MOA to extend the duration date if construction and/or the Mitigation Measures included in Stipulation III are not complete. If necessary, the amendment extending the duration date will be retroactive to the duration date referenced above and the terms of the MOA will not lapse during any gap between this duration date and execution of the amendment.
- B. S&WB will notify GOHSEP and FEMA when the Undertaking is completed, and FEMA will notify the Signatories, Invited Signatory, and Concurring Parties by e-mail when it determines that the terms of this MOA have been fulfilled. The notice date will be the effective date of the termination unless the notice specifically states a different termination date.

XI. EFFECTIVE DATE AND IMPLEMENTATION OF MOA

This MOA shall become effective immediately upon FEMA's filing an original copy signed by the Signatories and Invited Signatory with ACHP. FEMA shall provide each Signatory, Invited Signatory, and Concurring Party with a complete copy of the MOA including all executed signature pages.


SIGNATORIES:

FEDERAL EMERGENCY MANAGEMENT AGENCY



Thomas M. (Mike) Womack
Director
Louisiana Recovery Office

Date: 6-19-2015



Jérôme Cramer
Environmental Liaison Officer
Louisiana Recovery Office

Date: 6/8/2015

SIGNATURE PAGE
MEMORANDUM OF AGREEMENT
AMONG THE FEDERAL EMERGENCY MANAGEMENT AGENCY
THE LOUISIANA STATE HISTORIC PRESERVATION OFFICER
AND THE SEWERAGE AND WATER BOARD OF NEW ORLEANS
REGARDING WATER DISTRIBUTION SYSTEM POINT REPAIRS
(THE WATER HAMMER PROJECT)
8800 SOUTH CLAIBORNE AVE.
NEW ORLEANS, ORLEANS PARISH, LA (PW #18836v5)

LOUISIANA STATE HISTORIC PRESERVATION OFFICER

Phillip E. Boggan II
Deputy State Historic Preservation Officer

Date: _____

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(THE WATER HAMMER PROJECT)
8800 SOUTH CLAIBORNE AVE.
NEW ORLEANS, ORLEANS PARISH, LA (PW #18836v5)**

INVITED SIGNATORY:

SEWERAGE AND WATER BOARD OF NEW ORLEANS

Cedric S. Grant
Executive Director

Date: _____

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8800 SOUTH CLAIBORNE AVE.
NEW ORLEANS, ORLEANS PARISH, LA (PW #18836v5)**

CONCURRING PARTIES:

**GOVERNOR'S OFFICE OF HOMELAND SECURITY AND EMERGENCY
PREPAREDNESS**

Kevin Davis
Director

Date: _____

SIGNATURE PAGE
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NEW ORLEANS, ORLEANS PARISH, LA (PW #18836v5)

CONCURRING PARTIES (continued):

PRESERVATION RESOURCE CENTER

Michelle Kimball
Senior Advocate

Date: _____

**SIGNATURE PAGE
MEMORANDUM OF AGREEMENT
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THE LOUISIANA STATE HISTORIC PRESERVATION OFFICER
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NEW ORLEANS, ORLEANS PARISH, LA (PW #18836v5)**

CONCURRING PARTIES (continued):

CARROLLTON-RIVERBEND NEIGHBORHOOD ASSOCIATION

Barry Brantley
President

Date: _____

SIGNATURE PAGE
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AMONG THE FEDERAL EMERGENCY MANAGEMENT AGENCY
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NEW ORLEANS, ORLEANS PARISH, LA (PW #18836v5)

CONCURRING PARTIES (continued):

CARROLLTON TRUST

Drew Ward
Executive Director

Date: _____

SIGNATURE PAGE
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NEW ORLEANS, ORLEANS PARISH, LA (PW #18836v5)

CONCURRING PARTIES (continued):

CARROLLTON AREA NETWORK

H. V. Nagendra

Title: _____

Date: _____

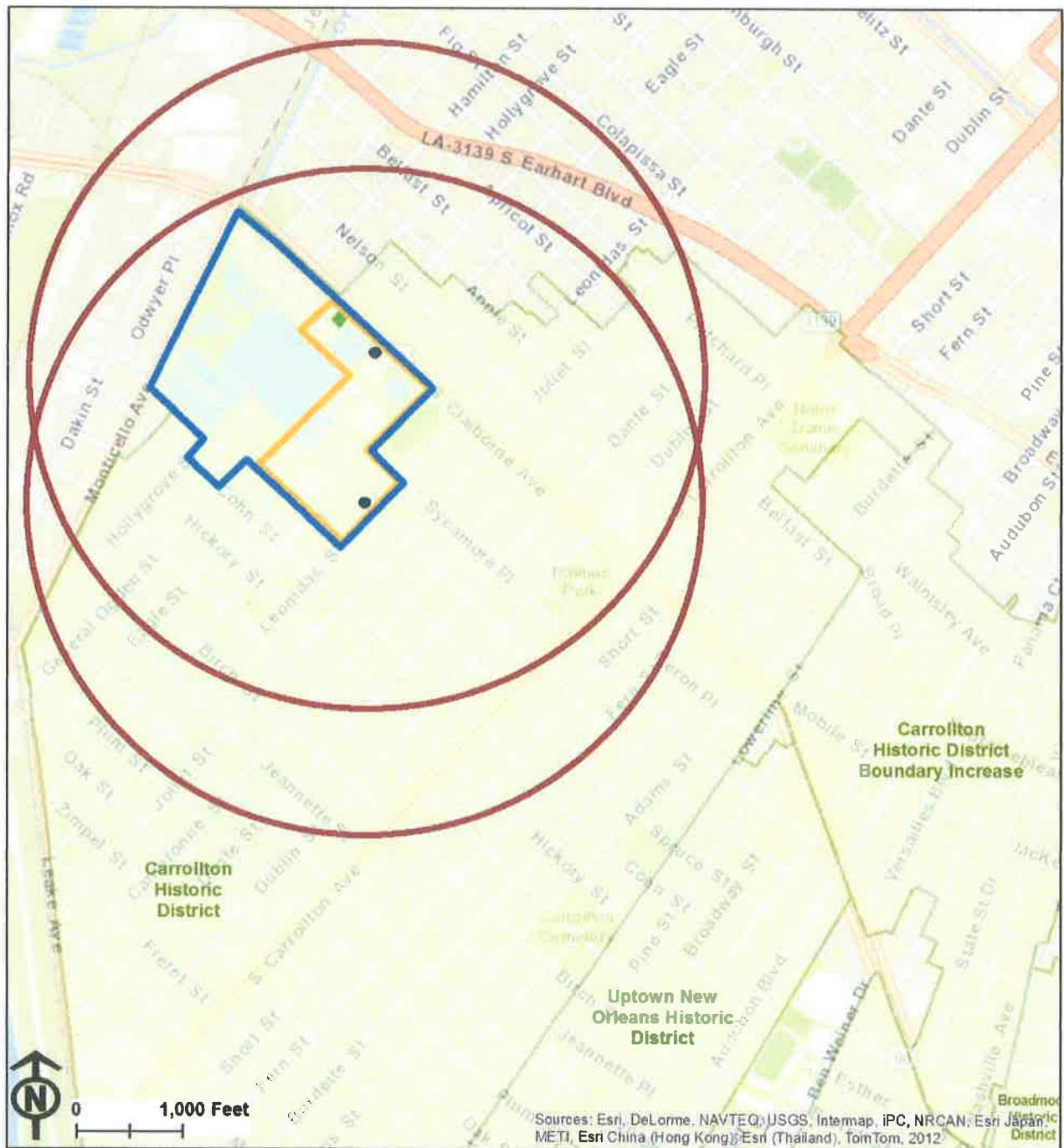


Figure 1. Map showing project area with the New Orleans Carrollton Water Treatment Plant outlined in blue. Locations of proposed water towers in black with 1/2 mile Area of Potential visual effects in red. Location of Variable Frequency Drive Building in green. Archaeological Area of Potential Effect in orange.

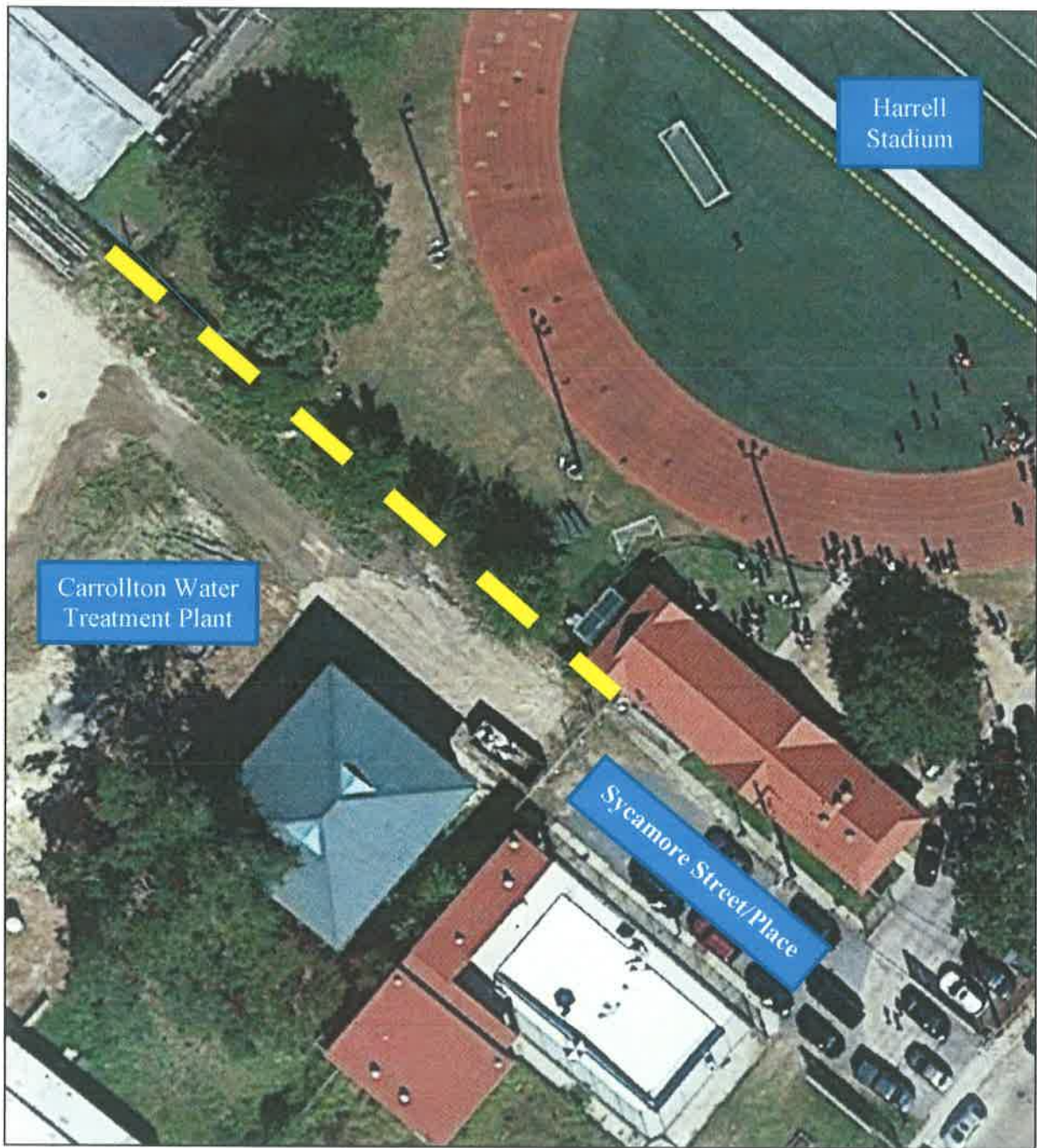


Figure 2. Aerial image of Sycamore Street/Place (Leonidas Street at the bottom right of photo) showing replacement fence along Sycamore Street/Place in dashed yellow line.

APPROVAL OF AGREEMENT BETWEEN THE SEWERAGE AND WATER BOARD OF
NEW ORLEANS AND THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND
THE LOUISIANA STATE HISTORIC PRESERVATION OFFICER.FOR HAZARD
MITIGATION PROGRAM (HMP) FOR PROJECT WORKSHEET 18836V5 WATER
HAMMER PROJECT

WHEREAS, the S&WB desires to utilize Hazard Mitigation Program (HMP) funds to reduce and manage risks to human life, the environment and property, to protect the parish and the surrounding region from the effects of natural and manmade hazards and ensure community continuity in the event of such hazards as it relates to the S&WB water distribution system;

WHEREAS, the S&WB was obligated funds under PW#18836v5 from the Federal Emergency Management Agency (FEMA) to complete the Hazard Mitigation Project for the Water Hammer;

WHEREAS, The Sewerage & Water Board of New Orleans (SWBNO) has working with Federal Emergency Management Agency (FEMA), the State Historic Preservation Officer (SHPO), and the public to minimize adverse effects the Water Hammer (HMP) mitigation projects on the surrounding neighborhoods as required by the Advisory Council on Historic Preservation (ACHP) and the section 106 process. Community participation is essential to this process and greatly appreciated by the SWBNO.

NOW THEREFORE, BE IT RESOLVED that the Sewerage and Water Board of New Orleans hereby authorizes acceptance the Memorandum of Agreement with the THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND THE LOUISIANA STATE HISTORIC PRESERVATION OFFICER;

BE IT FURTHER RESOLVED that the President and/or President Pro-Tem is hereby authorized to enters into the MOA between the SEWERAGE AND WATER BOARD OF NEW ORLEANS AND THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND THE LOUISIANA STATE HISTORIC PRESERVATION OFFICER.

I, Cedric S. Grant, Executive Director,
Sewerage and Water Board of New Orleans, do hereby
certify that the above and foregoing is a true and
correct copy of a Resolution adopted at the Regular
Monthly Meeting of said Board, duly called and held,
according to law, on August 19, 2015.

CEDRIC S.GRANT, EXECUTIVE DIRECTOR
SEWERAGE AND WATER BOARD OF NEW ORLEANS



SEWERAGE AND WATER BOARD

Inter-Office Memorandum

Date: July 21, 2015

From: Harold D. Marchand, Deputy Special Counsel

To: Cedric S. Grant, Executive Director

Re: Award of Contract to the DeRouen Law Firm to Represent the Sewerage and Water Board of New Orleans in Automobile Accident Cases

This is a request for authority to enter into a contract with the DeRouen Law Firm to represent the Sewerage and Water Board of New Orleans in automobile accident cases.

The Sewerage and Water Board of New Orleans ("Board") is insured for liability coverage in connection with automobile accidents involving Board vehicles. The Board is self-insured up to the liability amount of \$350,000 and requires legal representation up to the self-insured amount of \$350,000.

On May 6, 2015 the Board issued a Request for Proposals for three law firms to provide legal services to represent the Board in automobile accident cases. The Board used its 2014 RFQ list of approved attorneys to invite firms to submit short informal proposals. These firms were on the Board's approval list and were qualified in the area of torts, and they were given a deadline to provide responses.

On June 29, 2015 the Proposal Selection Committee met to consider the responses to the Request for Proposals, and the DeRouen Law Firm was selected by the Proposal Selection Committee to represent the Board in automobile accident cases up to the liability amount of \$350,000.

Attached hereto is a proposed resolution for your review.

Please place this matter on the August agendas of both the Finance Committee meeting and the Board meeting for action.

Therefore, it is requested that the president or President Pro Tem be authorized to negotiate a contract with the DeRouen Law Firm.

DEPUTY SPECIAL COUNSEL

HDM:plg
Att.

cc: Nolan P. Lambert

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AWARD OF CONTRACT TO THE DEROUEN LAW FIRM TO REPRESENT THE SEWERAGE AND WATER BOARD OF NEW ORLEANS IN AUTOMOBILE ACCIDENT CASES

WHEREAS, the Sewerage and Water Board of New Orleans ("Board") is insured for liability coverage in connection with automobile accidents involving Board vehicles; and

WHEREAS, the Board is self-insured up to the liability amount of \$350,000; and

WHEREAS, the Board requires legal representation up to the self-insured amount of \$350,000; and

WHEREAS, on May 6, 2015 the Board issued a Request for Proposals for three law firms to provide legal services to represent the Board in automobile accident cases; and

WHEREAS, the Board used its 2014 RFQ list of approved attorneys to invite firms to submit short informal proposals. The firms were on the Board's approval list and were qualified in the area of torts; and

WHEREAS, the firms were given a deadline to provide responses; and

WHEREAS, on June 29, 2015 the Proposal Selection Committee met to consider the responses to the Request for Proposals; and

WHEREAS, The DeRouen Law Firm was selected by the Proposal Selection Committee to represent the Board in automobile accident cases up to the liability amount of \$350,000.

NOW THEREFORE, BE IT RESOLVED by the Sewerage and Water Board of New Orleans that The DeRouen Law Firm has been selected to represent the Sewerage and Water Board of New Orleans in automobile accident cases up to the self-insured amount of \$350,000.

BE IT FURTHER RESOLVED that the President or President Pro Tem is authorized to negotiate a contract with The DeRouen Law Firm for the aforementioned representation.

I, Cedric S. Grant, Executive Director,
Sewerage and Water Board of New Orleans, do hereby
certify that the above and foregoing is a true and
correct copy of a resolution adopted at the Regular
Monthly Meeting of said Board, duly called and held,
according to law, on August 19, 2015.

CEDRIC S. GRANT, EXECUTIVE DIRECTOR
SEWERAGE AND WATER BOARD OF NEW ORLEANS



SEWERAGE AND WATER BOARD

Inter-Office Memorandum

Date: July 21, 2015

From: Harold D. Marchand, Deputy Special Counsel

To: Cedric S. Grant, Executive Director

Re: Award of Contract to the Law Firm of Christovich & Kearney, LLP to Represent the Sewerage and Water Board of New Orleans in Automobile Accident Cases

This is a request for authority to enter into a contract with the law firm of Christovich & Kearney, LLP to represent the Sewerage and Water Board of New Orleans in automobile accident cases.

The Sewerage and Water Board of New Orleans ("Board") is insured for liability coverage in connection with automobile accidents involving Board vehicles. The Board is self-insured up to the liability amount of \$350,000 and requires legal representation up to the self-insured amount of \$350,000.

On May 6, 2015 the Board issued a Request for Proposals for three law firms to provide legal services to represent the Board in automobile accident cases. The Board used its 2014 RFQ list of approved attorneys to invite firms to submit short informal proposals. These firms were on the Board's approval list and were qualified in the area of torts, and they were given a deadline to provide responses.

On June 29, 2015 the Proposal Selection Committee met to consider the responses to the Request for Proposals, and the law firm of Christovich & Kearney, LLP was selected by the Proposal Selection Committee to represent the Board in automobile accident cases up to the liability amount of \$350,000.

Attached hereto is a proposed resolution for your review.

Please place this matter on the August agendas of both the Finance Committee meeting and the Board meeting for action.

Therefore, it is requested that the president or President Pro Tem be authorized to negotiate a contract with the law firm of Christovich & Kearney, LLP.

DEPUTY SPECIAL COUNSEL

HDM:plg
Att.

cc: Nolan P. Lambert

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AWARD OF CONTRACT TO THE LAW FIRM OF CHRISTOVICH & KEARNEY, LLP TO REPRESENT THE SEWERAGE AND WATER BOARD OF NEW ORLEANS IN AUTOMOBILE ACCIDENT CASES

WHEREAS, the Sewerage and Water Board of New Orleans ("Board") is insured for liability coverage in connection with automobile accidents involving Board vehicles; and

WHEREAS, the Board is self-insured up to the liability amount of \$350,000; and

WHEREAS, the Board requires legal representation up to the self-insured amount of \$350,000; and

WHEREAS, on May 6, 2015 the Board issued a Request for Proposals for three law firms to provide legal services to represent the Board in automobile accident cases; and

WHEREAS, the Board used its 2014 RFQ list of approved attorneys to invite firms to submit short informal proposals. The firms were on the Board's approval list and were qualified in the area of torts; and

WHEREAS, the firms were given a deadline to provide responses; and

WHEREAS, on June 29, 2015 the Proposal Selection Committee met to consider the responses to the Request for Proposals; and

WHEREAS, the law firm of Christovich & Kearney, LLP was selected by the Proposal Selection Committee to represent the Board in automobile accident cases up to the liability amount of \$350,000.

NOW THEREFORE, BE IT RESOLVED by the Sewerage and Water Board of New Orleans that the law firm of Christovich & Kearney, LLP has been selected to represent the Sewerage and Water Board of New Orleans in automobile accident cases up to the self-insured amount of \$350,000.

BE IT FURTHER RESOLVED that the President or President Pro Tem is authorized to negotiate a contract with the law firm of Christovich & Kearney, LLP for the aforementioned representation.

I, Cedric S. Grant, Executive Director,
Sewerage and Water Board of New Orleans, do hereby
certify that the above and foregoing is a true and
correct copy of a resolution adopted at the Regular
Monthly Meeting of said Board, duly called and held,
according to law, on August 19, 2015.

**CEDRIC S. GRANT, EXECUTIVE DIRECTOR
SEWERAGE AND WATER BOARD OF NEW ORLEANS**



SEWERAGE AND WATER BOARD

Inter-Office Memorandum

Date: July 21, 2015

From: Harold D. Marchand, Deputy Special Counsel

To: Cedric S. Grant, Executive Director

Re: Award of Contract to the Law Firm of Boykin & Utley, APLC to Represent the Sewerage and Water Board of New Orleans in Automobile Accident Cases

This is a request for authority to enter into a contract with the law firm of Boykin & Utley, APLC to represent the Sewerage and Water Board of New Orleans in automobile accident cases.

The Sewerage and Water Board of New Orleans ("Board") is insured for liability coverage in connection with automobile accidents involving Board vehicles. The Board is self-insured up to the liability amount of \$350,000 and requires legal representation up to the self-insured amount of \$350,000.

On May 6, 2015 the Board issued a Request for Proposals for three law firms to provide legal services to represent the Board in automobile accident cases. The Board used its 2014 RFQ list of approved attorneys to invite firms to submit short informal proposals. These firms were on the Board's approval list and were qualified in the area of torts, and they were given a deadline to provide responses.

On June 29, 2015 the Proposal Selection Committee met to consider the responses to the Request for Proposals, and the law firm of Boykin & Utley, APLC was selected by the Proposal Selection Committee to represent the Board in automobile accident cases up to the liability amount of \$350,000.

Attached hereto is a proposed resolution for your review.

Please place this matter on the August agendas of both the Finance Committee meeting and the Board meeting for action.

Therefore, it is requested that the president or President Pro Tem be authorized to negotiate a contract with the law firm of Boykin & Utley, APLC.

DEPUTY SPECIAL COUNSEL

HDM:plg
Att.

cc: Nolan P. Lambert

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AWARD OF CONTRACT TO THE LAW FIRM BOYKIN & UTLEY, APLC TO REPRESENT THE SEWERAGE AND WATER BOARD OF NEW ORLEANS IN AUTOMOBILE ACCIDENT CASES

WHEREAS, the Sewerage and Water Board of New Orleans ("Board") is insured for liability coverage in connection with automobile accidents involving Board vehicles; and

WHEREAS, the Board is self-insured up to the liability amount of \$350,000; and

WHEREAS, the Board requires legal representation up to the self-insured amount of \$350,000; and

WHEREAS, on May 6, 2015 the Board issued a Request for Proposals for three law firms to provide legal services to represent the Board in automobile accident cases; and

WHEREAS, the Board used its 2014 RFQ list of approved attorneys to invite firms to submit short informal proposals. The firms were on the Board's approval list and were qualified in the area of torts; and

WHEREAS, the firms were given a deadline to provide response; and

WHEREAS, on June 29, 2015 the Proposal Selection Committee met to consider the responses to the Request for Proposals; and

WHEREAS, the law firm of Boykin & Utley, APLC was selected by the Proposal Selection Committee to represent the Board in automobile accident cases up to the liability amount of \$350,000.

NOW THEREFORE, BE IT RESOLVED by the Sewerage and Water Board of New Orleans that the law firm of Boykin & Utley, APLC has been selected to represent the Sewerage and Water Board of New Orleans in automobile accident cases up to the self-insured amount of \$350,000.

BE IT FURTHER RESOLVED that the President or President Pro Tem is authorized to negotiate a contract with the law firm of Boykin & Utley, APLC for the aforementioned representation.

I, Cedric S. Grant, Executive Director,
Sewerage and Water Board of New Orleans, do hereby
certify that the above and foregoing is a true and
correct copy of a resolution adopted at the Regular
Monthly Meeting of said Board, duly called and held,
according to law, on August 19, 2015.

CEDRIC S. GRANT, EXECUTIVE DIRECTOR
SEWERAGE AND WATER BOARD OF NEW ORLEANS



SEWERAGE AND WATER BOARD OF NEW ORLEANS

August 3, 2015

Finance Committee
Sewerage and Water Board of New Orleans
New Orleans, Louisiana

Dear Directors:

Subject: Budget Adjustments for Mid-Year and Metrics for Calculating Water Sales

Please reference attached correspondence from Mr. Alan Arnold regarding Budget Adjustments for Mid-Year and Metrics for Calculating Water Sales.

Budget Adjustments for Mid-Year. The allocation of the 2015 Operating Budget has been modified as follows:

- Water and sewer revenues were allocated according to historical seasonal consumption patterns.
- Water and sewer transmission and distribution expenses were allocated to later in the year to reflect timing to-date of point repairs.
- Water, sewer, and drainage administrative and general expenses were allocated to later in the year to reflect new strategic initiatives that have not yet begun to incur expenses.
- Water, sewer, and drainage payroll-related expenses were centralized rather than allocated across the cost centers.
- Water, sewer, and drainage non-cash expenses were allocated to earlier in the year to eliminate the effect of timing on non-cash items.

The resulting effects of these changes were to move certain revenues and expenses to later in the year and more accurately reflect the anticipated timing of these items.

Metrics for Calculating Water Sales. Please reference attached graphs of Total Billed Consumption and Total Number of Open Accounts with actual data from January 2013 through June 2015 and projected data from July 2015 through December 2015. The graphs show that the amount of consumption and number of accounts are nearly equal to the corresponding amounts projected in the 2013-2015 Financial Plan.

Robert K. Miller
Deputy Director

Sewerage and Water Board of New Orleans

Total Billed Consumption

EUM Attribute:
Financial Viability

Description: Establish and maintain an effective balance between long-term debt, asset values, operations and maintenance expenditures, and operating revenues.

Constituency:
Bondholders

Objective: Sell volume of water targeted in financial plan and operating budget.

Goal: Sell targeted number of gallons per month considering customer growth rate and consumption drag rate.

Currently Meeting Goal:
Yes, based upon actual to-date and seasonally adjusted projection.

Process Operating Within Control Limits:
Yes

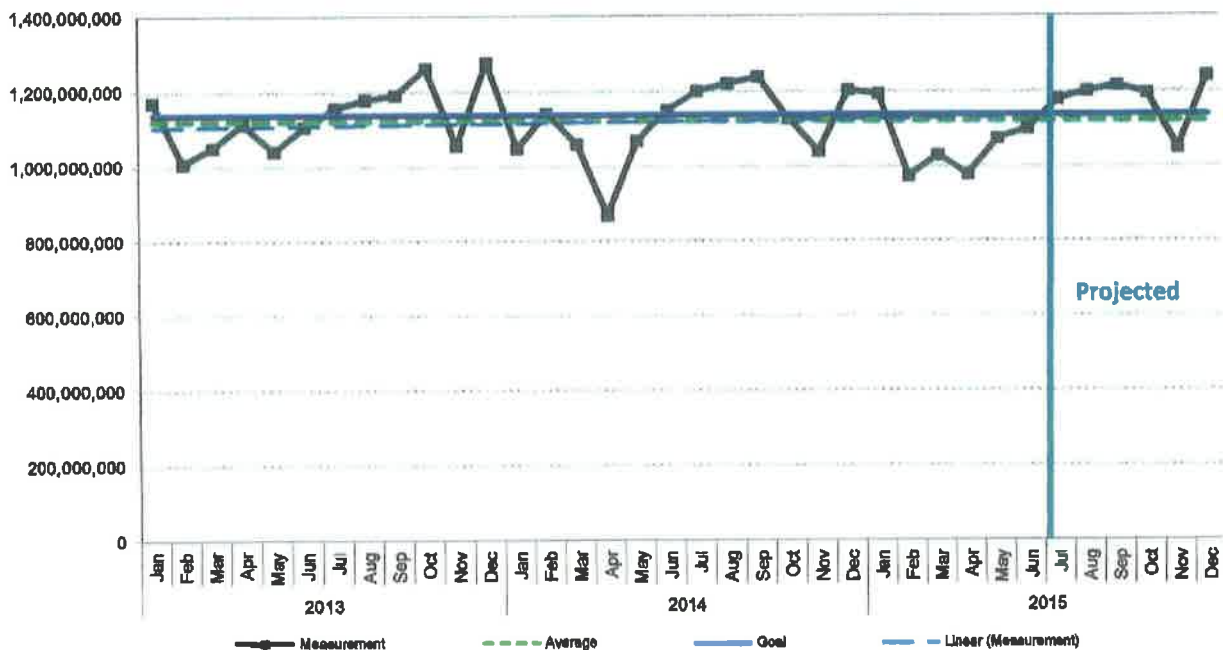
Trend: Level

Analysis

Billed consumption is anticipated to increase as new customer accounts are added to the system and decrease as consumption per account decreases due to price elasticity of demand associated with annual rate increases, with total billed consumption remaining relatively level. Average monthly total billed consumption is slightly below the volume targeted in the financial plan and operating budget.

Plans for Improvement

Billed consumption may increase as older water meters are exchanged with newer, more accurate meters and as Field Account Review activities identify and correct customer account records to accurately reflect field conditions. Future calibrations of the financial plan may reflect a slightly lower growth rate assumption.



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2013	1,170 M	1,007 M	1,050 M	1,113 M	1,040 M	1,105 M	1,155 M	1,178 M	1,190 M	1,281 M	1,054 M	1,277 M
2014	1,047 M	1,140 M	1,058 M	869 M	1,087 M	1,148 M	1,198 M	1,219 M	1,238 M	1,126 M	1,039 M	1,202 M
2015	1,182 M	873 M	1,028 M	977 M	1,072 M	1,098 M	1,177 M	1,199 M	1,214 M	1,194 M	1,046 M	1,239 M

Sewerage and Water Board of New Orleans

Total Number of Open Accounts

EUM Attribute:
Financial Viability

Description: Establish and maintain an effective balance between long-term debt, asset values, operations and maintenance expenditures, and operating revenues.

Constituency:
Customer Ratepayers

Objective: Increase number of open accounts by two percent per year.

Goal: Increase number of customers by two percent per year.

Currently Meeting Goal: Close

Process Operating Within Control Limits:
Yes

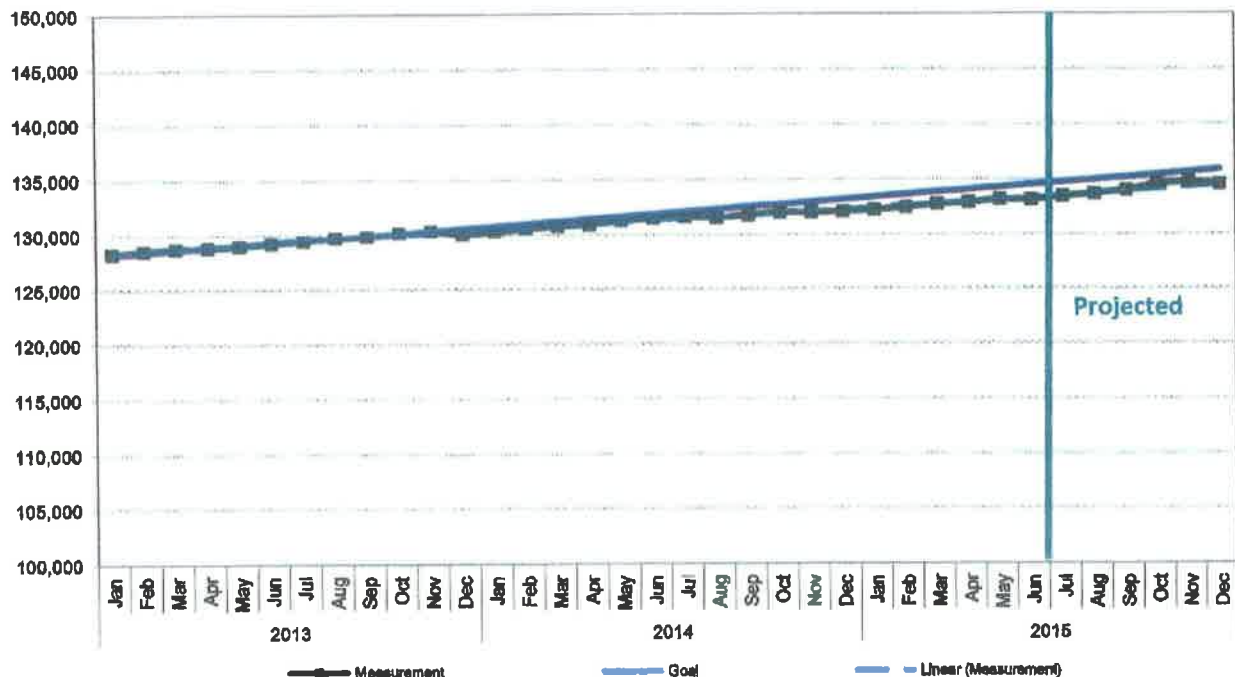
Trend: Favorable

Analysis

The 2013-2020 Financial Plan assumed that the number of open accounts would increase by 2.0% annually from a baseline of 128,002 accounts at the end of 2012. Results through mid-year 2015 indicate that the actual number of open accounts has increased by 1.6%. Note that the y-axis intersects with the x-axis at 100,000 accounts.

Plans for Improvement

No further action is contemplated at this time. Future calibrations of the financial plan may reflect a slightly lower growth rate assumption.



Data Table

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2013	128,286	128,615	128,718	128,777	128,989	129,192	129,419	129,719	129,845	130,139	130,326	130,007
2014	130,278	130,597	130,803	130,946	131,261	131,493	131,600	131,525	131,749	131,994	132,005	132,091
2015	132,237	132,459	132,735	132,898	133,167	133,104	133,438	133,663	134,013	134,552	134,750	134,517

Budget Adjustments for Mid Year & Metrics for Calculating Water Sales

We need a measurement tool so that we can calculate the organic growth rate of Water Sales and the Resistance Factor to increased rates. The resistance factor in fact is a measurement of the increasing conservation of water use.

In the Preliminary Feasibility Report for the 2015 Water Bonds, it assumes a moderate level of growth in customers of 2% through the reporting period (2015-2020). The resistance factor is 2% for 2015 and 1% for the remaining reporting period. That means that in 2015 Water Sales will only grow by the 10% rate increase. Thereafter sales will increase by 11% per year.

How can we know what is actually happening. For each of the preceding years we need to know the amount of water sold to paying customers. That figure for 2012 and 2013 is reported in the Black & Each 2014 report for the Bond sales

	2012 inc/dec	2013 inc/dec	2014 inc/dec	5mths 2015
gallons	13,801,965,200	13,599,636,000	-1.50%	?
\$ sales	60,256,394	64,398,609	6.09%	70,818,255 9.07% 27,289,052
# of accts	?	?	?	?

The number of accts has only been reported in the official statement and feasibility report for the bond issues. It is reported that the projected number for 2015 is 127,857. The numbers for gallons sold and # of accounts should be reported in our annual report and reported internally at least on a semi annual basis. If we had all of this information reported internally to this committee we could be able to better gauge what is really happening with our accts growth rate and the level of resistance or conservation. It is important to get the best number we can so that we do not give a false reading of dollar sales in the future while we are compounding at a 10% rate increase.

As for our present status the feasibility report states that the 2015 projection for Water Sales incorporates a 10% increase over 2014. That would be \$77,900,058, however our budget is \$79,308,718 which is a 12% increase.

If we annualize our 5 MTh \$sales it only comes to \$72,838,095 however the first 5 MThs obviously has a seasonality factor. The period is running 12% ahead of the previous period but 7.4% behind the budget. It will take time for this to play out. in any case we appear to be in good shape on the revenue side for this year but we need to better understand the components.

As for the expense side of the equation we are substantially under budget. The budget needs to be amended for the next 6 MThs so that the projected expenses for the full year of 2015 are as firm as possible. In the preliminary feasibility report for the Water bds the total O&M budget is projected by the report to be \$71,965,123. The budget was 71,608,615.

	2013	2014 inc/dec	2015	5mths 2015
actual	63,378,604	67,422,409	6.4%	20,074,704
budget	68,679,066	68,888,066	0.3%	30,931,835

The budget increase for 2015 was 6.3% over the actual .As of 5 MThs for 2015 we are 35% below budget and \$6,851.403 less than 2014 on a ytd basis.

If we are still producing at least the same amount of water as last year ytd, how can we be so low on items like treatment,transmission and distribution,and maintenance of genreal plant?

Is it possible that our leaks are being corrected and we are processing less water from the river?



SEWERAGE AND WATER BOARD OF NEW ORLEANS

August 4, 2015

Finance Committee
Sewerage and Water Board of New Orleans
New Orleans, Louisiana

Re: Financial Results through June 2015

Attached are the *Statement of Net Position*, the *Statement of Cash Flows*, and the *Statement of Revenues, Expenses, and Changes in Net Position* with budget and prior year comparisons for the water, sewer, drainage and total systems through June 30, 2015. Significant variances to budget and prior year results are described below. The Variance Indicators for Financial Results through June 2015 is also attached.

Operating Revenues:

Water System Fund (pages 7 and 8, line 5) for June of \$6,746,771 is \$158,457 or 2.3% less than budgeted and \$401,099 or 6.3% more than June 2014. June YTD operating revenues of \$38,759,696 is \$688,955 or 1.7% less than budgeted and \$3,723,676 or 10.6% more than June YTD 2014.

Sewer System Fund (pages 13 and 14, line 5) for June of \$7,888,728 is \$232,938 or 2.9% less than budgeted and \$540,853 or 7.4% more than June 2014. June YTD operating revenues of \$46,270,764 is \$37,992 or 0.1% less than budgeted and \$4,502,431 or 10.8% more than June YTD 2014.

Drainage System Fund (pages 19 and 20, line 5) for June of \$2,387 is \$2,387 or 100.0% more than budgeted and \$259,196 or 99.1% less than for June 2014. June YTD operating revenues of \$20,157 is \$20,157 or 100.0% more than budgeted and \$297,504 or 93.7% less than June YTD 2014.

Total System Funds (pages 1 and 2, line 5) for June of \$14,637,886 are \$389,008 or 2.6% less than budgeted and \$682,756 or 4.9% more than June 2014. June YTD operating revenues of \$85,050,617 is \$706,790 or 0.8% less than budgeted and \$7,928,603 or 10.3% more than June YTD 2014.

Operating Expenses:

Water System Fund (pages 7 and 8, line 18) for June of \$6,375,649 is \$1,441,208 or 18.4% less than budgeted and \$850,346 or 11.8% less than June 2014. June YTD operating expenses of \$44,445,901 is \$412,829 or 0.9% less than budgeted and \$5,801,912 or 15.0% more than June YTD 2014.

Sewer System Fund (pages 13 and 14, line 18) for June of \$5,447,270 is \$635,023 or 10.4% less than budgeted and \$414,466 or 8.2% more than June 2014. June YTD operating expenses of \$34,534,153 is \$342,348 or 1.0% less than budgeted and \$5,783,169 or 20.1% more than June YTD 2014.

Drainage System Fund (pages 19 and 20, line 18) for June of \$3,840,873 is \$1,029,566 or 21.1% less than budgeted and \$290,246 or 7.0% less than June 2014. June YTD operating expenses of \$25,275,731 is \$4,415,394 or 14.9% less than budgeted and \$4,881,467 or 23.9% more than June YTD 2014.

Total System Funds (pages 1 and 2, line 18) for June of \$15,663,792 are \$3,105,798 or 16.5% less than budgeted and \$726,126 or 4.4% less than June 2014. June YTD operating expenses of \$104,255,785 is \$5,170,571 or 4.7% less than budgeted and \$16,466,548 is 18.8% more than June YTD 2014.