

**RESOLUTIONS & BACKUP INFORMATION  
FOR THE REGULAR MEETING OF  
OCTOBER 26, 2017**

**ITEM A**

**Consider Approval of a Resolution Authorizing the President and Chief Executive Officer to Enter into a Professional Services Contract with Gulf Engineers and Consultants, Inc., at a Cost Not to Exceed \$500,000 for As-Needed Civil Engineering Services. (Mr. Evett)**

**BACKGROUND INFORMATION**

**CONTRACT TITLE:** As-Needed Civil Engineering Services

**PROPOSED CONSULTANTS:** Gulf Engineers and Consultants, Inc.

**SCOPE OF WORK:** To provide as-needed professional civil engineering services

**FUNDING SOURCE:** Board's Capital Improvement Program

**CONTRACT AMOUNT:** Not to exceed \$500,000

**CONTRACT TIME:** Three years

**SUMMARY OF PROPOSERS:**

- 1.) All South Consulting Engineers
- 2.) Bryant Hammett & Associates
- 3.) ECM Consultants, Inc.
- 4.) GIS Engineering
- 5.) Gulf Engineers & Consultants, Inc.
- 6.) Integrated Logistical Support Inc.
- 7.) KCI Technologies
- 8.) Linfield, Hunter & Junius
- 9.) Meyer Engineers
- 10.) Morphy Makofsky Inc.
- 11.) MSMM Engineering
- 12.) Neel Schaffer
- 13.) NY Associates
- 14.) PEEC, Inc.
- 15.) Providence
- 16.) Stantec
- 17.) Stuart Consulting Group
- 18.) Trigon Associates
- 19.) Waldemar S. Nelson and Co., Inc.

**CONSULTANT SELECTION COMMITTEE MEMBERS:**

- John Guidry: Committee Chair
- Darren Austin
- Brandon Boughrara
- Christie Coats
- Tony Evett

**RECOMMENDED ACTION:** Award contract to Gulf Engineers and Consultants, Inc., for an amount not to exceed \$500,000.

**DBE/SBE PARTICIPATION:** 15%

**ITEM A**

**RESOLUTION**

**IT IS HEREBY RESOLVED BY THE BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS** that its President and Chief Executive Officer Brandy D. Christian be, and she is, hereby authorized and empowered on behalf of this Board to enter into a professional services contract for a term of three years with Gulf Engineers and Consultants, Inc., at a cost not to exceed \$500,000 to provide as-needed civil engineering services; and

**IT IS HEREBY FURTHER RESOLVED BY THIS BOARD** that the said Brandy D. Christian be, and she is, hereby authorized and empowered on behalf of this Board to execute all documents and to take all further action as she in her discretion may deem necessary or required in the best interests of this Board to give full force and effect to the intentions expressed in this resolution.

**ITEM B**

**Consider Approval of a Resolution Authorizing the President and Chief Executive Officer to Enter into an Amendment in the Amount of \$1,210,800 to the Contract with Coastal Marine Contractors, LLC, for the Alabo Street Terminal Substructure Repairs. (Mr. Evett)**

**BACKGROUND INFORMATION**

Plans and specifications for this repair project were done using an older substructure condition inspection report to take advantage of the upcoming low water season in which to perform the work. Therefore, the quantity for each type of repair item was estimated to receive bids and actual quantities are being determined by our engineers as work progresses. Many of the bid item quantities have increased and decreased causing the proposed net change of \$1,210,800. The main reason for the added cost is that approximately nineteen additional piles have been found to require

replacement. Contingency funds have been allocated for this, and, since the needed piles support a heavily used area of the wharf, the repair work should be accomplished. The additional contract time for this extra work has not been determined at this time. It should be noted that the engineer's inspection that is occurring simultaneously with this repair project is not completed and additional contract modifications may be necessary.

**CONTRACT TITLE:** Alabo Street Terminal Substructure Repairs

**CONSULTANT:** Coastal Marine Contractors, LLC

**FUNDING SOURCE:** Board's Capital Improvement Program

|                             | <b><u>CONTRACT VALUE SUMMARY</u></b> | <b><u>% CHANGE</u></b> |
|-----------------------------|--------------------------------------|------------------------|
| Original Contract Value     | \$4,913,588                          |                        |
| Proposed Change Order No. 1 | <u>\$1,210,800</u>                   | 24.6%                  |
| Proposed New Contract Value | \$6,124,388                          |                        |

**RECOMMENDED ACTION:** Approval of Amendment No. 1 for the amount of \$1,210,800

**PROJECT MANAGER:** Darren Austin

## **ITEM B**

### **RESOLUTION**

**IT IS HEREBY RESOLVED BY THE BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS** that its President and Chief Executive Officer Brandy D. Christian be, and she is, hereby authorized and empowered on behalf of this Board to enter into an amendment in the amount of \$1,210,800 to the contract with Coastal Marine Contractors, LLC, for the Alabo Street Wharf substructure repairs; and

**IT IS HEREBY FURTHER RESOLVED BY THIS BOARD** that the Board's President and Chief Executive Officer Brandy D. Christian be, and she is, hereby authorized and empowered on behalf of this Board to execute all documents and to take all further action as she in her discretion may deem necessary or required in the best interests of this Board to give full force and effect to the intentions expressed in this resolution.

## **Item B – Alabo Street Terminal Substructure Repairs**



## ITEM C

**Consider Approval of a Resolution Authorizing the President and Chief Executive Officer to Enter into an Amendment in an Amount Not to Exceed \$244,000 to Expand the Scope of Services of the Professional Services Contract with Modjeski & Masters, Inc., to Provide Bridge Inspection and Load Rating Services. (Mr. Evett)**

### BACKGROUND INFORMATION

Additional funds of \$244,000 are required as follows:

- \$165,000 To provide load capacity ratings in accordance with Federal Railroad Administration requirements for the Almonaster Avenue, Florida Avenue and Seabrook Bridges and the annual inspection of the Seabrook Bridge.
- \$ 79,000 For professional services associated with recent emergencies at the St. Claude Avenue and Seabrook Bridges. It is also necessary to amend the scope of services to include design/construction phase services to accomplish this recent emergency work.

Previous funds under this contract have been or will be spent on the following:

- |   |                                     |
|---|-------------------------------------|
| • Rail on dock inspections and load ratings | \$600,000 (reason for Amendment #1) |
| • Annual bridge inspections                 | \$111,000                           |
| • Jourdan Road Wharf rail load rating       | \$ 45,000                           |
| • Seabrook & St. Claude Ave. emergencies    | <u>\$ 94,000</u>                    |
| • Total                                     | \$850,000                           |

**CONTRACT TITLE:** Bridge Inspection and Load Rating Services

**CONSULTANT:** Modjeski & Masters, Inc.

**FUNDING SOURCE:** Board's Capital Improvement Program

|                             | <u>CONTRACT VALUE SUMMARY</u> | <u>% CHANGE</u> |
|-----------------------------|-------------------------------|-----------------|
| Original Contract Value     | \$500,000                     |                 |
| Amendment No. 1             | <u>\$350,000</u>              | 70%             |
| Current Contract Value      | \$850,000                     |                 |
| Proposed Amendment No. 2    | <u>\$244,000</u>              | 29%             |
| Proposed New Contract Value | \$1,094,000                   |                 |

**RECOMMENDED ACTION:** Approval of Amendment No. 2 for an amount of \$244,000

**PROJECT MANAGER:** Randy Songy

## **ITEM C**

### **RESOLUTION**

**IT IS HEREBY RESOLVED BY THE BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS** that its President and Chief Executive Officer Brandy D. Christian be, and she is, hereby authorized and empowered on behalf of this Board to enter into an amendment in an amount not to exceed \$244,000 to expand the scope of services of the professional services contract with Modjeski & Masters, Inc., for bridge inspection and load rating services; and

**IT IS HEREBY FURTHER RESOLVED BY THIS BOARD** that the Board's President and Chief Executive Officer Brandy D. Christian be, and she is, hereby authorized and empowered on behalf of this Board to execute all documents and to take all further action as she in her discretion may deem necessary or required in the best interests of this Board to give full force and effect to the intentions expressed in this resolution.

## **ITEM D**

**Consider Approval of a Resolution Awarding a Contract to H & E Equipment Services, Inc., in the Amount of \$277,517.82 for the Purchase of One 30-Ton Capacity Diesel-Powered Boom Truck. (Ms. Fant)**

### **BACKGROUND INFORMATION**

The current boom truck used by the Board's fendering team is from 1994 and has a capacity of eight tons. This new 30-ton capacity diesel-powered boom truck has a 110-foot telescoping boom on a heavy duty diesel truck chassis. Purchase of this larger capacity piece of equipment will allow us to eliminate a 6-ton Bantam crane that has been in service since 1980 in addition to the current boom truck. This new boom truck will also have the lifting capacity to handle the Board dredge's cutterhead, thus reducing the need to rent equipment when it must be moved.

**CONTRACT TITLE:** Purchase of a 30-Ton Capacity Diesel-Powered Boom Truck

**FUNDING SOURCE:** FY2018 Capital Equipment Budget

#### **BID SUMMARY:**

| <b><u>BIDDER</u></b>                          | <b><u>UNIT PRICE</u></b> |
|---|--------------------------|
| H & E Equipment Services<br>Belle Chasse, LA  | \$277,517.85             |
| Technology International, Inc.<br>LaPlace, LA | \$314,378.00             |

**BID DISCREPANCIES:** None

**RECOMMENDED ACTION:** Award a contract to H & E Equipment Services, Inc. for \$277,517.85

**PROJECT MANAGER:** Patrick Booker

## **ITEM D**

### **RESOLUTION**

**IT IS HEREBY RESOLVED BY THE BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS** that it hereby awards a contract in the amount of \$277,517.82 to H & E Equipment Services, Inc., for the purchase of one 30-ton capacity diesel-powered boom truck; and

**IT IS HEREBY FURTHER RESOLVED BY THIS BOARD** that its President and Chief Executive Officer Brandy D. Christian be, and she is, hereby authorized and empowered on behalf of this Board to execute all documents and to take all further action as she in her discretion may deem necessary or required in the best interests of this Board to give full force and effect to the intentions expressed in this resolution.

## **Item D - Purchase of One 30-Ton Capacity Diesel Powered Boom Truck**



### **ITEM E**

**Consider Approval of a Resolution Awarding a Contract to Conmaco/Rector L.P., in the Amount of \$233,400 for the Purchase of One Two-Drum Waterfall Type Anchor Winch for Use on the Dredge Anchor Boat. (Ms. Fant)**

### **BACKGROUND INFORMATION**

This contract in the amount of \$233,400 to Conmaco/Rector L.P. of Belle Chasse, Louisiana, is for the purchase of one two-drum waterfall type anchor winch for use on the dredge anchor boat. This is a two-drum waterfall type anchor winch with 65,000 lbs. line pull. This will replace a smaller anchor winch on the dredge anchor boat that is not adequate for lifting the large anchor on the new dredge. The existing equipment will be bought back by the provider of the new anchor winch.

**CONTRACT TITLE:** Purchase of One Two-Drum Waterfall Type Anchor Winch for Use on the Dredge Anchor Boat

**FUNDING SOURCE:** FY2018 Capital Equipment Budget

#### **BID SUMMARY:**

| <b><u>BIDDER</u></b> | <b><u>UNIT PRICE</u></b> | <b><u>PURCHASE BACK<br/>PRICE</u></b> | <b><u>TOTAL</u></b> |
|----------------------|--------------------------|---------------------------------------|---------------------|
|----------------------|--------------------------|---------------------------------------|---------------------|



|   |           |          |           |
|---|-----------|----------|-----------|
| Conmaco/Rector L.P.<br>Belle Chasse, LA | \$283,400 | \$50,000 | \$233,400 |
|---|-----------|----------|-----------|

|  |           |         |           |
|--|-----------|---------|-----------|
| Coastal Marine Equipment, Inc.<br>Gulfport, MS | \$273,500 | \$2,500 | \$271,022 |
|--|-----------|---------|-----------|

**BID DISCREPANCIES:** None

**RECOMMENDED ACTION:** Award a contract to Conmaco/Rector L.P. for \$233,400

**PROJECT MANAGER:** Patrick Booker

### **ITEM E**

### **RESOLUTION**

**IT IS HEREBY RESOLVED BY THE BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS** that it hereby awards a contract to Conmaco/Rector L.P. in the amount of \$233,400 for the purchase of one two-drum waterfall type anchor winch for use on the dredge anchor boat; and

**IT IS HEREBY FURTHER RESOLVED BY THIS BOARD** that its President and Chief Executive Officer Brandy D. Christian be, and she is, hereby authorized and empowered on behalf of this Board to execute all documents and to take all further action as she in her discretion may deem necessary or required in the best interests of this Board to give full force and effect to the intentions expressed in this resolution.

### **Item E - Purchase of One Two-Drum Waterfall Type Anchor Winch for Use on the Dredge Anchor Boat**



## **ITEM F**

**Consider Approval of a Resolution Authorizing the President and Chief Executive Officer to Enter into a Cooperative Endeavor Agreement with the City of New Orleans, the Public Belt Railroad Commission for the City of New Orleans, and the New Orleans Public Belt Railroad Corporation, a Future Public Nonprofit Wholly Owned Subsidiary Corporation of the Board of Commissioners of the Port of New Orleans, to Exchange the Board's Wharves at Governor Nicholls Street and Esplanade Avenue for the Operations, Assets, and Liabilities of the Public Belt Railroad Commission for the City of New Orleans. (Mr. Bonura)**

### **BACKGROUND INFORMATION**

On June 9, 2017, the Board of Commissioners of the Port of New Orleans adopted a resolution authorizing the President and Chief Executive Officer of the Port to negotiate a cooperative endeavor agreement with the City of New Orleans and/or the Public Belt Railroad Commission for the City of New Orleans ("the Commission") to transfer control and ownership of the Commission and all of its assets and property from the City of New Orleans to this Port in exchange for the Port's Governor Nicholls Street and Esplanade Avenue Wharves (the "Wharves") and a letter of intent setting out the framework for the transaction. Since then, it has been determined that the transaction will occur as an asset transfer with the assets and liabilities of the Commission transferring to a public nonprofit subsidiary corporation wholly owned by the Port to be named the New Orleans Public Belt Railroad Corporation, which must also be a party to the transaction. Accordingly, the President and Chief Executive Officer has done as authorized, and this resolution will now authorize Ms. Christian to enter into the Cooperative Endeavor Agreement (the "CEA") based on the following proposed terms:

#### **Proposed CEA Terms**

- Parties:**
- (1)** The City of New Orleans (the "City");
  - (2)** The Public Belt Railroad Commission for the City of New Orleans (the "Commission");
  - (3)** The Board of Commissioners of the Port of New Orleans (the "Port"); and
  - (4)** The New Orleans Public Belt Railroad Corporation (the "Corporation"). The Corporation shall be a newly formed public nonprofit corporation and a wholly owned subsidiary of the Port, whose incorporation has been proposed to this Board in a separate resolution being put forth simultaneously with this resolution.
- Exchange:** The Wharves shall be exchanged for the operations and assets of the Commission (collectively the "Railroad"). The Wharves will be transferred from the Port to the City "as is, where is", and the City will assume the existing leases of the Wharves with the tenant currently in possession. The Railroad will be transferred from the Commission, a City-owned entity, to the Corporation, a Port-owned entity, and the liabilities of the Commission will be assumed by the Corporation.

**Port's Obligations:**

(1) Transfer ownership, all right, title and interest, operation and control in the Wharves in their "as is, where is" condition to the City. The Port shall reserve certain rights at the Wharves such as provisions for berthing rights, continued utilities, front apron use, U.S. Coast Guard use, fender system repairs, no interference by City improvements with reserved maritime uses, and no City maritime use;

(2) Assign to the City the two leases for the Wharves with the tenant TCI Packaging, LLC ("TCI"), which have been amended to terminate on August 28, 2019. The City will retain all rent accruing from TCI from the effective date of the CEA until TCI is relocated. However, the City acknowledges that all such rent through the relocation deadline of August 28, 2019, has been waived as part of the relocation agreements;

(3) Waive any rights to any proceeds derived from non-maritime uses of the Wharves as a public park or recreational area;

(4) At no cost to the Port, use reasonable efforts to facilitate safety and aesthetic improvements to open access to the riverfront at the front apron of the Wharves by April 1, 2018, prior to full redevelopment of the Wharves into public park spaces;

(5) At no cost to the Port, use reasonable efforts to support the creation of an economic development district that includes the New Orleans riverfront from Spanish Plaza to Crescent Park excluding any Port facility within that area, the benefits of which will inure solely to the City; and

(6) At no cost to the Port, support State and City legislative approvals and enactments necessary for the dissolution of the Commission.

**Corporation's Obligations:** (1) Accept the transfer of the Railroad, including all assets, and assume liabilities of the Commission, including pending litigation and unasserted claims, except as provided below;

(2) Continue to operate, maintain and develop the Railroad to serve the Port and the industries located on said system;

(3) Assume and make proper and legal provision for the payment of the outstanding New Orleans Public Belt Railroad Bonds and the City of New Orleans Public Belt Railroad Bonds and the City of New Orleans Public Belt Notes;

(4) Recognize and maintain the rights of the employees of the Commission under existing labor contracts and applicable law;

(5) Continue to operate and maintain the Huey P. Long Bridge (the “Bridge”) as a part of the Railroad system and assume and comply with all obligations of the City and the Commission under all contracts relating to the Bridge;

(6) Execute all legislative and legal approvals promulgated as part of the transfer to the Corporation of the ownership, operation and control of the Railroad;

(7) At no cost to the Corporation and on written request from the Commission, use reasonable efforts to facilitate the dissolution of the Commission after the effective date of the CEA as may be appropriate;

(8) Continue to name the Commission as an additional named insured on all applicable insurance policies for a term of two years from the effective date of the CEA;

**City’s Obligations:**

(1) Transfer to the Corporation all ownership and all right, title and interest the City has in the Railroad, including the Bridge, in “as is, where is” condition;

(2) Affirm that it and/or the Commission owns and has the authority to transfer, with City Council approval, the entirety of the Railroad;

(3) Agree that the Corporation will have free and perpetual franchise and servitude for use of all streets, paper streets and other City lands crossed, used or occupied by the Railroad, and grant servitudes as necessary to the Corporation;

(4) At no cost to the City, facilitate and support all legislative approvals and enactments and commit to execute all legal approvals appropriate to effectuate and facilitate the transfer to and operation of the Railroad to the Corporation;

(5) Develop what is currently the Wharves as park space or other recreational and non-maritime uses that will expand public access to the riverfront;

(6) Grant a servitude and right of use for docking at the Wharves to the Port;

(7) At its cost, consider and implement rail safety improvements for pedestrians necessary to reconcile pedestrian use of the Wharves’ area with the operation of the adjoining Railroad tracks;

(8) To the extent not prohibited by the Louisiana Constitution or the City Home Rule Charter, agree not to impose any taxes, fees,

charges, assessments, levies, or other similar actions on the Corporation related to the Railroad and the properties, operations, activities and functions of the Railroad system;

(9) To the extent not prohibited by the Louisiana Constitution or the City Home Rule Charter, agree to enact ordinances and resolutions as necessary to treat the Corporation in the same manner as the Port;

(10) Affirm that the property and assets of the Corporation will be public property used for public purposes and, without limiting the foregoing, enact an ordinance exempting the Corporation from any requirement to file for an Occupational License and to pay a license tax; and

(11) Acknowledge that the Corporation is not assuming any outstanding amounts, payments or other obligations to the City as of the effective date of the CEA and waive any claim against the Corporation for any outstanding liabilities and obligations of the Commission owed to the City or any agencies or boards thereof as of the effective date of the CEA.

**Commission's Obligations:** (1) Transfer all ownership, right, title and interest, operation and control the Commission has in the Railroad, including the Bridge, to the Corporation, and affirm that it and/or the City owns and has the authority to transfer, with City Council approval, the entirety of the Railroad; and

(2) Facilitate, support and commit to execute all legislative and legal approvals appropriate to transfer the ownership, operation and control of all of the Commission's properties and assets to the Corporation.

**Target Closing Date:** The closing date for the CEA is contingent on a number of factors, including, but not limited to the City Council's approval of the CEA and potential objections by the Commission's unions. Assuming that such factors outside the Port's control do not delay the execution of the CEA, the target closing date is December 31, 2017, with an anticipated effective date of January 1, 2018.

## **ITEM F**

### **RESOLUTION**

**IT IS HEREBY RESOLVED BY THE BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS** that its President and Chief Executive Officer Brandy D. Christian be, and she is, hereby authorized and empowered on behalf of this Board to enter into a cooperative endeavor agreement with the City of New Orleans, the Public Belt Railroad Commission for the City of New Orleans, and the New Orleans Public Belt Railroad Corporation, a future public nonprofit wholly owned subsidiary corporation of the Board of Commissioners of the Port of New Orleans, to exchange the Board's wharves at Governor Nicholls Street and Esplanade Avenue for the operations, assets, and liabilities of the Public Belt Railroad Commission for the City of New Orleans; and

**IT IS HEREBY FURTHER RESOLVED BY THIS BOARD** that the said Brandy D. Christian be, and she is, hereby authorized and empowered on behalf of this Board to execute all documents contemplated by the Cooperative Endeavor Agreement and to take all such actions as she may deem necessary in her discretion to give full force and effect to the intentions expressed in this resolution.

## **ITEM G**

**Consider Approval of a Resolution Approving the Incorporation of the Nonprofit Public Corporation New Orleans Public Belt Railroad Corporation (NOPBRC) as a Wholly Owned Subsidiary of the Board of Commissioners of the Port of New Orleans for the Purpose of Acquiring the Operations, Assets and Liabilities of the New Orleans Public Belt Railroad Commission from the City of New Orleans, Adopting the Articles of Incorporation for the NOPBRC and Authorizing Its President and Chief Executive Officer to Take Such Actions as Necessary in Her Discretion to Give Full Force and Effect to the Intentions Expressed in this Resolution. (Mr. Gussoni)**

### **BACKGROUND INFORMATION**

As a part of the Cooperative Endeavor Agreement (the "CEA") with the City of New Orleans (the "City"), the New Orleans Public Belt Railroad Commission (the "Commission") and a public nonprofit corporation to succeed the New Orleans Public Belt Railroad Commission as a wholly owned subsidiary of the Port, it is necessary for the Board of Commissioners of the Port of New Orleans (the "Port") to create a new public subsidiary nonprofit corporation to which the assets and liabilities of the Commission can be transferred prior to the CEA being signed. The reason for this is to maintain the operations of the Commission in a legal entity that is completely separate from the Port. The articles of incorporation of this new corporation include the following:

#### **Incorporation Terms**

**Corporation Name:** New Orleans Public Belt Railroad Corporation (the “Corporation”)

**Corporation Type:** Public Nonprofit Corporation

**Address:** On incorporation, the Corporation’s registered office shall be located at

1350 Port of New Orleans Place  
New Orleans, Louisiana 70130,

and its mailing address shall be

P. O. Box 60046  
New Orleans, Louisiana 70160

After the execution of the CEA, the Corporation’s registered office and mailing address shall be changed to be the address of the Commission.

**Corporate Structure:** The Corporation shall be a nonprofit corporation organized on a non-stock basis and shall have no capital stock or shareholders.

**Membership:** There shall be only one class of membership of the Corporation.

The membership of the Corporation shall be limited to and shall at no time exceed seven (7) members, provided that nothing contained herein shall be construed to require the Corporation to maintain seven (7) members at all times. Each current member of the Port on the date of incorporation of the Corporation shall be the initial members of this Corporation. Thereafter, the persons from time to time constituting the Board of Commissioners of the Port of New Orleans shall be the members of the Corporation and the directors of the Corporation.

**Board of Directors:** The governing board of the Corporation shall be a board of directors consisting of the members of this Corporation, who shall be the members of the board of the Port.

If any person shall cease to serve as a member of the board of the Port for any reason, at the same time that person shall thereby simultaneously cease to be a director of the Corporation, and that person's successor in office as a member of the board of the Port shall on taking such office



automatically and without the necessity of further action by anyone become a director of the Corporation. A director whose term in office has expired or who may resign, but who still retains the qualifications required by these articles of incorporation and by law, shall continue to serve as a director (and as a member) with full power until such director's successor shall have been duly appointed and sworn in as a member of the board of the Port.

No director, attorney, officer or employee of any other rail carrier shall ever be a member or director of the Corporation. For purposes of the preceding sentence, attorney refers only to an individual attorney who represents a rail carrier, and there shall be no imputed disqualification to an attorney based on representations of rail carriers by other lawyers associated in that attorney's firm. For purpose of these articles of incorporation, "rail carrier" has the meaning provided in 49 U.S.C. § 10102(5) or any successor statutory provision, and further includes an entity which directly or indirectly controls or is controlled by such a rail carrier. Furthermore, an appointed member of the Board of Commissioners of the Port of New Orleans shall not be eligible to be a member or director of the Corporation if such person, member of his or her immediate family, or legal entity in which he or she has a substantial economic interest has entered into or is in any way interested in any contract, subcontract, or other transaction with the Corporation. For purposes of these articles of incorporation, "legal entity" means a juridical person other than a governmental entity, and legal entity specifically does not include the Port, but other terms (such as "substantial economic interest" and "immediate family") that are defined in the Louisiana Code of Governmental Ethics, R.S. 42:1102, as amended from time to time, have the meanings provided therein. No individual shall become or continue to be a member or director of the Corporation (notwithstanding that such individual is a member of the Board of Commissioners of the Port of New Orleans) if any of the following persons has a substantial economic interest in any transaction involving the Corporation:

- (1) That individual.
- (2) Any member of that individual's immediate family.
- (3) Any legal entity in which that individual has a substantial economic interest.

- (4) Any legal entity of which that individual is an officer, director, trustee, partner, or employee.
- (5) Any legal entity with whom that individual is negotiating or has an arrangement concerning prospective employment.
- (6) Any legal entity who is a party to an existing contract with that individual, or with any legal entity in which that individual exercises control or owns an interest in excess twenty-five percent, or who owes an thing of economic value to that individual, or to any legal entity in which that individual exercises control or owns an interest in excess of twenty-five percent, and who by reason thereof is in a position to affect directly the economic interests of that individual.

**Officers:**

The president and chief executive officer of the Port shall serve as chief executive officer of the Corporation. The governing board shall elect a secretary/treasurer of the Corporation from among the directors. The governing board may elect one or more vice-presidents. All officers shall serve at the pleasure of the governing board. An officer shall serve until removed (with or without cause) or until his or her successor is duly elected and installed, except that an officer who is a director, but who ceases to be a director, shall automatically cease to be an officer at the same moment.

The governing board shall elect as an officer a president/general manager for railroad operations, who shall report to the chief executive officer of the corporation.

**ITEM G**

**RESOLUTION**

**IT IS HEREBY RESOLVED BY THE BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS** that the Board hereby approves the incorporation of the public nonprofit corporation New Orleans Public Belt Railroad Corporation (NOPBRC) as a wholly owned subsidiary of the Board of Commissioners of the Port of New Orleans for the purpose of acquiring the operations, assets and liabilities of the New Orleans Public Belt Railroad Commission from the City of New Orleans and adopts for the NOPBRC the Articles of Incorporation as set out on Exhibit A to this resolution; and

**IT IS HEREBY FURTHER RESOLVED BY THIS BOARD** that its President and Chief Executive Officer Brandy D. Christian be, and she is, hereby authorized and empowered on behalf of this Board to take all such actions as necessary in her discretion to give full force and effect to the intentions expressed in this resolution.

## ITEM H

**Consider Approval of a Resolution Authorizing the President and Chief Executive Officer to Enter into Annual Agreements Providing for Employee Benefits for Health, Dental, Vision, Long-Term Disability, Accidental Death and Dismemberment, and Life Insurance Coverage. (Mr. Wendel)**

### BACKGROUND INFORMATION

#### 2017 & 2018 Recommended Medical Plan Designs



|   |             | Primary Plan (Base)  |             | Buy-Up Plan  |             | 1500 HDHP                |             | 2000 HDHP             |             |
|---|-------------|--|-------------|--|-------------|--------------------------|-------------|-----------------------|-------------|
| Physician's Copay<br>(Network Only)       |             | \$20 PCP<br>\$35 Specialist                                  |             | \$10 PCP<br>\$10 Specialist                                  |             | Ded & Coins              |             | Ded & Coins           |             |
| Prescription Drugs                        |             | \$15 Tier 1<br>\$30 Tier 2<br>\$50 Tier 3<br>3x retail Copay |             | \$15 Tier 1<br>\$30 Tier 2<br>\$50 Tier 3<br>3x retail Copay |             | Ded & Coins              |             | Ded & Coins           |             |
| Mail Order Pharmacy                       |             |  |             |  |             |                          |             |                       |             |
| Emergency Room Copay                      |             | \$150 Copay  |             | \$150 Copay  |             | Ded & Coins              |             | Ded & Coins           |             |
| Urgent Care Copay                         |             | \$50 Copay   |             | \$50 Copay   |             | Ded & Coins              |             | Ded & Coins           |             |
| Inpatient Hospital                        |             | Ded & Coins  |             | Ded & Coins  |             | Ded & Coins              |             | Ded & Coins           |             |
| Outpatient Hospital &<br>Advanced Imaging |             | Ded & Coins  |             | Ded & Coins  |             | Ded & Coins              |             | Ded & Coins           |             |
|   |             | Network  | Non-Network | Network  | Non-Network | Network                  | Non-Network | Network               | Non-Network |
| Deductible:                               | Individual  | \$1,000  | \$3,000     | \$500  | \$1,500     | \$1,500                  | \$4,500     | \$2,000               | \$6,000     |
|   | Family (2x) | \$2,000  | \$6,000     | \$1,000  | \$3,000     | \$3,000                  | \$9,000     | \$4,000               | \$12,000    |
| Co-insurance                              |             | 100%   | 70%         | 100%   | 70%         | 100%                     | 70%         | 100%                  | 70%         |
| Max. Out of Pocket                        |             | (includes deductible & copays)                               |             | (includes deductible & copays)                               |             | (includes deductible)    |             | (includes deductible) |             |
| Individual                                |             | \$2,000  | \$6,000     | \$2,000  | \$6,000     | \$1,500                  | \$7,000     | \$2,000               | \$8,500     |
| Family (2x)                               |             | \$4,000  | \$12,000    | \$4,000  | \$12,000    | \$3,000                  | \$14,000    | \$4,000               | \$17,000    |
| Lifetime Maximum                          |             | Unlimited  |             | Unlimited  |             | Unlimited                |             | Unlimited             |             |
|   |             |  |             |  |             | To be eliminated in 2018 |             | To remain in 2018     |             |

## Medical Plan Costs & Rates



| 2017 "Active" Medical Plan Costs |     |              |     |             |    |              |     |             |    |
|----------------------------------|-----|--------------|-----|-------------|----|--------------|-----|-------------|----|
| Enrollment                       |     | HDHP 2000    |     | HDHP 1500   |    | Base         |     | Buy-up      |    |
|                                  |     |              |     | Premium     |    |              |     |             |    |
| Employee                         | 151 | \$752.22     | 57  | \$812.10    | 6  | \$913.49     | 64  | \$967.62    | 24 |
| Employee + Spouse                | 50  | \$1,730.13   | 21  | \$1,867.82  | 3  | \$2,101.05   | 14  | \$2,225.52  | 12 |
| Employee + Child(ren)            | 29  | \$1,579.68   | 14  | \$1,705.40  | 1  | \$1,918.34   | 11  | \$2,032.00  | 3  |
| Employee + Family                | 55  | \$2,286.78   | 30  | \$2,468.77  | 2  | \$2,777.05   | 20  | \$2,941.57  | 3  |
|                                  |     |              |     |             |    |              |     |             |    |
| Total Monthly Premium            | 285 | \$169,928.19 | 122 | \$17,119.00 | 12 | \$164,520.80 | 109 | \$64,849.83 | 42 |
|                                  |     |              |     |             |    |              |     |             |    |
| Total Annual Premium             |     |              |     |             |    |              |     |             |    |

| 2018 Revised Renewal "Active" Medical Plan Costs |     |              |     |                                 |    |              |     |             |    |
|--|-----|--------------|-----|---------------------------------|----|--------------|-----|-------------|----|
| Enrollment                                       |     | HDHP 2000    |     | HDHP 1500<br>(to be eliminated) |    | Base         |     | Buy-up      |    |
|  |     |              |     | Premium                         |    |              |     |             |    |
| Employee   | 151 | \$815.96     | 57  | \$880.55                        | 6  | \$949.07     | 64  | \$1,011.30  | 24 |
| Employee + Spouse                                | 50  | \$1,876.73   | 21  | \$2,025.25                      | 3  | \$2,182.88   | 14  | \$2,325.98  | 12 |
| Employee + Child(ren)                            | 29  | \$1,713.54   | 14  | \$1,849.14                      | 1  | \$1,993.06   | 11  | \$2,123.73  | 3  |
| Employee + Family                                | 55  | \$2,480.55   | 30  | \$2,676.86                      | 2  | \$2,885.21   | 20  | \$3,074.36  | 3  |
|  |     |              |     |                                 |    |              |     |             |    |
| Total Monthly Premium                            | 285 | \$184,327.11 | 122 | \$18,561.91                     | 12 | \$170,928.66 | 109 | \$67,777.23 | 42 |
|  |     |              |     |                                 |    |              |     |             |    |
| Total Annual Premium                             |     |              |     |                                 |    |              |     |             |    |
|  |     |              |     |                                 |    |              |     |             |    |
| Increase %                                       |     | 8.5%         |     | 8.4%                            |    | 3.9%         |     | 4.5%        |    |
|  |     |              |     |                                 |    |              |     |             |    |
|  |     |              |     |                                 |    |              |     |             |    |



## 2017 & 2018 Recommended Medical Plan Designs



|   | Primary Plan (Base)  |             | Buy-Up Plan  |             | 1500 HDHP                |             | 2000 HDHP             |             |
|---|--|-------------|--|-------------|--------------------------|-------------|-----------------------|-------------|
| Physician's Copay<br>(Network Only)       | \$20 PCP<br>\$35 Specialist                                  |             | \$10 PCP<br>\$10 Specialist                                  |             | Ded & Coins              |             | Ded & Coins           |             |
| Prescription Drugs                        | \$15 Tier 1<br>\$30 Tier 2<br>\$50 Tier 3<br>3x retail Copay |             | \$15 Tier 1<br>\$30 Tier 2<br>\$50 Tier 3<br>3x retail Copay |             | Ded & Coins              |             | Ded & Coins           |             |
| Emergency Room Copay                      | \$150 Copay  |             | \$150 Copay  |             | Ded & Coins              |             | Ded & Coins           |             |
| Urgent Care Copay                         | \$50 Copay   |             | \$50 Copay   |             | Ded & Coins              |             | Ded & Coins           |             |
| Inpatient Hospital                        | Ded & Coins  |             | Ded & Coins  |             | Ded & Coins              |             | Ded & Coins           |             |
| Outpatient Hospital &<br>Advanced Imaging | Ded & Coins  |             | Ded & Coins  |             | Ded & Coins              |             | Ded & Coins           |             |
|   | Network  | Non-Network | Network  | Non-Network | Network                  | Non-Network | Network               | Non-Network |
| Deductible: Individual                    | \$1,000  | \$3,000     | \$500  | \$1,500     | \$1,500                  | \$4,500     | \$2,000               | \$6,000     |
| Family (2x)                               | \$2,000  | \$6,000     | \$1,000  | \$3,000     | \$3,000                  | \$9,000     | \$4,000               | \$12,000    |
| Co-insurance                              | 100%   | 70%         | 100%   | 70%         | 100%                     | 70%         | 100%                  | 70%         |
| Max. Out of Pocket                        | (includes deductible & copays)                               |             | (includes deductible & copays)                               |             | (includes deductible)    |             | (includes deductible) |             |
| Individual                                | \$2,000  | \$6,000     | \$2,000  | \$6,000     | \$1,500                  | \$7,000     | \$2,000               | \$8,500     |
| Family (2x)                               | \$4,000  | \$12,000    | \$4,000  | \$12,000    | \$3,000                  | \$14,000    | \$4,000               | \$17,000    |
| Lifetime Maximum                          | Unlimited  |             | Unlimited  |             | Unlimited                |             | Unlimited             |             |
|   |  |             |  |             | To be eliminated in 2018 |             | To remain in 2018     |             |

### RESOLUTION

**IT IS HERBY RESOLVED BY THE BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS** that its President and Chief Executive Office Brandy D. Christian be, and she is, hereby authorized and empowered on behalf of this Board to enter into annual contracts with United Health Care for health, dental, and vision; and (2) Met Life for long-term disability, accidental death and dismemberment, and life insurance under such terms and conditions as the said Brandy D. Christian may deem to be in the best interest of this Board; and

**IT IS HEREBY FURTHER RESOLVED BY THIS BOARD** that the said Brandy D. Christian be, and she is, hereby authorized and empowered on behalf of this Board to execute such documents and take all action as she may deem necessary in his discretion to give full force and effect to the intentions of this resolution.