MINUTES OF BOARD MEETING

OF

THE BOARD OF COMMISSIONERS

OF THE ORLEANS LEVEE DISTRICT

NEW ORLEANS, LOUISIANA

SEPTEMBER 19, 1990

THE BOARD OF COMMISSIONERS

OF THE ORLEANS LEVEE DISTRICT

SEPTEMBER 19, 1990

ACTION	PAGE
Roll Call by Secretary Lansden.	1
Pledge of Allegiance to the Flag.	1
Opening Remarks	2
Approval of Minutes of Regular Board Meeting held on August 15, 1990	3
MOTIONS:	
*To approve the Rules and Bylaws of the Compact between the Board and the University of New Orleans for the development of Pontchartrain Beach and the budget for the first fiscal year	3
*Ratification of Poll Vote dated September 4, 1990, to approve submitting a FAA Grant application in the amount of $1,946,851 to cover construction and engineering fees for the development of a portion of the landfill on the southeastern portion of Lakefront Airport and to accept such grant when offered, to request the State as cosponsor of this application to provide $230,000 as the matching portion of this grant request, and to direct the President or OLB Director to execute any and all documents to carry out the above.	24
Approval of Disadvantaged Business Enterprise Program required by the FAA to receive Airport Grant-In-Aid.	26
Construction of Hurricane Protection for Outfall Canals: The U.S. Army Corps of Engineers Lake Pontchartrain and Vicinity Hurricane Protection Plan provides for a high level flood protection system part of which for Orleans Parish extends along the southern perimeter of Lake Pontchartrain. Along this reach there are outfall canals through which the flood protection system must accommodate free flowage of surface drainage while protecting the City from the extremely high tides caused by hurricanes. The U.S. Army Corps of Engineers proposes to construct a butterfly valve structure near the mouth of the canal. Their proposal was referred to a meeting of Corps of Engineers, Orleans Levee Board, Sewerage and Water Board and other agency representatives for review held prior to the regular meeting of the Board on August 15, 1990. At that Board meeting, it was considered that the item should be held in abeyance for 30 days in order that the Congressional Delegation might be approached for additional Federal funding for the project. The item is referred to the Board without recommendation	27
*For approval to accept the proposal from Integon Indemnity Corporation, bonding company, to complete the construction of the South Shore Harbor Marina Center in accordance with terms of the bonding agreement and to authorize the President or Director to execute necessary documents pertaining to the above	28

*Denotes approval

THE BOARD OF COMMISSIONERS

OF THE ORLEANS LEVEE DISTRICT

SEPTEMBER 19, 1990

ACTION	PAGE
To approve amendments to the Lakeshore Subdivision Building Restrictions, and to authorize the Vice President or Director to execute whatever documents necessary to accomplish the approval of said amendments	33
*To approve renewing South Shore Yacht Club's lease for one year, and to authorize the President, OLB Director or Marina Manager to sign any and all documents to carry out the above	38
A request from Iberville Landing, lessee of Shelterhouse II, and Mr. Rudy Belisle, lessee of Shelterhouse IV, to reduce rental and other lease modifications has been referred to the Board without recommendation.	40
Request from UNO Student Development Activities to utilize the Pontchartrain Beach parking lot for the Clyde Beatty-Cole Brothers Circus to be held October 9-11, 1990. Submitted to the Board without recommendation.	46
Request to transfer lease to Boathouse N-16, Orleans Marina, from Mr. Joseph M. Costello, III, to Mr. John A. Chantrey. Submitted to the Board without recommendation.	46
*To approve contracting for the services of Mr. Louis Blanchard over the period ending June 30, 1991, for professional assistance in establishing procedures for expanding operations and uses of the Board's new main frame computer system, and to authorize the President or Director to execute all documents necessary to carry out the above	47

*Denotes approval

COMMITTEE REPORTS

STANDING COMMITTEES:

1. Airport Committee, Commissioner Ramelli. 55
2. Engineering Committee, Commissioner Dickhaus . . . 55
3. Insurance Committee, Commissioner Smith. 55
4. Marina Committee, Commissioner Maloney 55
5. Real Estate Committee, Commissioner Boissiere. . . 55
6. Safety-Security Committee, Commissioner Vincent 55

SPECIAL COMMITTEES:

1. Special Development Committee, Commissioner Ross. 55

COMMUNICATIONS. 55

ADJOURNMENT 56

THE BOARD OF COMMISSIONERS
OF THE ORLEANS LEVEE DISTRICT

MINUTES OF MONTHLY BOARD MEETING

September 19, 1990

The regular monthly meeting of the Board of Commissioners of the Orleans Levee District was held on Wednesday, September 19, 1990, at 3:15 p.m., in Room 228, Administration Building, New Orleans Lakefront Airport, after due legal notice of the meeting was sent to each Board member, the news media, and a copy of the call was posted.

The meeting was called to order by President Medo.

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

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

PRESENT:

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

ABSENT:

The Honorable James E. Smith, Jr., Commissioner

ALSO PRESENT:

A. C. Peters, South Shore Yacht Club
Louis Blanchard, Southern EDP Systems, Inc.
Bog Segari, Hibernia National Bank
Stoney Dale, Schubert Marine
Morris Marx, Bemo, Inc.
Kurt D. Steiner
Shirley Boudreaux, Lake Terrace Homeowners Association
Jane Mokrasch, Lake Terrace Homeowners Association
Mike Millay, New Orleans Sports Foundation
E. Berkley Traughber
Gordon Mueller
George D. Hopkins, Jr., Hopkins Company
Crit Lorio, Hibernia
Edward Lobman, Lake Terrace Property Owners Association
Guy A. Chiappetta, South Shore Yacht Club
Bruce Feingerts, Feingerts & Kelly
Carl J. Sierra, South Shore Point, Inc.

THE BOARD OF COMMISSIONERS
OF THE ORLEANS LEVEE DISTRICT

MINUTES OF MONTHLY BOARD MEETING

September 19, 1990

OLB STAFF AND CONSULTANTS:

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

-ooOoo-

I. OPENING REMARKS AND PRESENTATIONS BY PRESIDENT OR COMMISSIONERS:

President Medo called on Mr. Mike Millay, Director of the New Orleans Sports Foundation, to address the Board regarding the recent Triathelon held at Pontchartrain Beach and on the Lakefront.

Mr. Millay thanked the Board on behalf of the New Orleans Sports Foundation for allowing them to bring this national event to the Lakefront. They were able to accomplish several of the goals set out, such as, to help obtain publicity for the City of New Orleans, and to increase tourism during the summer months when tourist is down. Overall the event was a huge success; a little less than 800 triathletes competed. He stated they are hoping to come back next year. He also commended Mr. Max Hearn and Chief Theodore Field on the good job their departments performed.

II. APPROVAL OF MINUTES:

There were no corrections, additions or deletions to the minutes of the Regular Board Meeting held on August 15, 1990, therefore the minutes of the Regular Board Meeting held on August 15, 1990, were approved as submitted.

III. MOTIONS:

President Medo requested that Item J on the agenda be taken out of order.

Commissioner Dickhaus objected, stating he did not have an Item J on his agenda or the supporting documentation, and that he did not have it when he reviewed the agenda off of which he worked.

Mr. Lansden stated an amended agenda was sent out timely and all Commissioners should have received the amended agenda.

Commissioner Dickhaus asked how many other Commissioners did not get an amended agenda.

Commissioners Vincent, Maloney and Ramelli indicated they received an amended agenda timely.

Commissioner Dickhaus stated the item was not on the official agenda, and one objection meant it must be moved to the next meeting to be placed on the official agenda.

Mr. McGinity stated that what is the official agenda is to be determined by the Secretary.

Mr. Lansden declared the official agenda included Item J, which was received by him from President Medo on August 29th; it was not placed on the first agenda that was distributed through an oversight; the revision was placed on the agenda in a timely manner and was out within two to three hours after the original agenda, and was distributed in accordance with Mr. Lansden's direction and the bylaws of the Board.

Commissioner Dickhaus asked for a recess in order for General Counsel to review Robert's Rules of Order.

Commissioner Ross asked if it was critical that the item be heard today.

Dr. Mueller stated that it was important as they are in the process of trying to move the Compact forward.

President Medo called a recess at 3:35 p.m.

The Board reconvened and President Medo called the meeting back to order at 3:30 p.m.

Mr. Lansden read the pertinent section of the bylaws, under Article 2, Regular Meetings, "Not less than once each month, unless waived by a majority vote of the Board, a regular meeting shall be held in the City of New Orleans at such time and place as the President shall designate. Only those matters shall be considered as appear on the written agenda delivered to each commissioner at least two days before the day on which the meeting is to be held. Matters not on the agenda can be heard only by unanimous vote of the Board." The agenda for this meeting was distributed to Commissioners at their place of business on Friday, with the revised agenda being distributed in the same manner, same place, on Monday morning--two days prior to this meeting. This complies with the bylaws.

President Medo ruled that Item J was properly on the agenda.

Commissioner Dickhaus asked whether the bylaws are silent on revisions of the agenda.

Mr. Lansden replied, yes.

Commissioner Dickhaus asked if the bylaws were silent, how then could the Chair rule that they give the right to send in a revision, and added that matters not on the agenda require a unanimous vote.

Mr. Lansden explained that [a unanimous vote is required if an item is to be added] at the meeting. The completed agenda was delivered two days before this meeting, and included the agenda with Item J on it.

Commissioner Dickhaus reiterated that it was a revision, the bylaws do not address revised agendas, and that he did not receive it.

Mr. Lansden indicated he was obtaining the courier's certification that the delivery was made to Commissioner Dickhaus' office on Monday.

President Medo stated ultimately it becomes a question of whether or not the term "revision" really applies to this, as it is actually the final agenda, and that he had already made his ruling.

A. To approve the Rules and Bylaws of the Compact between the Board and the University of New Orleans for the development of Pontchartrain Beach and the budget for the first fiscal year.

Commissioner Ross asked Dr. Mueller if a delay in action on this item would have an adverse effect.

Dr. Mueller stated it would not destroy the project, however, their side has taken longer than expected to raise the required $211,000, which was raised since early August, and the official signing of the Intergovernmental Cooperative Marketing Agreement between the University and the Orleans Levee Board was held at that time. In anticipation of the fact that the legal transactions were going to be completed in August, they have issued RFP's for several contracts, including marketing and financial analysis, which they are trying to get on track to get the project moving. There are several French companies, with whom they have been talking since last fall, who are waiting for something concrete, and they cannot negotiate specifically with them until completion of the market study, and there is another four months' work before issuing the contracts.

Commissioner Ross asked, in order to allow Commissioner Dickhaus time to read the information, whether Dr. Mueller would have a problem with a recommendation of postponing action on the item, with the assurance that it would be approved at a later date.

Dr. Mueller stated that they would understand, but added the bylaws are about as vanilla as they could have been made, and the budget is very simple and straight forward. There is

a sense of urgency to move the project along, however, if there was no way the Levee Board could do that, then they would try to work within the parameters prescribed by the Levee Board.

Commissioner Vincent asked if a delay at this point would cost money or credibility.

Dr. Mueller stated it would cost credibility with the French companies. The companies bidding on the project were originally told they had hoped to issue a contract in the middle of August, however, because of the delay in getting the last check from the Foundation, they could not get it on the agenda and everything signed before the 15th of August; therefore, it has already slipped one month. They were assured this would be the last hurdle; therefore, it is a credibility issue. Also, they are in a position where they need to gain some credibility because of the delay in obtaining the $211,000.

In view of Dr. Mueller's comments regarding the project's credibility and also the possible cost of a delay, Commissioner Vincent recommended the Board take action.

The motion which was offered by President Medo was read Mr. Lansden, and seconded by Commissioner Vincent.

Mr. Lansden explained the budget being approved is a breakdown of the amount already approved.

Commissioner Ross asked Mr. Lansden if he has reviewed this and discussed any changes with the University's administration.

Mr. Lansden responded that the budget had been reviewed and discussed, and the bylaws reviewed.

Commissioner Ross asked Mr. Lansden if he was left with any dissatisfaction on these matters.

Mr. Lansden stated he saw none.

Commissioner Ross asked President Medo if he had an opportunity to review the proposal and discuss any refinements with the University's administration.

President Medo stated he was afforded an opportunity to do that, and that he was satisfied; there were some things he would change, but that is true of everyone who reads it.

Commissioner Ross asked President Medo if he felt that all persons, with the exception of Commissioner Dickhaus, have had an opportunity to review this budget.

President Medo stated, with the exception of Commissioner Dickhaus, he felt everyone else has received a copy of the bylaws and the budget, and would have come to the Board meeting with questions, if they had any questions.

Commissioner Ross asked if anyone in the audience had any questions.

Dr. Mueller stated that at the first meeting of the Compact on September 4th, the bylaws were reviewed, and they were ratified pending approval of the Levee Board, which is required by the Intergovernmental Agreement.

Commissioner Dickhaus asked Dr. Mueller if they have made any contracts to date.

Dr. Mueller replied, no.

Commissioner Dickhaus asked if they have expended any funds to date.

Dr. Mueller replied, no.

Commissioner Dickhaus asked if they have negotiated with anyone for contracts.

Dr. Mueller replied, not anything in addition to proposals that have been submitted in response to the request for proposals that had been sent out in June; they have not issued anything on that initial contract at this point. They have issued the RFP's and accepted proposals, and presentations have been made. They have discussed with the proposers of the market demand and financial feasibility analysis various aspects of their proposals.

Commissioner Dickhaus stated that Dr. Mueller implied earlier the marketing study, which had to be completed before they could go on to the other, was under way.

Dr. Mueller indicated that was not correct; what he meant was they had issued the RFP in June, heard presentations at the end of August, and have had a review committee looking at

the documents submitted and are prepared to make a recommendation to the members of the Compact as to the successful bidder. They have not negotiated with the proposers at this point because they have not had the approval yet from the members of the Compact, who are supposed to approve third party contracts. Therefore, once the Board's approval is forthcoming, processwise, they would then have to go to the members of the Compact to seek their approval of the successful proposal. At that point, they would begin to negotiate more specifically with the third parties.

Commissioner Dickhaus stated Dr. Mueller is before the Board asking for the approval of a budget, they already are negotiating with certain said third parties identified by name, and the budget has not been approved. He read Article 8.8 of the agreement, "The Management Committee shall adopt a budget for each fiscal year, which budget must be approved by both participants prior to making any expenditure by the Management Committee, and any funds no longer required by the Compact shall be disseminated to the participants equally." He stated Dr. Mueller is coming before the Board, asking the Board to vote on a budget that they already are committing to before this Board has approved or seen the budget.

Dr. Mueller replied they have not; they have not expended any monies out of the budget, and they have not committed to any third party for any penny of that budget.

Commissioner Dickhaus asked for an audit.

Dr. Mueller stated they would be happy to submit that to an audit.

Commissioner Dickhaus stated another concern, that once the Compact is set up, there is no oversight any longer by this Board. He stated he did not believe that the Board could abdicate its authority and responsibility. In the original agreement, it was that once the Compact was set up, everything would come back to both the LSU Board and the Orleans Levee Board. He asked Dr. Mueller's understanding on this.

Dr. Mueller stated his understanding is that once the budget of $211,000 that UNO raised is approved by the members of the Compact, that they would then have the authority to expend within those budget categories as approved by the members of the Compact. There are two members of the Orleans Levee Board sitting on the Compact. He stated he was not a party to the negotiations that developed the Intergovernmental Agreement which structured it in this way. However, it is his understanding that the reason for Levee Board representation on the Compact was to provide the Levee Board oversight indirectly through its participation on the Compact. A development of this type would not be successful if they had to come back every time for line item approval within the budget; then there would be no reason to have the Compact in the first place. His understanding of the Intergovernmental Agreement is that there would be approval by this Board of the bylaws and the fiscal budget, which is what they are bringing before the Board today, after the review of two members of the Levee Board who sit on the Compact and who are part of the unanimous vote recommending this for approval. The budget categories are broad categories, professional services and so forth, and are things they deem appropriate and necessary to move the project forward. The breakdown of the budget was discussed with the Compact members, and everyone understands what they are trying to accomplish and why. He did not think there was a single question among the members of the Compact about the validity, relevance and appropriateness of the expenditure of the funds as projected in the budget at this point.

Commissioner Dickhaus stated his appreciation is that from the time the Compact was drawn up from the Intergovernmental Agreement of memorandum of understanding, once the pact is ratified, it then only goes to two members of this Board and only they have oversight functions, it ceases being on this Board. He stated this causes him concern because the Board has money and policy at exposure, and the Board is suddenly cut out.

Dr. Mueller explained the $211,000 that is being talked about is money that has been raised entirely by UNO; there are no Levee Board funds in this. The Levee Board does raise its own $211,000.

Commissioner Dickhaus referred to Article 4.01, which states the object and purpose of the Compact shall be to combine the financial, managerial, research, development and other resources and talents of the District and the University and apply those combined resources and talents to the development of the park. The funds although raised independently are combined.

Dr. Mueller responded other parts of the Intergovernmental Agreement very clearly specify that the $211,000 of Levee Board money is to be expended on behalf of the development of the hotel conference center exclusively and not for the development of the research park. They are specifically mandated to develop two land use plans for the Pontchartrain Beach site, one with a hotel conference center and one without. To the extent that the Pontchartrain Beach site where the research park is to be located would have a hotel conference center on it, it would seem to him appropriate at that point to discuss how the Levee Board would like to use its $211,000 to help them with the hotel conference center. If it was the Board's wish to put it there, then that is what they would try to do. If the Board decides to have the hotel conference center go to South Shore Harbor, which is what he understands is the Board's primary intention and wish, it would seem to him that the entire $211,000 would be spent on the South Shore Harbor site and would have nothing to do with the research park site.

Commissioner Dickhaus stated that the Board is abrogating its authority and responsibility to two members of the Board for oversight of all activities on this, and he felt this was not good management, and that the funds become commingled, and he had a problem with this. Also, in regards to the provision for the agreement between the University and the City of New Orleans

for Police and Fire protection in the park, he stated the Chancellor of UNO in earlier agreements before the Board agreed to a PILOT, a payment in lieu of taxes, because essentially they are taking 70 acres out of commerce and now paying nothing for it. He stated he was very upset that payment would be made just for Police and Fire protection and not for other services, and reiterated that a payment in lieu of taxes is needed, which is what was agreed to before this Board. He added, this is why he objected earlier about the fact he did not get the materials and had not seen what was being presented, and he was wondering if he was reading from old documents that had been modified. He felt the Board would be prudent to defer action until the document is cleaned up and done the right way, and he offered this as a substitute motion.

Dr. Mueller stated he was sorry Chancellor O'Brien could not be at the meeting because this obviously relates to discussions with him, therefore, there was no way he could respond to the charges made about the PILOT. However, he stated that the Intergovernmental Agreement was negotiated by members of the Levee Board and the University over several months, along with representatives from the Governor's office, and it was hammered out and felt to be a good document, and approved by the Levee Board in its current state, and subsequently ratified through the formal signing, as provided by the Intergovernmental Agreement.

Commissioner Dickhaus stated the signing was subject to ratification.

Dr. Mueller stated they were operating in good faith, since initial approval of the document came last December, and they have been expending University resources in terms of his time and salary on behalf of this document.

Commissioner Dickhaus asked if those resources were going to be transferred back to the University from this $211,000.

Dr. Mueller replied, absolutely not; his time has been going into this as a contribution of the University. He also pointed out his time and effort went into collaboration with

the Levee Board to develop a brochure and to host a series of meetings at the International Association of Conference Centers in Williamsburg last year, at considerable University time and expenditure which would equal at least $10,000, and they have made available the results of a $50,000 market survey that UNO did on the Board's site; this was at no charge to the Levee Board and will not be charged against the $211,000. He felt UNO is acting as a good faith partner in trying to develop this project as quickly and expeditiously as possible. All they could do was act under the assumption that the document approved by the Levee Board last December was the document and the articles they would be operating under. It was under those conditions that they have moved forward to this point today. He felt they have done everything by the book, including the issuance of the RFP in June, and they had communicated to the President of the Board and Mr. Lansden that they were not going to issue any funds until the Compact approved this, and the budget and bylaws were approved, as stipulated in the Intergovernmental Agreement. He stated they have kept the Board informed of every step they have taken along the way, and naturally they are trying to move as quickly as possible to satisfy the wishes of those firms who have expressed an interest in the park, rather than to risk the loss of that interest, however, they have not done this at the expense of this Agreement, and have acted strictly in accordance with the letter of the Agreement.

Commissioner Dickhaus offered a substitute motion to defer action for thirty days, until a PILOT could be worked out and the Board could obtain a clearer understanding in regards to the expenditures. He also pointed out he did not see any provision for minority participation on contracts.

Dr. Mueller stated the University has a strong commitment to minority involvement in contracts.

Commissioner Dickhaus stated he would like to see that in writing and in the request for proposals.

There was no second to the motion to defer, therefore, the motion to defer failed.

Commissioner Ross stated Commissioner Dickhaus raised some valid points, however, he did not see where they were germane to this resolution.

Commissioner Dickhaus asked about future action once this is ratified.

Dr. Mueller reiterated the intention was to create a Compact as a management team to monitor the expenditures of the $211,000 and to assist both the Levee Board and the University in moving forward with this project. The critical areas brought back to the Levee Board for approval are the ones here today, the approval of the bylaws and the fiscal year budget. The intent of the Agreement was that the Board would trust its fellow Commissioners to represent the interests of the Levee Board in the expenditure of funds on a line item basis during the course of the year.

Commissioner Vincent commended the members of the University, representatives of the Governor's office and other governmental agencies, and the two Levee Board Commissioners on the work that was done. She stated there are things she is not comfortable with, however, this is a workable document and a compromise. She also felt Commissioner Boissiere, who is a City Councilman, and Commissioner Smith, represent the Board well, and added the City of New Orleans desperately needs a research and development park.

Commissioner Boissiere asked where was the payment in lieu of taxes provision supposed to be.

Commissioner Dickhaus replied it was supposed to be in the agreement. It came before the Board in an early meeting. Once the lease goes into effect, then the payment should be made.

Commissioner Boissiere agreed the facts should be straightened out on this, however, he asked when this could be done, and

whether this is something the Compact could do as the project is developed.

Dr. Mueller stated it was their understanding that the intent of the Board in passing it was there was nothing left to do in regards to this document other than to raise $211,000 in order to trigger it. It was adopted by this Commission in December of last year, with the intent that, that was the document they were going to operate under once the University raised the money. It is not a perfect document from their point of view either, but they think it is a good enough document to get going with.

Commissioner Boissiere asked whether the PILOT could be imposed as developments were brought on board, and if this could be done through the Compact.

Dr. Mueller stated he could not answer that.

Commissioner Boissiere asked General Counsel if the Agreement could be amended to stipulate those terms.

Mr. McGinity replied, if all parties agree.

In regards to minority participation, Commissioner Boissiere stated they should at least adopt whatever is the Levee Board's position, and the University should have something similar.

Commissioner Ross stated many of the points Commissioner Dickhaus brought up will be on the minds of the Board and its staff and the members of the UNO constituency, however, this motion primarily adopts the bylaws and authorizes expenditure of UNO's $211,000, therefore, he called the question on the motion.

There was no objection to the call of the question.

Therefore, Resolution No. 1-091990, offered by President Medo, seconded by Commissioner Vincent, was adopted with Commissioners Ross, Boissiere, Maloney, Ramelli and Vincent voting yea, and Commissioner Dickhaus abstaining.

MOTION: NO. 10-091990

RESOLUTION: No. 1-091990

BY: President Steven O. Medo, Jr.

SECONDED BY: Commissioner Vincent

September 19, 1990

R E S O L U T I O N

WHEREAS, by Resolution No. 1-122089 the Board approved an Intergovernmental Cooperative Marketing Agreement and Option for the development of Pontchartrain Beach, and

WHEREAS, the aforesaid agreement was signed by the President of this Board and the Chancellor of the University of New Orleans on August 29, 1990, and

WHEREAS, by Article 8.03 of the agreement the affairs of the Compact shall be conducted pursuant to rules and bylaws to be adopted jointly by both the Board and the University and by Article 8.08 a budget for each fiscal year shall be approved by both participants, and

WHEREAS, Rules and Bylaws have been prepared as has a budget for the first fiscal year, said documents are appended hereto and made a part hereof.

BE IT HEREBY RESOLVED, That the Board approves the Rules and Bylaws of the Compact and the budget for the first fiscal year.

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

NAYS: None

ABSENT: Commissioner Smith ABSTAINED: Commissioner Dickhaus

RESOLUTION ADOPTED: Yes

INTERIM BY-LAWS OF OLD/UNO COMPACT

ARTICLE I

GENERAL

1.01. General. These by-laws constitute interim by-laws initially adopted by the OLD/UNO Compact pursuant to Section 8.03 of the Intergovernmental Cooperative Marketing Agreement (the "Marketing Agreement") dated August 29, 1990, between the Orleans Levee District and the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College. These by-laws shall remain in effect until adoption of permanent by-laws by the Management Committee. Any such newly-adopted permanent by-laws shall automatically supercede these by-laws.

1.02. Definitions. Terms defined in the Marketing Agreement shall have the same meanings when used in these by-laws.

1.03. Offices. The offices of the Compact shall be:

c/o Orleans Levee District
Administration Building
New Orleans Lakefront Airport
New Orleans, Louisiana 70126

or such other offices as shall be established by resolution of the Management Committee and shall be convenient to the Park. The Compact shall also maintain offices at The University of New Orleans, Lakefront, New Orleans, Louisiana 70148.

ARTICLE II

MEMBERS

2.01. Appointment. The members of the Management Committee shall be appointed as stated in Section 8.01 of the Marketing Agreement. Before any appointment becomes effective, the entity making the appointment shall certify the appointment in writing to the Compact.

2.02. Term. Each member shall serve until his or her death, resignation or such earlier time as the entity which appointed him or her revokes the appointment by written notice to the Compact.

ARTICLE III

MEETINGS

3.01. Rules. Roberts Rules of Order, as revised from time to time, shall be the parliamentary authority for all matters of procedures of the Management Committee not otherwise covered by these by-laws. All meetings shall be open to the public. The Management Committee may meet at a regular or special meeting in executive session to consider any subjects which, as determined by the Chairman, reasonably require secrecy, provided that no final or binding action may be taken in executive session.

3.02. Regular Meetings. Regular meetings of the Management Committee shall be held quarterly on the First Tuesday of each March, June, September and December. The meetings shall be held at the offices of the Compact or such other place as the Chairman designates.

3.03. Special Meetings. Special meetings of the Management Committee may be called by the Chairman and shall be called by the Chairman on the written request of any three members of the Management Committee. The notice of each special meeting shall state the purpose for which it is called, and only those matters shall be considered as have been included in the call unless every member of the Management Committee is present at the special meeting and a quorum of the Management Committee agrees to take up other matters. The Secretary shall cause written notices of the time and place of special meetings to be mailed or otherwise delivered to each member of the Management Committee so that each member receives notice at least 36 hours before the hour of the special meeting.

3.04. Quorum. The attendance of a majority of members of the Management Committee at any meeting shall constitute a quorum for the transaction of all business. Vacant positions on the Management Committee shall not be counted for purposes of determining the majority as required under this Section. If a quorum is present when the meeting is convened, the members of the Management Committee present may continue to do business, taking action by a vote of a majority of a quorum as fixed above until adjournment, notwithstanding the withdrawal

of enough members to leave less than a quorum as fixed above, or the refusal of any member present to vote.

3.05. Action. Unless otherwise provided, all business of the Management Committee shall be conducted at regular or special meetings by vote of a majority of the members in attendance. Each action of the Management Committee shall be by resolution reduced to writing and presented to the Management Committee before the action.

3.06. Minutes. The Secretary shall keep minutes of each meeting and shall submit copies of the minutes to the prior regular meeting and each special meeting held since the prior regular meeting to each member of the Management Committee at least 36 hours prior to each regular meeting.

3.07. Agenda. The Chairman shall deliver to each member of the Management Committee a proposed agenda of each regular meeting at least 36 hours before the hour of the meeting.

ARTICLE IV

MANAGEMENT COMMITTEE OFFICERS

4.01. Election. The Management Committee shall elect a Chairman, a Vice Chairman and a Secretary/Treasurer from among the members of the Management Committee.

4.02. Term. The term of the Management committee officers shall extend until the end of the fiscal year of the Compact in which the officers are elected. Any officer may be reelected to his office.

4.03. Duties of the Chairman. The powers and duties of the Chairman shall be to:

(a) Preside at all meetings of the Management Committee with the right to vote on all questions.

(b) See that the laws of the State of Louisiana pertaining to the purposes and functions of the Management Committee, and the policies stated in the Management Agreement, are faithfully observed and executed.

(c) Call special meetings of the Management Committee at his discretion or on the written request of three members.

(d) At his discretion, establish committees and appoint members to them as he deems necessary to carry out the business of the Management Committee.

(e) Serve as an ex-officio member of all committees.

(f) Perform such other duties as are usual and customary for the chairman of a similar board.

4.04. Duties of the Vice Chairman. Whenever the Chairman is absent from any meeting, the Vice Chairman shall perform his duties. Otherwise, the Vice Chairman shall serve as Acting Chairman during the vacancy of the chairmanship or in the event of any absence or incapacity of the Chairman which is not purely temporary, and shall perform such other duties as are usual and customary for the vice chairman of a similar board.

4.05. Duties of the Secretary/Treasurer. The Secretary/Treasurer shall be responsible for reviewing the Compact's financial affairs including the receipt, custody and disbursement of the Compact's monies or funds and the preparation of the Compact's financial statements. The Secretary/Treasurer shall also be responsible for the Compact's records and minutes and shall, sign or attest to such documents relating to the business of the Compact as may be directed by the Management Committee. Otherwise, the Secretary/Treasurer shall, perform such other duties as are usual and customary for the secretary/treasurer of a similar board.

4.06. Vacancies. In case a vacancy occurs among the elected officers because of an officer's death, resignation, removal or incapacity, the Management Committee shall, no later than its next regular meeting, hold an election to fill the vacant office for the unexpired portion of the officer's term.

ARTICLE V

EXECUTIVE OFFICERS

5.01. Election. The Management Committee shall elect a President and such other executive officers as the Management Committee deems necessary from time to time. The President and

such other executive officers shall not be members of the Management Committee.

5.02. Term. The term of the President and other executive officers shall be designated from time to time by the Management Committee.

5.03. Duties of the President. The powers and duties of the President shall be to:

(a) Bear responsibility for the operation of the Compact and the marketing and development of the Park pursuant to policies and directives of the Marketing Agreement and the Management Committee.

(b) Develop policies, and directives of the Marketing Agreement and the Management Committee.

(c) Develop policies, administrative procedures and organizational structures as necessary to guide the successful development of the Park.

(d) Supervise employees and other personnel of the Compact.

(e) Obtain such information and advice respecting the research and technology opportunities of the Park as is necessary for successful development of the Park.

(f) Supervise government relations activities of the Park.

(g) Serve as ex-officio member of all committees established by the Chairman or the Management Committee.

(h) Perform such other duties as are usual and customary for the chief executive officer of a similar board.

ARTICLE VI

MISCELLANEOUS PROVISIONS

6.01. Amendment of By-Laws. These by-laws may be altered, amended or repealed by the affirmative vote of five of the members of the Management Committee present at any regular or special meeting of the Management Committee called for that

purpose. However, the Management Committee may not consider taking such action unless it has received notice of and intention to take such action in writing at a previous meeting.

6.02. Accounts and Disbursements. The Management Committee shall maintain such bank accounts as the Management Committee shall, from time to time, determine. The Management Committee may designate the University of New Orleans and/or The University of New Orleans Foundation as its provisional fiscal agent(s) for the maintenance of Compact funds, accounts and financial records.

6.03. Fiscal Year. Pursuant to Section 8.06 of the Management Agreement, the Compact shall maintain its financial records according to fiscal year's ending June 30 of each calendar year.

6.04. Remuneration to Members. Members of the Management Committee shall not receive any remuneration for their services, provided, however, the Management Committee may provide for their reimbursement for direct expenses of their attendance at regular meetings, special meetings or to other business of the Compact.

September 4, 1990

R E S O L U T I O N

WHEREAS, The Intergovernmental Cooperative Marketing Agreement states that the Management Committee (Article VIII, Section 8.03) shall have full and exclusive discretion in the management, administration and control of the affairs of the Compact which shall be conducted pursuant to rules and by-laws to be adopted jointly by both the District and the University; and

WHEREAS, The District and the University have reviewed and approved the operating guidelines as presented herewith.

BE IT THEREFORE RESOLVED THAT the Compact ratify the Interim By-laws of the OLD/UNO Compact, subject to approval of the Orleans Levee Board, which are herewith presented for the management, administration and control of the affairs of the Compact.

UNO RESEARCH AND DEVELOPMENT PARK

BUDGET FOR 1990 - 1991

ITEM	AMOUNT
Salaries	$15,000
Travel, Operating Services, Supplies	$46,000
Professional Services contracts	$150,000
TOTAL BUDGET	$211,000

B. Ratification of Poll Vote dated September 4, 1990, to approve submitting a FAA Grant application in the amount of $1,946,851 to cover construction and engineering fees for the development of a portion of the landfill on the southeastern portion of Lakefront Airport and to accept such grant when offered, to request the State as cosponsor of this application to provide $230,000 as the matching portion of this grant request, and to direct the President or OLB Director to execute any and all documents to carry out the above.

Commissioner Ramelli explained to proceed further with the FAA grant Lakefront Airport had to develop a Disadvantaged Business Enterprise Program, which has been done.

There was a brief discussion as to whether to amend the motion on the table to include approval of the Disadvantaged Business Enterprise Program or to hear the matter as a separate item. The Board concluded the item should be heard separately.

There was no further discussion on the motion, therefore, Resolution No. 2-091990, offered by Commissioners Medo, Ross, Boissiere, Dickhaus, Maloney, Ramelli and Vincent, seconded by Commissioner Vincent, was unanimously adopted, to-wit:

MOTION: NO. 1-091990

RESOLUTION: No. 2-091990

BY: President Steven O. Medo, Jr.
Vice President John H. Ross
Commissioner Lambert Boissiere
Commissioner Jerome P. Dickhaus
Commissioner Robert S. Maloney
Commissioner Robert C. Ramelli
Commissioner James E. Smith, Jr.
Commissioner Janet Phillpott Vincent

SECONDED BY: Commissioner Vincent

September 19, 1990

R E S O L U T I O N

WHEREAS, the Board has submitted FAA grant pre-application for the development of a portion of the landfill on the southeastern portion of the Airport,

WHEREAS, the FAA has indicated that they will fund this project in federal fiscal year 1990 and,

WHEREAS, construction bids for the project were received on August 30, 1990 in the amount of $1,846,751.72 and,

WHEREAS, the State of Louisiana has agreed to fund this project,

BE IT HEREBY RESOLVED, That the State, as co-sponsor of this application, is hereby requested to provide $230,000.00 as the matching portion of this grant request.

BE IT FURTHER RESOLVED, That an application for a grant in the amount of $1,946,851.00 be submitted to cover all construction and engineering fees and such grant to be accepted when offered.

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

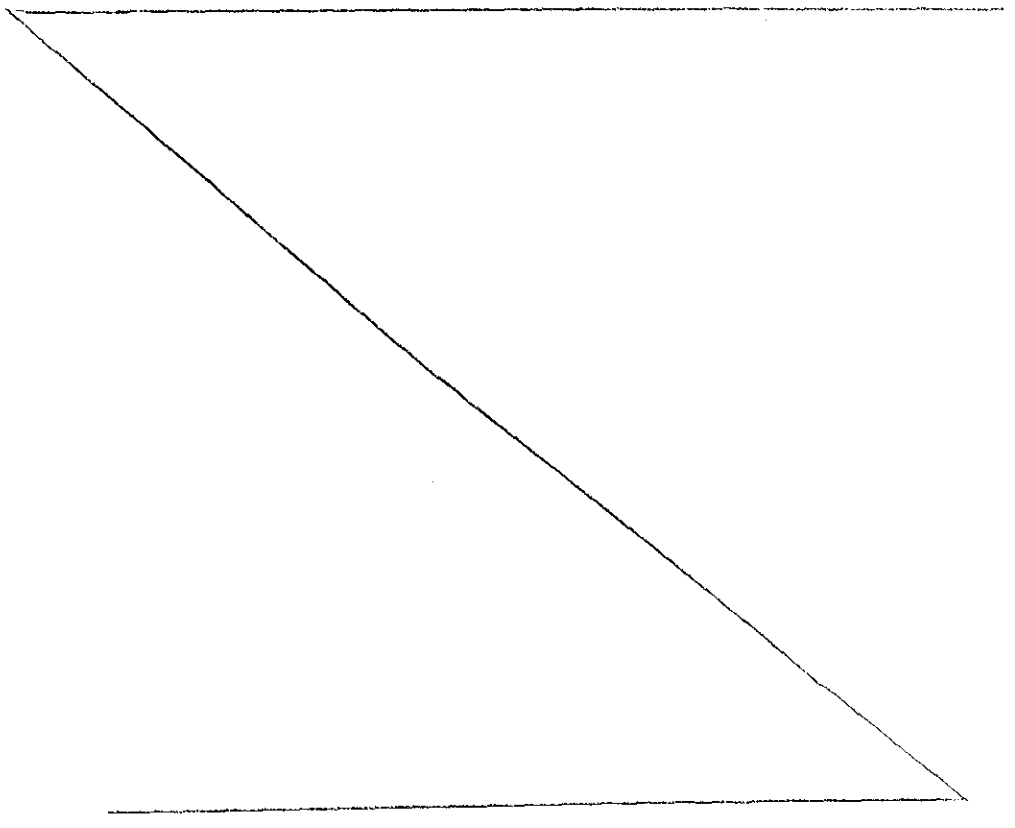
BE IT FURTHER RESOLVED, That the Poll Vote taken on September 4, 1990, and approved be hereby ratified.

AYES: Commissioners Ross, Maloney, Ramelli and Phillpott

NAYS: None

ABSENT: Commissioners Boissiere, Dickhaus and Smith

RESOLUTION ADOPTED: Yes



Commissioner Ramelli offered a motion to suspend the rules to hear a motion in regards to the Disadvantaged Business Enterprise Program for Lakefront Airport. The motion was seconded by Commissioner Ross. There was no objection, therefore, the rules were suspended to hear the item.

C. Approval of Disadvantaged Business Enterprise Program required by the FAA to receive Airport Grant-In-Aid.

Commissioner Ramelli offered a motion to adopt the Disadvantaged Business Enterprise Program developed by Lakefront Airport. He explained this is a revised document, as there was a minority set aside program, but that is no longer legal at this point. To keep within FAA requirements, a Disadvantaged Business Enterprise Program had to be developed.

Mr. John Maloney stated this document is a compilation of the Federal suggested guidelines and the State's Disadvantaged Business Program. The stated objectives are on pages 5 and 6 and are in compliance with Orleans Levee Board wishes. The appendix shows two current projects. He recommended approval.

Mr. Lansden asked General Counsel if he had reviewed the document.

Mr. McGinity replied, no; he had not seen the document until the Board meeting.

Commissioner Ramelli withdrew his motion to adopt the Disadvantaged Business Enterprise Program.

Mr. Maloney stated the document was due on September 21st.

Commissioner Vincent offered a motion to adopt the Disadvantaged Business Enterprise Program for Lakefront Airport, subject to approval of General Counsel.

The motion was seconded by Commissioner Ross.

Commissioner Dickhaus felt all the Board members should read the document before voting on it.

Mr. Randolph Taylor indicated basically it is a boiler plate out of the FAA guidelines, and also includes a policy statement for Lakefront Airport, and procedural and certification guidelines.

Commissioner Vincent stated Commissioner Dickhaus brought up a good point, however, this is not a new document but a document that has been scrutinized by many people, if it has been taken from the FAA, and there have been numerous occasions when the Board has approved a document subject to review by General Counsel.

Commissioner Ross asked if an extension could be obtained.

Mr. Maloney indicated it would be a reasonable request to ask for a few days' extension.

President Medo suggested that a Poll Vote could be issued to obtain approval.

Commissioner Dickhaus asked that "age" be included in the list of those not discriminated against.

President Medo stated that this may present a problem under the FAA regulations.

Commissioner Vincent withdrew her motion, and Commissioner Ross withdrew his second.

Mr. Lansden asked the Board's concurrence in issuing a Poll Vote, and upon receipt of approval of the Poll Vote to submit the document to the FAA.

President Medo directed a Poll Vote be issued.

D. Construction of Hurricane Protection for Outfall Canals: The U.S. Army Corps of Engineers Lake Pontchartrain and Vicinity Hurricane Protection Plan provides for a high level flood protection system part of which for Orleans Parish extends along the southern perimeter of Lake Pontchartrain. Along this reach there are outfall canals through which the flood protection system must accommodate free flowage of surface drainage while protecting the City from the extremely high tides caused by hurricanes. The U.S. Army Corps of Engineers proposes to construct a butterfly valve structure near the mouth of the canal. Their proposal was referred to a meeting of Corps of Engineers, Orleans Levee Board, Sewerage and Water Board and other agency representatives for review held prior to the regular meeting of the Board on August 15, 1990. At that Board meeting, it was considered that the item should be held in abeyance for 30 days in order that the Congressional Delegation might be approached for additional Federal funding for the project. The item is referred to the Board without recommendation.

President Medo reported there have been extensive discussions with the U.S. Army Corps of Engineers, the Congressional Delegation, and the neighborhood associations. In regards to London Avenue

Canal, the Corps of Engineers has asked for from four to six weeks to give a report. He asked that action on this item be deferred, to take advantage of the Corps of Engineers' proposal in regards to the report, until the next Board meeting.

Mr. Lobman extended thanks on behalf of the Lake Terrace Property Owners Association to those who attended the homeowners meeting and gave a presentation. He stated they have no objection to deferring this matter 30 days. He asked the Board, if possible, to disseminate the report from the Corps of Engineers to the Association so that their members can be appraised.

The motion to defer the item until the next Board meeting, offered by President Medo, seconded by Commissioner Dickhaus, was unanimously adopted.

E. To accept the proposal from Integon Indemnity Corporation, bonding company, to complete the construction of the South Shore Harbor Marina Center in accordance with terms of the bonding agreement, and to authorize the President or Director to execute necessary documents pertaining to the above.

Mr. Lansden explained a proposed take over agreement was received and made part of the agenda package. The Board has since received Integon's acceptance of the modifications put in place by the Board's General Counsel.

Mr. George Hopkins stated following default by the contractor, the architects met on site with a representative of Integon Indemnity Corporation. Deficiencies in the construction work were reviewed with Integon's representative on two occasions. He stated he feels at this point the bonding company has been responsive to the Board's request and has a good understanding of the construction problems in connection with the original contractor, as well as what needs to be done to complete the project. The bonding company has selected a contractor to finish the job.

Mr. McGinity explained the agreement basically says out of the $476,547 contract, the Levee Board has already expended $349,650, leaving a balance owed to complete the project of

$126,000. Integon has agreed to pay the Board $24,300 in fees and extra expenses because of the contractor. This amount was subtracted from the $126,000 that is owed, and this contract then states that the Board will pay to the bonding company as work proceeds and is certified to by the architect the amount of $102,000, which would be the Levee Board's remaining share to complete the work, less any further expenses that are incurred that are not the fault of the Levee Board.

Commissioner Ross asked if this relieves the Board of any control over the contractor.

Mr. McGinity replied the Board would not make payment unless Mr. Hopkins certifies the work that is done.

Mr. Hopkins stated the Board has the same control over this contractor as the last. The Board already has a contract in place for construction of the building; Integon Indemnity Corporation as the bonding agent for this contract has a contractual responsibility to go in and meet the obligations of the original contract, if the contractor fails to do so. Integon Indemnity Corporation simply stated when they bonded the original contractor that if he did not finish the job, they would.

Mr. Chatry pointed out the Levee Board's interest is that it get the job it advertised for in the first place at the cost of the low bid. This procedure will insure that the Levee Board does that.

Commissioner Ross stated that had this job been finished on time, the Board would have realized more than it will realize once it is finished; the Board has lost revenues and use of the building as the result of the contractor's default. He asked whether the Board could negotiate further with the bonding company in regards to this.

Mr. Chatry stated their only obligation is to complete the job at the price of the low bid.

Mr. McGinity added the bonding company does not guarantee anything except if the contractor does not complete the job

correctly, then it will. The contract provides for liquidated damages of $200 per day, and basically the $24,300 includes liquidated damages. The bonding company has hired Mr. Hopkins to continue working on the job. The Board only owes $102,000 to complete the contract, however, the cost to finish the building may be much greater.

Mr. Hopkins stated they will continue to service the project in the same manner as in the past, certifying payments, stating what is done correctly and what is not. He stated they have produced a long list of deficiencies, and will require that the job be completed in accordance with the plans and specifications.

Commissioner Boissiere expressed his concern over performance on this particular project.

Mr. Hopkins stated his firm produced 110 field reports, which were widely distributed to the Orleans Levee Board. Every aspect of the contractor's work was monitored.

Commissioner Boissiere asked if the Board was notified about the deficiencies.

Mr. Hopkins replied, yes; copies were sent to Mr. Stoddard and the Engineering Department, and Commissioner Maloney received some.

Commissioner Maloney pointed out the bonding company was called at the beginning of the project.

President Medo explained there were regular reports to the Marina Committee with respect to the progress of the work. These potential problems were known a long time ago.

Commissioner Ross asked if liquidated damages were still being assessed.

Mr. McGinity stated the $24,300 agreed upon included all liquidated damages and extra costs associated with the project.

Mr. Chatry stated the draft contract he has seen does not include liquidated damages for the future.

Commissioner Ross stated he felt liquidated damages should be assessed until the job is completed.

President Medo pointed out this represents a compromise of all claims; the Board gets a finished building and a $24,300 credit, and the Board pays no more than its contract calls for.

Mr. Hopkins stated the bonding company will go significantly over the contract amount to finish the project, because they have to back up a little and then start forward again; the bonding company may spend somewhere in the neighborhood of $600,000 to finish the project.

Mr. McGinity stated the agreement states the work of the bonding company's contractor shall be substantially completed within twelve weeks of commencement of the work, less reasonable extensions. If they are not finished in twelve weeks, then they are in violation of this agreement.

Commissioner Dickhaus asked who could the Board sue over this.

Mr. McGinity explained the purpose of liquidated damages is to prevent litigation between the parties. When the Board specifies liquidated damages, that is the amount the Board is entitled to whether the Board suffers damages or not; it is an agreed upon amount of damages and is in all public contracts. The bonding company has agreed to pay off all liens of the subcontractors, workmen and materials.

Mr. Carl Sierra stated he understood a compromise has been offered, and suggested including a paragraph stating the building must be finished by December 31st or they begin to pay $200 per day.

Commissioner Maloney stated he would like to get going on the project, and felt this was a good agreement. The bonding company has shown good faith, and they actually have people there working. He called the question on the motion.

There was no objection to the call of the question.

Therefore, Resolution No. 3-091990, offered by Commissioner Maloney, seconded by President Medo, was adopted, with Commissioners Ross, Boissiere, Maloney and Vincent voting yea, and Commissioner Ramelli voting nay, to-wit:

MOTION: NO. 3-091990

RESOLUTION: No. 3-091990

BY: Commissioner Robert S. Maloney

SECONDED BY: President Medo

September 19, 1990

R E S O L U T I O N

WHEREAS, Professional Contractors, Inc., under contract number 6001-0458 to build the South Shore Harbor Marina Center, defaulted subject contract and was subsequently terminated by Board action on August 15, 1990, and,

WHEREAS, Integon Indemnity Corporation, surety for Professional Contractors, Inc., has agreed to enter into a Takeover Agreement with the Orleans Levee District that will complete the original contract ($476,547) pursuant to the Agreement's terms and provisions, and,

WHEREAS, the Agreement provides all the provisions necessary to meet the requirements of the Orleans Levee District including the reimbursement of funds expended for the extra inspections by the Hopkins Company.

BE IT HEREBY RESOLVED, That the Board authorize the President or the Director to execute any and all documents necessary to accomplish the above.

AYES: Commissioners Ross, Boissiere, Maloney and Vincent

NAYS: Commissioner Ramelli

ABSENT: Commissioners Dickhaus and Smith

RESOLUTION ADOPTED: Yes

Commissioner Vincent requested that the rules be suspended to hear Item I, Motion No. 9-091990, on the agenda. There was no objection, therefore, the rules were suspended to hear the item out of order.

F. To approve amendments to the Lakeshore Subdivision Building Restrictions, and to authorize the Vice President or Director to execute whatever documents necessary to accomplish the approval of said amendments.

Commissioner Vincent offered the motion, and stated this is an item that has been worked on for some years.

Mr. Gerald Wasserman, President of the Lakeshore Property Owners Association, explained this is basically to update the subdivision restrictions; to have one set of restrictions for both East and West Lakeshore, and to update those things which did not exist when the subdivision restrictions were put into effect. The annual meeting of the residents of Lakeshore Subdivision will be held on November 13th, and he felt once the Board's approval is obtained, they would then need the approval of a minimum of 130 to 140 households.

Commissioner Boissiere asked if staff has reviewed this.

President Medo stated it was his appreciation that General Counsel has reviewed the changes and has no problems with the changes.

Mr. McGinity stated he would not say that is correct. He stated he had communicated his recommendations; he had no legal problems with them, but he communicated his recommendations that he thought are in the best interest of the Levee Board to the President several months ago.

President Medo asked if those were incorporated into this document.

Mr. McGinity replied, no.

President Medo stated that was not the information that he had; his information was that General Counsel's recommendations were adopted in toto.

Mr. McGinity stated the first thing he recommended was that the Levee Board not be required to approve such items as construction of a fence or adding roofing. This may have been needed thirty or forty years ago, but is something that should be provided by the Civic Association. He stated why the Levee Board should expend public funds and time, and be sued, and spend money, such as $40,000 judgments, if an error is made, to continue to approve minor plans the residents want to make is beyond him. He felt it is not in the best interest of the Board to continue to do this, however, this is not to say it is illegal. Also, there was another item whereby there was a lot the Board was reserving for a fire station that is a very valuable lot; the restrictions want to do away with the fire station and turn it into green space. He recommended that it would be a very substantial source of income for the Board; if the fire station is rejected, then the Board should be able to sell the lot for residential homes and put the money into public use.

Mr. Wasserman stated they want to keep the lot as green space, and Mr. McGinity is saying he does not have legal problems with the document, but is saying he has policy problems with it.

President Medo suggested referring the item to the Real Estate Committee in order to work out these items.

Mr. Wasserman stated they would just like to have the matter resolved before November 13th.

Commissioner Vincent asked Mr. Wasserman whether he had the authority to negotiate on these two items at the Board meeting.

Mr. Wasserman replied, no, he would have to go back to his board. Someone could be designated to negotiate at the Real Estate Committee meeting.

Mr. J. M. Fried, Jr., of the Lakeshore Property Owners Association, stated, relative to the improvements, his understanding was that it was not that the Board did not want to approve minor items, such as fences, but that the Board did not want to approve anything, even the building of a new house.

Mr. McGinity stated the building of a new house would be a compromise he would be willing for the Levee Board to undertake.

Mr. Fried asked whether the compromise would be accepted that the Board would not have to approve fences and roofs.

Mr. McGinity stated he is not going to restrict what the Board does not have to approve. The Board now approves everything, which ties up the Board's Engineering staff in arguments with contractors and architects when they feel something is wrong, and takes up the Board's time when appeals are made. He stated he did not see why this is necessary. If someone was to build a new house on an empty lot, he did not feel this would be such an occurrence that it would interfere with the Board's Engineering work. He added, when the restrictions were put into effect, there were no Civic Associations, and the Levee Board was the only one available to do something about it.

Mr. Fried stated the provision was not a new provision but one put back into the new rules, and he felt it was a covenant between the Levee Board and the property owners to whom the land was sold at the time and had no expiration.

Mr. McGinity stated he did not feel the public should be paying for something the City of New Orleans does when they have to issue a permit.

Commissioner Boissiere stated the City's Department of Safety and Permits has to issue a permit and they could check the covenants to make sure the requests are within the restrictive covenants on the subdivision, therefore, the Levee Board should not have to do this.

Mr. Fried stated the property owners would love to have the Department of Safety and Permits monitor the restrictions; however, the Department of Safety and Permits will not do this, they will monitor only the zoning. When the restrictions may be stricter than the zoning, the Department of Safety and Permits takes no action at all, and they will give the permit even though it is in violation of the restrictions.

Commissioner Vincent stated this is an accurate summation of what is occurring at this time.

Commissioner Boissiere stated after the new restrictions are voted on by signature of the property owners and recorded, they should have the Department of Safety and Permits incorporate the new restrictions into the zoning. He also asked why couldn't the Property Owners Association obtain the necessary signatures before the Board's approval.

Mr. Fried stated he felt this would just delay it. The restrictions would have to be approved by square footage of property, not by number of property owners. Because the Levee Board owns so much property, if the Levee Board is not going to approve it, they would be going to a lot of trouble in vain.

Commissioner Boissiere stated if the Board was to vote to approve it, it would only be contingent upon the signatures.

Mr. Fried stated it would be contingent upon that, and, in fact, if they don't obtain the necessary signatures, the restrictions could not be changed even if the Board voted to do it.

Commissioner Boissiere stated the only points of discussion now are the green space and whether or not the Board should be relieved of the approval responsibility.

Mr. Fried clarified what was put into the restrictions was that if there ever ceases to be a fire house on that lot, not that there couldn't be one and one come back, but that there would be no use made of that property except for a fire house or green space. They would prefer the fire house. One is presently there and being used.

Mr. McGinity pointed out under the law on changing building restrictions, it is possible the Levee Board may have sufficient square footage that very few property owners would need to sign to constitute the 51 percent of square footage property owners. If the Board is looking for a majority, the Board should have the Property Owners Association obtain the majority and then look at it.

Mr. Fried stated they did put in their letter that they would require 130 to 140 signatures, and they would be receptive to the Board's approval subject to the Property Owners Association obtaining 130 to 140 signatures.

Commissioner Vincent stated she was going to amend the resolution so that it would be contingent upon 140 signatures being obtained.

Commissioner Boissiere stated the three considerations are the signature requirement, the option on the fire house and that minor repairs to buildings would be subject to the City's Safety and Permits Department's approval.

Commissioner Vincent asked Commissioner Boissiere if he could speak for the City and have the City take over that responsibility, because this is something the property owners have attempted in the past and the City has refused.

Commissioner Boissiere stated this could be worked on as a secondary event; the first event is to get the modifications approved, and one of the conditions of getting them approved would be Levee Board approval and the other would be the square footage property owners. The Board's approval would be conditioned upon the Association's ability to obtain the necessary signatures, the relief of the Levee Board on doing building inspections for minor repairs, and whatever the Board decides to do with the lot for the fire station. The Board could pass this resolution, the Association could get the necessary signatures, and Commissioner Boissiere stated, he would take it to the Department of Safety and Permits and try to get that imposed as part of the zoning restrictions.

Commissioner Vincent asked if the Levee Board could say if the City will take over policing the restrictions, then it would be transferred to the City; she did not want to get into a situation where no one would be policing it.

Mr. Wasserman stated he agreed with Commissioner Vincent; if the Board was willing to accept that, he stated they would

be willing to make the agreement at this time. He added, he did not think the Association was capable of policing it itself. They are saying, either let the Levee Board or the City do it.

President Medo pointed out that titles to real estate are being dealt with, and another month to get everything cleared up would not hurt, therefore, he suggested time would be well spent going back to the Real Estate Committee, fine tuning the document, and coming back to the Board.

Commissioner Boissiere stated in the meantime he would check with the Department of Safety and Permits.

President Medo offered a substitute motion that the item be referred to the Real Estate Committee and to come back to the Board in thirty days.

The substitute motion, offered by President Medo, seconded by Commissioner Ross, was adopted by majority vote, with Commissioner Ramelli abstaining.

G. To approve renewing South Shore Yacht Club's lease for one year, and to authorize the President, OLB Director or Marina Manager to sign any and all documents to carry out the above.

Commissioner Ramelli asked if this was the same rate they were paying last year.

Mr. Lansden replied, no; it is in line with the number of new members. This is a one year lease. There are five renewal options, however, each one is negotiable.

There was no further discussion on the motion, therefore, Resolution No. 4-091990, offered by Commissioners Boissiere and Ross, seconded by Commissioner Maloney was unanimously adopted, to-wit:

MOTION: NO. 4-091990

RESOLUTION: No. 4-091990

BY: Commissioner Lambert Boissiere
Commissioner Jerome P. Dickhaus
Commissioner Robert S. Maloney
President Steven O. Medo, Jr.
Vice President John H. Ross
Commissioner Robert C. Ramelli
Commissioner James E. Smith, Jr.
Real Estate Committee

SECONDED BY: Commissioner Maloney

September 19, 1990

R E S O L U T I O N

WHEREAS, South Shore Yacht Club has entered into a lease agreement with the Board for the period of September 9, 1989 through September 8, 1990, said lease agreement containing five (5) one-year renewal options, and

WHEREAS, a request has been received for renewal of this lease until September 8, 1991, and

WHEREAS, South Shore Yacht Club has been a key factor in South Shore Harbor's growth and attracted many tenants to this new facility.

BE IT HEREBY RESOLVED, That the Board renew its lease with South Shore Yacht Club for the period of one (1) year at a rental of $1,376.00 per annum, which rental rate shall include a telephone charge of $10.50 per month, and

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

AYES: Commissioners Ross, Dickhaus, Maloney and Ramelli

NAYS: None

ABSENT: Commissioners Boissiere, Smith and Vincent

RESOLUTION ADOPTED: Yes

H. A request from Iberville Landing, lessee of Shelterhouse II, and Mr. Rudy Belisle, lessee of Shelterhouse IV, to reduce rental and other lease modifications has been referred to the Board without recommendation.

Mr. Lansden explained after the Real Estate Committee meeting reviewed the request of Iberville Landing, a similar request was received from Mr. Belisle, lessee of Shelterhouse IV. He stated he and Mr. Pappalardo met and discussed the leases in force for all three shelterhouses, and a report dated September 18th has been distributed to the Board over his signature, as follows: "As directed by the Real Estate Committee, the undersigned (Mr. Lansden) met with Mr. Al Pappalardo to review the request of the tenants of Shelter II to reduce their rental during the winter months. In so doing we felt it only appropriate that we include all shelters in the review for comparison. There is considerable difference in the number of square feet available to each tenant and there is a substantial difference between the quality of construction of Shelters I and II and that of Shelter IV. The leased areas of Shelters I and II are contained within the brick and mortar construction of the shelters. On the other hand at Shelter IV the leased area is constructed of aluminum siding which is supported by a number of the uprights supporting the roof of the picnic area. The businesses operated within the leased areas, however, are the same; although a larger area may lend itself to more convenience, the volume of business is not wholly dependent upon the square footage leased. Accordingly, we consider that the lease terms for the three shelters should be essentially the same.

"On September 17th we met with the tenants of Shelter II. They were informed that we would be willing to recommend to the Board that the tenants not be responsible for cleaning the restrooms. This would be a savings to them of approximately $350 per month (the estimate given by the tenants of Shelter II based on inputs they had received). This in itself is a substantial reduction in rent year round. They, however, continued to maintain that

they would not be able to continue the business without additional financial help. Consequently, they were offered the same conditions that were offered to the tenant of Shelter I during his start up phase (which was approximately a year ago). We propose to reduce the winter rental as they requested to $100 per month for the months of November through February for two years. This total reduction of $1,600 would then be added to the rental for the remaining three years of the term. Thus, the total rental received by the Board over five years remains the same, i.e., $30,000. This was acceptable to the tenants (during that meeting).

"Mr. Pappalardo and I (Mr. Lansden) agree, however, that we consider it would be more appropriate and uniform to propose a revised lease with common terms to all three operators on the lakefront, i.e., Shelters I, II and IV. The terms would generally be that the Board would continue to clean and maintain the restrooms, that after one cleaning a day the tenant would then be responsible for cleaning and maintaining the picnic area (people eating from their facility), that all three would be granted a reduced rental during the winter months provided they declare in advance that they wish to remain open, that the revenues be monitored by the Board over a specific time frame (about the next two years), and that rental for the summer operating months be fixed for a given short term period after which adjustments would be made in recognition of business activity. We consider the foregoing would put all tenants on essentially the same footing."

Mr. Lansden added, business activity would be monitored over two years, they would have a fixed rent over the next two years, and then for the remaining year or so offer an option period and adjustment to the rent would be made depending upon their business activity, which would be monitored through their sales tax receipts. This would have to be contingent upon each

of the tenants concurring; the lessees would have to accept the changes to their leases, as they now have the leases as written.

President Medo offered a motion to authorize the OLB Director to go forward and amend the existing three leases for the shelterhouses on the Lakefront to incorporate the terms set forth in his letter of September 18, 1990, and if the tenants agree, to bring them back to the Board.

Commissioner Ramelli stated recently when the Board decided to give the lease for Shelter II, the Board was against it because it was felt this would happen, and at the Committee meeting he stated that if the Board did this for Shelter II, then all would come to the Board with a request for reduction. He felt the Board would be starting a bad precedent by giving a reduction in rent.

Commissioner Ross stated that in principle the Board is not giving a reduction.

Commissioner Ramelli stated several people have come in and asked for rearrangement of terms, and the Board has said, no, it is not the policy of the Board to give reductions in rent or rearrangements in any way.

Commissioner Ross stated that no one has ask the Board for rearrangement of terms, they have asked for reductions in rent.

Commissioner Ramelli pointed out eliminating the cleaning of the restrooms is a reduction of $350 a month, and it will cost more than $350 a month to clean the restrooms.

Mr. Albert Pappalardo stated that what he and Mr. Lansden learned when they met with the Shelter II lessees was that they had not made any money so far, based upon their sales tax returns. Information was secured from the other two tenants, and they now have a pretty good gage as to what is happening now on concessions in the area of the lakefront. If the Board does not equalize the terms and conditions of the leases, the Board is constantly

going to have an imbalance, inequity and no equilibrium. The lessee of Shelter II cannot live up to the monetary terms of the lease or certain conditions with respect to the cleaning of the restrooms, which lease was negotiated some five months ago and they agreed to. Another tenant has come forward and requested reductions also in writing. He and Mr. Lansden realized that when you have three different parties doing the same type of business in the same general marketing area, that if you have nonstandard agreements that are binding, you will constantly have trouble. Therefore, they are suggesting, with the understanding that the Board wants the commercial activity there and that the dollars that are received are not necessarily the most important benefit to the Board and to the public at large, they attempt to talk to all three parties, in effect, to put a uniform lease document before them so that they will have concurrent dates as far as when rentals are paid, they will have the same conditions with respect to restroom facilities and the cleaning thereof, and there would be a commonality between the winter months. He stated they are asking for the ability for the OLB Director and himself to formulate a standardized concessionaire lease for the three locations on the lakefront so that all will be equal; then if one tenant could not live up to the terms of the lease, it would be a simple matter of that tenant being evicted, and there would not be charges of one tenant having a better deal than the others.

Commissioner Boissiere asked, if these reductions are granted, would the terms start getting closer to the second bidder.

Mr. Pappalardo explained the only shelterhouse that went out for RFP's was Shelter IV. The other two have never gone out for RFP's; they were negotiated. Based upon the general parameters he and Mr. Lansden are thinking about at the present time, it would be above the second bidder's proposal. He stated they are laying the problem before the Board today; that is, the Board has three valid, binding lease agreements that for various

reasons each one of the tenants are not in true conformance with at the present time. With respect to Shelter II, Mr. Pappalardo explained, he and Mr. Lansden have done what the Real Estate Committee has asked them to do, to come to the Board with a recommendation and proposal to deal with Shelter II alone. If nothing else happens, and if the Board agrees, they could amend the Shelter II lease in this regard.

Mr. Lansden pointed out Shelter I was given a reduction of rent of 50 percent for his first year of operation, and is now authorized to close for four winter months. The rental at this time should be $6,000 a year, however, a 50 percent reduction was given for the full year, which is more than what is being offered to this group for their total readjustment. This benefit was given to the tenant at the time the lease was transferred to him. The original tenant came to the Board saying he could not manage the lease and was going bankrupt, however, he did have Mr. Stella, who would assume the lease. The lease was transferred contingent upon the conditions that he could close four winter months and that his rental for the first year be reduced 50 percent, but that it would be added to the last two years of his lease term. Therefore, for the full lease term the Board should receive $6,000 per year. If approved, this would be offered to Shelter II on slightly different circumstances, but the monetary equivalent is almost there. Shelter IV has asked for this by letter, however, this has not been discussed with him.

Mr. Pappalardo summed up, if approved, he and Mr. Lansden would go to all three shelterhouse lessees, offer them the possibility of tearing up the present leases in exchange for a common standardized lease for concessionaires on the lakefront, and then come back to the Board for approval of the standardized leases. He warned that the terms and conditions would probably be less than those in the leases now in place. Based upon indications from the lessees, the lessees will default on the leases now in place and walk away.

Commissioner Ramelli pointed out they are three separate leases, and asked if leases are always the same in every negotiation.

Mr. Pappalardo replied, no.

Commissioner Ramelli stated, basically, the Board would be giving a $4,200 a year reduction in rent, and this is only if it costs $350 a month to clean the restrooms. He added, it may cost the Board money to allow them to operate there.

Mr. Lansden stated, in his estimation, the revenue is not the issue. The overhead the Board spends in managing those three small leases is more than it receives in revenues. The benefit the Board receives is some presence at the shelterhouses from the stand point of security.

Commissioner Ross pointed out the presence of the tenants at the shelterhouses relieves the Board's police of many problems and reduces vandalism; they provide a service for the community.

Commissioner Vincent recommended if the Board is going to be giving this away, then it get a nonprofit organization in; if the Board is saying no one could make it there, and the Board is going to have to foot the bill, then she would agree to foot the bill for a nonprofit organization and not for a profit making one.

Mr. Pappalardo stated his real estate sense is that the lessees should live up to the terms and conditions of their leases or be evicted.

Regarding the cleaning of the restrooms, Commissioner Ramelli stated, the bargaining power of the lessee of Shelter II to get that lease was the fact he would clean the restrooms.

Mr. Pappalardo reiterated his real estate sense is that the shelterhouse tenants live up to their leases, and if the Board tells him and Mr. Lansden that, then they will tell the tenants that.

Commissioner Vincent asked if Mr. Pappalardo was saying these businesses are not going to make it through the winter unless the Board cuts this deal.

Mr. Pappalardo replied, one has not even responded on the winter, one has been given the right and authority to close during winter and the Board cleans those restrooms winter and summer, and the other has come to the Board saying they can't make it during winter. He and Mr. Lansden are just offering a solution. If the Board feels the leases were fairly negotiated and the RFP was fairly answered, and directs them to have the tenants pay according to their leases, then that would be fine with them, and it would then get back to the equilibrium, which is, basically, the strong survive the weak. He pointed out, there was always the question of having three concessionaires on the lakefront. He added, he and Mr. Lansden were only attempting to meet a solution mandated of them at the Real Estate Committee meeting. He felt strongly that if there is a lease in effect, then you cannot reduce the lease.

There was no further discussion on the motion.

The motion, offered by President Medo, seconded by Commissioner Ross, failed, with Commissioners Ross, Boissiere and Maloney voting yea, and Commissioners Dickhaus, Ramelli, Vincent and Medo voting nay.

President Medo stated he offered the motion to get a motion on the floor for consideration, however, personally he agreed with the assessment of Mr. Pappalardo; it has been his appreciation of the law for twenty years and the way he has negotiated with people, and is a reasonable solution. He commended the staff and consultant for getting together a proposal as they were directed to do by the Real Estate Committee.

I. Request from UNO Student Development Activities to utilize the Pontchartrain Beach parking lot for the Clyde Beatty-Cole Brothers Circus to be held October 9-11, 1990. Submitted to the Board without recommendation.

The item was withdrawn.

J. Request to transfer lease to Boathouse N-16, Orleans Marina, from Mr. Joseph M. Costello, III, to Mr. John A. Chantrey. Submitted to the Board without recommendation.

The item was withdrawn.

K. To approve contracting for the services of Mr. Louis Blanchard over the period ending June 30, 1991, for professional assistance in establishing procedures for expanding operations and uses of the Board's new main frame computer system, and to authorize the President or Director to execute all documents necessary to carry out the above.

Mr. Lansden explained the main frame was determined by bid a little over a year ago, and installation began in July. Software was put in place in increments over the months with training for the particular process being performed by Moore Governmental Systems for a week or two, depending upon what was required for the system being placed in operation. The last increment was done in the latter part of May. This approached the end of the fiscal year, and the Board went right into an audit, which is about to conclude as far as the on-site auditing process in concerned. This, in addition to other operations, has shown some things that will improve and make more efficient the use of the on-line computer system. The previous installation primarily addressed accounting functions only. This system is on-line, and is now in every department to some extent, and has been expanded to include the processing of requisitions and purchase orders. Electronic business office procedures are desired ultimately. However, at the present time the Board needs some operating instructions and priorities, to put in place procedures for the installation and utilization of automatic distribution codes, scheduling, and training for those who have not been trained thus far. This would be at a lesser cost per hour. Mr. Blanchard's resume was previously distributed to all Commissioners. Mr. Blanchard has quite a number of years' experience in automatic data processing and was the head of the department for the Legislative Auditor, but is no longer affiliated with the Legislative Auditor, and is a CPA. Mr. Lansden stated he thought Mr. Blanchard could provide the Board with a lot of professional assistance in maximizing the utilization of the new computer at a reasonable cost, and this would be up until these things are accomplished.

Mr. Blanchard stated his past experience with the Legislative Auditor's office was that they were engaged to help with the RFP development and to monitor the installation. Now is the point for the Levee Board to have a post installation review to see if it can fully utilize the equipment in which it has invested.

Commissioner Ross asked if the upset figure would be adequate to cover until the end of June.

Mr. Lansden stated he went to seek Mr. Blanchard, Mr. Blanchard did not solicit this. The approximate schedule he forsees is something along the line of Mr. Blanchard's working three and then two days per week setting up certain procedures, and perhaps conducting some training those days, but then there would be need for the staff to work without him for a day or two, and then he would come back to see what has transpired and whether the staff has conformed with what he has set up.

Mr. Blanchard concurred, three days to give the staff an idea of what is going on and then giving them an opportunity to try to do what has been suggested.

Mr. Lansden added Mr. Blanchard would be working as needed; within the first few months he anticipated an average of two to three days per week. There are a number of projects that will be looked at.

Commissioner Boissiere stated it seemed like a lot of money and time without doing an RFP, and it seemed like the Board should have another way of arriving at the conclusion that Mr. Blanchard should do the job.

Mr. Lansden stated that if the Board got anyone else, it would be a tremendous learning process for them, which would cost the Board money. Mr. Blanchard has been working under the contract with the Legislative Auditor with the Board for the installation, as well as previous audits.

In response to questions from Commissioners Boissiere and Dickhaus, Mr. Blanchard stated he is no longer employed with

the State, since September 8th. He has checked with the Ethics Board and they have assured him they have no problem with this. The consultant fees for the Legislative Auditor's office were in conjunction with an audit that was a specific scope and to review the internal control procedures. This review is a broader scope to institute administrative procedures to utilize the equipment to its fullest degree. Mr. Blanchard stated he did not have the Ethics Board's reply in writing, but offered to obtain it.

Commissioner Boissiere explained he wanted to make sure the process used for selecting and retaining Mr. Blanchard was proper and correct.

Commissioner Dickhaus stated he recalled when the need to hire outside consultants was first discussed, there was the feeling that this could be done in house.

Mr. Lansden stated it was not said that all of this could be done in house; what was stated was that Moore Governmental Systems was going to do training, and that has been going on; and the Board could go back to that contract at $85 an hour.

Commissioner Dickhaus asked if the Board put out a request for proposals or a request for qualifications.

Mr. Lansden stated the Board had gone out for bid and RFP for the software, which was awarded to Moore Governmental Systems. This consultant would be the least paid per hour of any of the consultants the Board has, and comes in the same frame as most of the Board's consultants, without an RFP. He added, the Board needs this training very badly, the on-line and management capabilities of this new system need to be expedited, and he felt this is a very low cost proposal for a lot of talent to manage the new automatic data processing of the Board. This is a straight forward proposal because this staff needs this man, and Mr. Lansden asked for approval of this request.

Mr. Blanchard stated he responded to Mr. Lansden's request, and the $49,000 figure was put in at Mr. Blanchard's request so that he would not become a permanent fixture at the Levee Board.

Commissioner Dickhaus offered a substitute motion that the Board go out with an RFQ, and stated at least it would be advertised.

The substitute motion was seconded by Commissioner Ramelli.

Commissioner Boissiere asked if this would come under a professional services contract, where an RFP is not needed.

Mr. Lansden replied this is a professional services contract, just like attorneys, engineers, architects, etc., and the Board has hired all but about two without such RFP's.

Commissioner Ross expressed his concern about the staff, stating the Board would be handicapping the staff and their productivity, and has spent money for equipment that would not be getting the proper utilization.

Commissioner Boissiere stated he thought the Board had someone to do the training when the equipment was purchased, and asked what happened to them.

Mr. Lansden stated they are still here, and the Board can keep paying more for them.

President Medo stated that the Board is presently paying $85 an hour to the people the Board contracted with, and this man will do it for $60 an hour, therefore, the Board would save $25 an hour.

Mr. Lansden explained Moore Governmental Systems is the software contractor. They provided the software, modifications under their contract, and training. That training was primarily for the installation and training at the time, however, the contract can continue. The staff can manage and continue to have them come down, if that is what they have to do, however, Moore Governmental Systems has specialists in each function; such as, specialists for payroll, accounts receivable, and fund accounting; but there is no cross over. If there is a problem in one area, the Board has to wait until that specialist is available, and it may be two weeks before he is available. In the meantime, the staff may have to go ahead and accept those

problems until they can get the specialist here. Their team may be in another city or state for other installations, and the Board must wait for them to be available. They are paid $85 an hour, plus their travel.

Commissioner Boissiere asked if Mr. Lansden was suggesting terminating that relationship and hiring Mr. Blanchard to do it.

Mr. Lansden stated that relationship would not be terminated because it is a contract with a warranty, however, the Board will not utilize their training at the same time it uses Mr. Blanchard.

Commissioner Boissiere asked if the Board had anything from the State indicating retaining Mr. Blanchard was proper.

Mr. Lansden stated he would obtain something.

Commissioner Boissiere stated if the Board was to do this, he would think it should be subject to the State verifying that it is proper for the Board to be doing what it is doing.

Mr. Lansden asked General Counsel if Mr. Blanchard could be retained as proposed subject to these modifications.

Mr. McGinity responded, absolutely.

Commissioner Ramelli withdrew his second to the substitute motion, and Commissioner Dickhaus withdrew his substitute motion.

Mr. Lansden pointed out that Moore Governmental Systems is not under contract to the Board just for training; they are under contract to provide maintenance, training and changes to the software, and this would be necessary and on-going, however, the Board would not utilize them to conduct training on site for the people spoken of today.

Mr. Blanchard stated this is also for developing the administrative procedures to fully utilize the equipment and software.

Commissioner Boissiere offered a motion to amend the resolution to add just before the RESOLVED portion, the following:

"WHEREAS, Moore Governmental Systems, Inc., presently under contract to train the staff, will not be utilized during the period of the Blanchard contract for training, and

"WHEREAS, documentation will be obtained that the employment does not violate the Ethics Code."

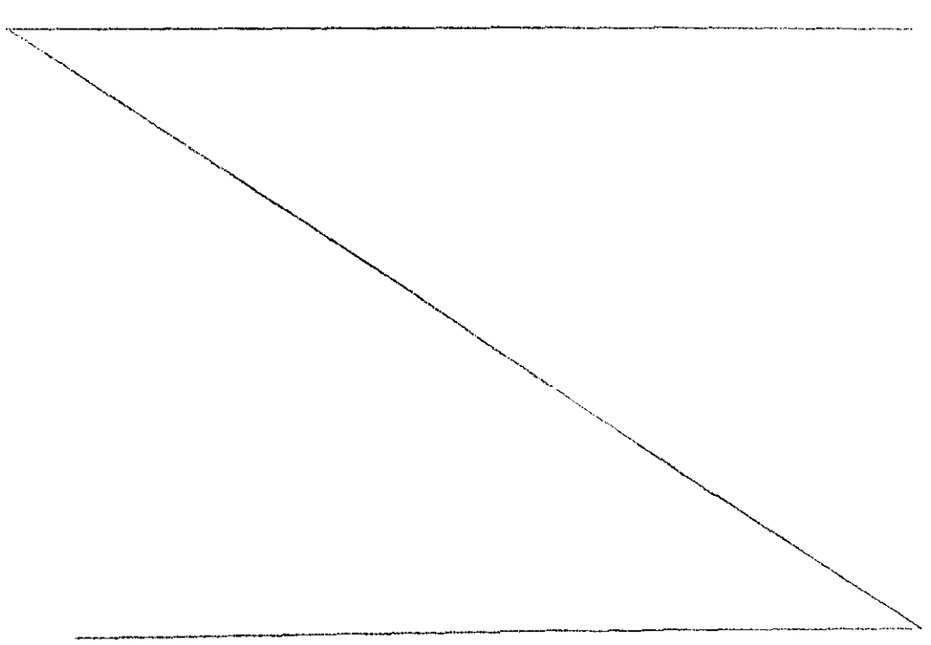
President Medo stated a contract would not be executed until the documentation is obtained.

Commissioner Boissiere stated he did not mind allowing Mr. Blanchard to be retained subject to verification so as not to hold up the job.

Commissioner Dickhaus stated the letter to the Ethics Commission should be written in such a way that it totally represents Mr. Blanchard's relationship with the Board in the past through the Auditor's Office; in other words, not that he was a consultant to the Auditor and now wants to work here for a State agency. It should spell out exactly his past relationship with the Board, his present relationship with the Board, and his relationship with the Auditor's Office.

There was no further discussion on the amendment, therefore, the amendment, offered by Commissioner Boissiere, seconded by Commissioner Ross, was unanimously adopted.

There as no further discussion on the motion as amended, therefore, Resolution No. 5-091990, offered by President Medo, seconded by Commissioner Ross, was unanimously adopted, to-wit:



MOTION: NO. 8-091990

RESOLUTION: No. 5-091990

BY: President Steven O. Medo, Jr.
By request

SECONDED BY: Commissioner Ross

September 19, 1990

R E S O L U T I O N

WHEREAS, the Board has entered into a contract with Unisys Corporation for a new main frame computer and software provided by Moore Governmental Systems, Inc., and

WHEREAS, the installation of the new system and conversion of data from the previous management information system has been performed and training of personnel implemented under the supervision of Moore Governmental Systems, Inc., and

WHEREAS, during the transition period the services of the Office of the Legislative Auditor were retained to monitor and assist in the conversion process, and

WHEREAS, there currently exists the need for professional assistance in establishing procedures for expanding operations and uses of the system, and

WHEREAS, it is considered that this can best be accomplished with the services of Mr. Louis Blanchard working under contract with this Board, since Mr. Blanchard through his previous affiliation with the Legislative Auditor's Office is fully knowledgeable of the system and Board procedures having served as the Auditor's consultant for the past year.

WHEREAS, Moore Governmental Systems, Inc. presently under contract to train the staff will not be utilized during the period of the Blanchard contract for training.

WHEREAS, documentation will be obtained verifying that the Blanchard contract will not violate any rules of ethics.

BE IT HEREBY RESOLVED, That subject to the above, the Board approve contracting for the services of Mr. Louis Blanchard over the period ending June 30, 1991, at a rate of $60.00 per hour with a total fee not to exceed $49,000.

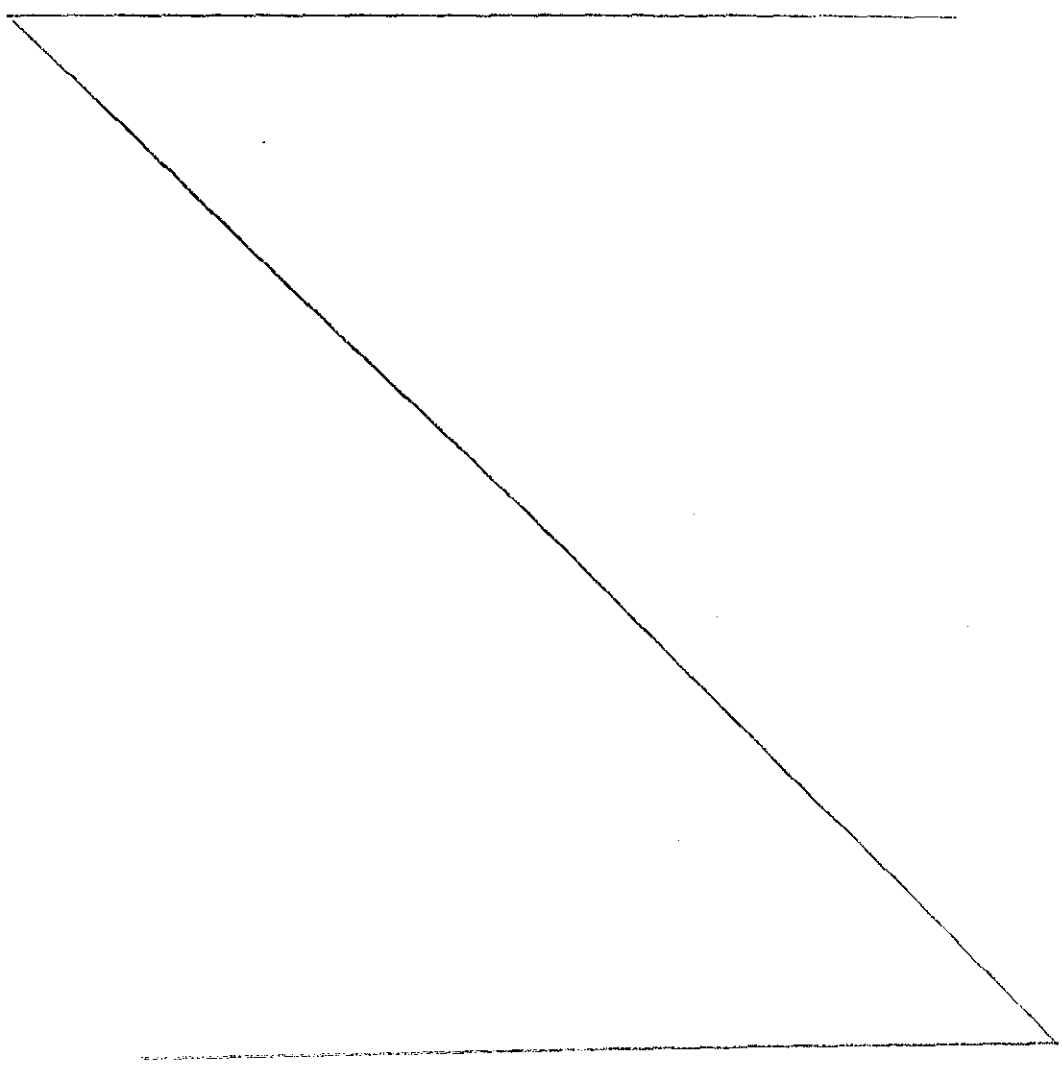
BE IT FURTHER RESOLVED, That the President or Director be authorized to execute all documents necessary to carry out the above.

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

NAYS: None

ABSENT: Commissioners Smith and Vincent

RESOLUTION ADOPTED: Yes



IV. COMMITTEE REPORTS

A. STANDING COMMITTEES:

1. Airport Committee, Commissioner Ramelli:

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

2. Engineering Committee, Commissioner Dickhaus:

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

3. Insurance Committee, Commissioner Smith:

   No Committee meeting held, therefore no report.

4. Marina Committee, Commissioner Maloney:

   No Committee meeting held, therefore no report.

5. Real Estate Committee, Commissioner Boissiere:

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

6. Safety-Security Committee, Commissioner Vincent:

   No Committee meeting held, therefore no report.

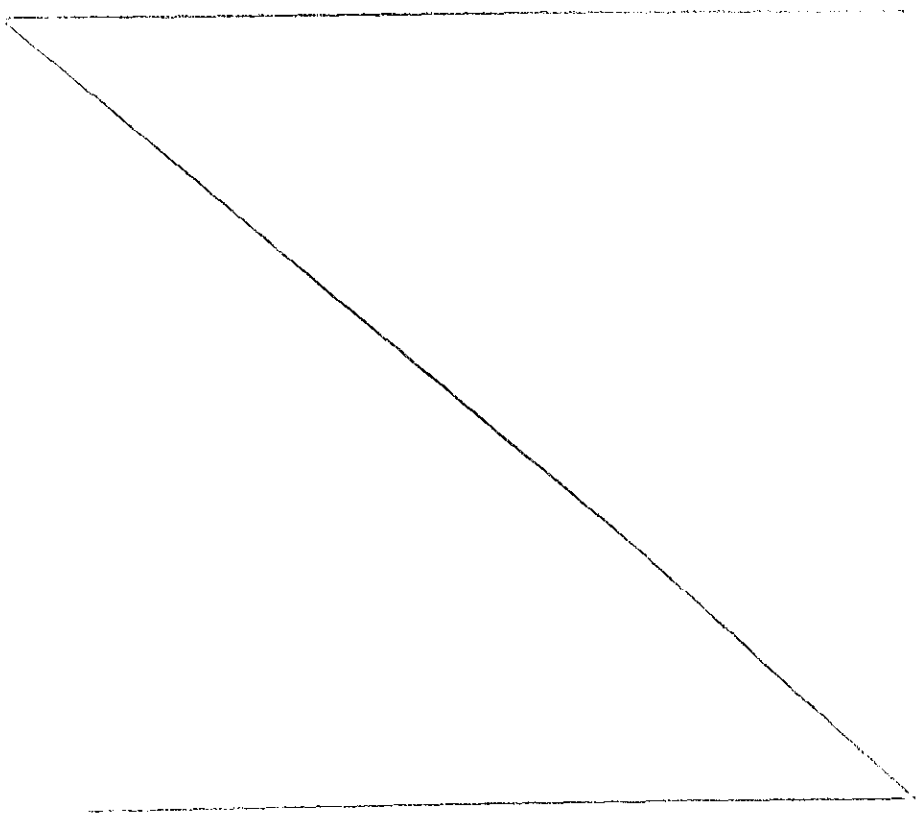
B. SPECIAL COMMITTEES:

1. Special Development Committee, Commissioner Ross:

   No report.

V. COMMUNICATIONS:

None.



VI. ADJOURNMENT:

There was no further discussion, nor was there anyone who wished to bring any more business before the Board. Therefore, the meeting was adjourned at 6:30 p.m.

Respectfully submitted,

H. B. LANSDEN
SECRETARY

I, H. B. Lansden, Secretary of the Board of Commissioners of the Orleans Levee District do hereby certify that the foregoing is a true and correct copy of the minutes of the Board Meeting of September 19, 1990.

H. B. LANSDEN, SECRETARY