

SEWERAGE & WATER BOARD OF NEW ORLEANS

EXECUTIVE COMMITTEE MEETING

REVISED

FRIDAY, MAY 9, 2014

9:00 AM

COMMITTEE MEMBERS

Mr. Wm. Raymond Manning, Chair • Mr. Mark Moody • Mr. Glen Pilie • Mrs. Florence Schornstein • Mr. Charles Webb

FINAL AGENDA

ACTION ITEMS

1. Approval of Previous Report
2. Bid Recommendations – DBE Participation
3. Staff Contract Review Committee
4. Final Acceptance Contracts with DBE Participation
5. Relocation Agreement, Claiborne to Constance (La. Avenue Phase) R-086-2014

INFORMATION ITEMS

6. Status Update on Bond Issues
7. Status Update on New Board Members
8. Status Update on New Executive Director
9. Customer Account Management System Replacement Status
10. Customer Service Results through March 2014
11. Tracking Tool for Commitments to the City Council
12. EEOC Activity Status Report Y.T.D.
13. Any Other Matters
14. Reference Materials (**In Binders**)
 - a. Sewerage and Water Board By-Laws
 - b. 2014 Operating and Capital Budget
 - c. Strategic Plan
 - d. Bond Rating
15. Adjournment



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

Sewerage & Water Board OF NEW ORLEANS

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

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

April 11, 2014

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

A regular meeting of the **Executive Committee** of the Sewerage and Water Board was called to order on Friday, April 11, 2014 at 9:00 AM in the Board Room at 625 St. Joseph Street.

ATTENDANCE

Present: Wm. Raymond Manning, Committee Chair
Mark M. Moody
Glen Pilie
Florence Schornstein
Charles F. Webb

Also in Attendance: Robert Miller, Interim Executive Director; Nolan Lambert, Special Counsel; Brian Ferrara, Deputy Special Counsel; Harold Marchand, Legal Counsel; Joseph Becker, General Superintendent; Robert Jackson, Community & Intergovernmental Relations Director; Alvin Porter, EDBP Department; Bobby Nathan, Equal Employment Opportunity Director (EEOC); Kathleen LaFrance, Executive Director's Office; Willie Mingo, Purchasing Director; Carol G. Rocque, Damon Rocque Securities; Stephen Stuart, BGR.

ACTION ITEMS

1. Approval of Previous Report

The Committee reviewed and approved the previous report from March 14, 2014.

The Committee considered the following forwarded action items of the Operations Committee Agenda as follows:

2. Bid Recommendations – DBE Participation

The Interim EDBP Director, Mr. Alvin Porter, provided information and an overview of the contracts and bid recommendations for the month of April.

Furnishing Fire Extinguishers Service – Req. No. YW14-00004

- Herbert S. Miller \$50,496.00

Based upon analysis of SLDBE participation, The Economically Disadvantaged Business Program recommends that the SLDBE participation submitted by Herbert S. Miller be approved.

Furnishing Flashlights and Flashlight Batteries – Req. No. RX-YW-14-0005

- | | |
|--|-------------|
| • Balthazar Electriks Wholesale Distributors | \$37,009.50 |
| • General Mills Supplies, Inc. | \$42,222.40 |
| • Assorted Products, LLC | \$46,418.75 |

Based upon analysis of SLDBE participation, the Economically Disadvantaged Business Program recommends that the SLDBE participation submitted by Balthazar Electriks Wholesale Distributors, General Mills Supplies, Inc. and Associated Products, LLC be approved.

The above reference bid recommendations on subject contracts with DBE participation was approved by a motion of Mrs. Florence Schornstein and seconded by Mr. Glen Pilie, and the motion carried.

3. Construction Review Committee

Open Market Contracts

- | | |
|-------------------------|--|
| • Contract #3792 | Wetlands Assimilation Expansion Project Sewerage and Water Board of New Orleans East Bank Sewerage Treatment Plant Site
Estimated Cost: \$2,393,000.00 with 36% DBE Participation Goal |
| • Contract #3986 | Ninth Ward Area Sewer Rehabilitation, Sewer Rehabilitation No. 5
Estimated Cost: \$9,540,748.00 with 28% DBE Participation Goal |
| • Contract #6249 | HMGP Retrofit Power Distribution Network (Design Build)
Estimated Cost: \$27,000,000.00 with 15% DBE Participation Goal |

The above reference Construction Review Committee recommendation on subject contracts with DBE participation was approved by a motion of Mrs. Florence Schornstein and seconded by Mr. Charles F. Webb, and the motion carried.

4. Staff Contract Review Committee

The Staff Contract Review Committee met on March 18, 2014, and made the following recommendations.

Open Market, 30% SLDBE Participation, one (1) year with a one (1) year renewal option.

1. Furnishing River Sand, Mason Sand and Wash Gravel
Estimated Cost: \$350,000.00
2. RFP for Administrative Hearing Officers
Estimated Cost: \$75.00 per hour
3. Furnishing Annual Service Awards for the Employees Incentive Committee (EIC) Award Program for 2014
Estimated Cost: \$29,500.00
4. Furnishing Banquet Facilities and Food for the Employee Incentive Committee (EIC) Award Program for 2014
Estimated Cost: \$39,800.00

First and Final Renewal, 30% SLDBE participation.

5. Furnishing Aerosol, Janitorial and Industrial Chemicals
Budget Amount: \$283,349.20
Prime Contractor: Assorted Products
Subcontractor: West Bank Paper and Janitorial Supplies
6. Furnishing Reclaimed Asphaltic Pavement (RAP)
Renewal Cost: \$249,750.00
Prime Contractor: Hamp's Construction
SLDBE Subcontractor: Loris O. Ausama Enterprises, Inc.

Third Renewal of four (4) one (1) year renewal options, 0% SLDBE participation.

7. Furnishing Emergency Response Services for Clean-up Oil and Chemical Spills
Renewal Cost: \$15,970.75
Prime Contractor: OMI Environmental Solutions

First and Final renewal, 0% SLDBE participation.

8. Furnishing Iron Castings
Renewal Cost: \$260,266.95
Prime Contractor: East Jordan Iron Works, Inc.

The above referenced Staff Contract Review Committee recommendations on subject contracts with DBE participation were approved by a motion of Mrs. Florence Schornstein and seconded by Mr. Glen Pilie, and the motion carried.

5. Renewal Construction Contract with DBE Participation

2nd Renewal Contract with DBE Participation for Contract #8138 – Skilled and Unskilled Labor for Maintenance Services

The Prime Contractor is the Gee Cee Co., Inc. The DBE participation Goal is 30%. The DBE participation achieved is 14.72%. However, explanations exist as to why the DBE participation goal is not met. Therefore, the Economically Disadvantaged Business Program recommends that subject contract be renewed.

The above referenced subject contract was approved by motion of Mr. Mark M. Moody and seconded by Mrs. Florence Schornstein, and the motion carried.

Following a discussion, Mr. Charles F. Webb requested staff to provide an update on the above contract information re: DBE participation within the next 60 to 90 days, and to bring that information back to the Board.

6. Final Acceptance Contracts with DBE Participation

Contract #8126 – Re-paving Open Cuts in Streets, Driveways and Sidewalks Resulting from the Repair to the Sewerage and Water Board Underground Utilities

The Prime Contractor is Fleming Construction, Co., LLC. The DBE participation goal is 38%. The DBE participation achieved is 58.08%.

The Economically Disadvantaged Business Program recommends that the SLDBE participation on subject contract be approved for final acceptance.

The above referenced subject contract was approved by motion of Mr. Mark M. Moody and seconded by Mrs. Florence Schornstein, and the motion carried.

INFORMATION ITEMS

7. Status Update on New Board Members

The report was received.

8. Status Update on New Executive Director

The report was received.

9. Status of Draft Cooperative Endeavor Agreement (CEA) for Executive Director Responsibilities

The report was received.

10. Follow-Up on Action Items from February 2014 Committee and Board Meetings

The report was received.

11. Tracking Tool for Commitments to the City Council

The report was received.

12. EEOC Activity Status Report Y.T.D.

The report was received.

13. ADJOURNMENT

There being no further business to come before the Committee, the meeting adjourned at 9:25 AM.

Very truly yours,

Wm. Raymond Manning
Committee Chair

ITEM #2

Contract #30009: Restoration of Existing Gravity Sewer Mains by Excavation and Replacement from Manhole-to-Manhole at Various Sites throughout Orleans Parish

On Thursday, April 17, 2014, five (5) bids were received for subject contract. The bid totals are as follows:

Wallace C. Drennan, Inc.	\$ 2,088,008.00
Fleming Construction, Co., LLC	\$ 2,391,720.00
Boh Bros. Construction, Co., LLC	\$ 2,997,125.00
BLD Services, LLC	\$ 3,355,075.00
TKTMJ, Inc.	\$ 4,493,919.00

The estimated budget is \$ 5,000,000.00.

Thirty-six percent (36%) SLDBE participation was requested on this contract.

The apparent lowest bidder, Wallace C. Drennan, Inc., submitted the following subcontractors:

C&M Construction Group, Inc. (eligible certified SLDBE) to perform Municipal and Public Works Construction
\$500,000.00 — 23.95%

Prince Dump Truck Service (eligible certified SLDBE) to provide trucking and hauling, and material supplies
\$180,000.00 — 8.62%

Choice Supply Solutions, LLC (eligible certified SLDBE) to provide material supplies
\$80,000.00 — 3.83%

SLDBE Participation totals: **\$760,000.00 — 36.40%**

The apparent second lowest bidder, Fleming Construction, Co., LLC, submitted the following subcontractors:

Hebert Trucking and Equipment Service (eligible certified SLDBE) to provide trucking and material
\$298,965 — 12.50%

Cooper Contracting Group, LLC (eligible certified SLDBE) to perform restoration of sewer mains
\$287,006.40 — 12.00%

Auguillard Construction Co., Inc. (eligible certified SLDBE) to perform asphalt and concrete pavement restoration
\$287,006.40 — 12.00%

SLDBE Participation totals: **\$872,977.80 — 36.50%**

Contract #30009: Restoration of Existing Gravity Sewer Mains by Excavation and Replacement from Manhole-to-Manhole at Various Sites throughout Orleans Parish

SLDBE Participation Analysis

April 2014

Page 2

Based upon analysis of SLDBE participation, the Economically Disadvantaged Business Program recommends that the SLDBE participation submitted by Wallace C. Drennan, Inc.; and Fleming Construction, Co., LLC, be accepted.

ITEM #3

Staff Contract Review Committee Recommendations

The Staff Contract Review Committee met on April 18, 2014 and made the following recommendations:

Open Market Contracts

Open Market, 20% SLDBE Participation, one (1) year with a one (1) year renewal option.

1. Furnishing Grass Cutting and Debris Pickup of the Sewerage & Water Board of New Orleans East Bank Canals

Estimated Cost: \$600,000.00

Areas of participation: Labor, supplies and grass cutting related services

Funding Source:

Operating and Maintenance Budget

2. Furnishing Grass Cutting and Debris Pickup of the Sewerage & Water Board of New Orleans West Bank Canals

Estimated Cost: \$600,000.00

Areas of participation: Labor, supplies and grass cutting related services

Funding Source:

Operating and Maintenance Budget

3. Furnishing Chemical Control of Foliage at Specified Sewerage & Water Board Locations within the City of New Orleans

Estimated Cost: \$300,000.00

Areas of participation: Labor, supplies and foliage control related services

Funding Source:

Operating and Maintenance Budget

Open Market, 0% SLDBE Participation, one (1) year with a one (1) year renewal option.

4. Furnishing Safety Shoes

Estimated Cost: \$125,000.00

Percentage Goal Justification: Does not lend itself to SLDBE participation because product is a sole source item that cannot be subdivided and is delivered directly from the manufacturer.

Funding Source:

Operating and Maintenance Budget

5. Furnishing #1 All Purpose Rag Wipers

Estimated Cost: \$50,000.00

Percentage Goal Justification: Does not lend itself to SLDBE participation because the product is a sole source item for which the only known producer is a certified SLDBE.

Funding Source:

Operating and Maintenance Budget

6. **Furnishing Fire Hydrant Anti-Tampering Devices**

Estimated Cost: \$500,000.00

Percentage Goal Justification: Does not lend itself to SLDBE participation because product is a sole source item shipped directly from the manufacturer.

Funding Source:

Operating and Maintenance Budget

7. **Furnishing 4" and 5" Fire Hydrants Repair Parts**

Estimated Cost: \$500,000.00

Percentage Goal Justification: Does not lend itself to SLDBE participation because product is a sole source item shipped directly from the manufacturer.

Funding Source:

Capital Budget Funds

8. **Furnishing 5'4" and 5'5" American Darling Complete Fire Hydrants**

Estimated Cost: \$1,000,000.00

Percentage Goal Justification: Does not lend itself to SLDBE participation because product is a sole source item shipped directly from the manufacturer.

Funding Source:

Capital Budget Funds

One time purchase only, 0% SLDBE Participation, no renewal options.

9. **Purchase of Replacement Transformers T2 and T3 at the Carrollton Water Treatment Plant**

Estimated Cost: \$500,000.00

Percentage Goal Justification: Does not lend itself to SLDBE participation because product is a sole source item shipped directly from the manufacturer.

Funding Source:

Board Funds

Renewal Contracts

Pursuant to the Operations Committee request for SLDBE compliance on contracts involving renewals, please find subject information.

First and Final Renewal, 30% DBE Participation.

10. **Furnishing Paper Products and Janitorial Supplies**

Renewal Cost: \$95,864.50

Prime Contractor: Assorted Products, Inc.

SLDBE Subcontractor: West Bank Paper and Janitorial Supplies

Funding Source: S&WB
Operating and Maintenance Budget.

The DBE participation goal is 30.00%. The DBE participation achieved is 30.60%.

ITEM #4

Final Acceptance Contracts with DBE Participation

Contract #3692 – Restoration of Existing Gravity Sewer Main by Excavation and Replacement from Manhole to Manhole and Point Repairs at Various Sites throughout Orleans Parish

The Prime Contractor is Fleming Construction Co., LLC.

The DBE participation goal is 36%. The DBE participation achieved is 64.50%.

The Economically Disadvantaged Business Program recommends that the SLDBE participation on subject contract be approved for final acceptance.

**AUTHORIZATION FOR THE INTERIM EXECUTIVE DIRECTOR TO EXECUTE
AN AGREEMENT WITH ENTERGY NEW ORLEANS (ENO) FOR THE PAYMENT
OF TEMPORARY RELOCATION AND DE-ENERGIZING OF ENO'S ELECTRIC
DISTRIBUTION FACILITIES ALONG AND ADJACENT TO THE VICINITY OF
THE LOUISIANA AVENUE PHASE SELA PROJECT (CLAIBORNE TO CONSTANCE)**

WHEREAS, the U.S. Army Corps of Engineers awarded a contract for the construction of the Louisiana Avenue Phase SELA Project (Claiborne to Constance) this summer; and

WHEREAS, in order for the project to move forward the Sewerage and Water Board of New Orleans has pledged to the U.S. Army Corps of Engineers that it will provide payment to ENO for the cost of temporary relocation and de-energizing of ENO's electric facilities in the right-of-way of the proposed SELA project.

NOW THEREFORE, BE IT RESOLVED that the Interim Executive Director is hereby authorized to execute on behalf of the Sewerage and Water Board of New Orleans an agreement with Entergy New Orleans, approved by Special Counsel, for the payment of \$1,416,504.94 as costs estimated for temporary relocation and de-energizing of ENO's electric distribution facilities and each de-energizing project in the right-of-way of the Louisiana Avenue Phase SELA Project (Claiborne to Constance).

I, Robert K. Miller, Interim Executive Director,
Sewerage and Water Board of New Orleans, do hereby
certify that the above and foregoing is a true and
correct copy of a Resolution adopted at the Regular
Monthly Meeting of said Board, duly called and held,
according to law, on May 21, 2014.

**ROBERT K. MILLER, INTERIM EXECUTIVE DIRECTOR
SEWERAGE AND WATER BOARD OF NEW ORLEANS**

AGREEMENT

(Louisiana Avenue Phase)

Claiborne to Constance

This Agreement (the "**Agreement**") is entered into this ___ day of _____ 2014 (the "**Effective Date**") by and between Entergy New Orleans, Inc., a Louisiana corporation (the "**Company**"), and Sewerage and Water Board of New Orleans, Inc., a public corporation and instrumentality of the City of New Orleans (the "**SWB**").

WHEREAS, in connection with flood control projects to be undertaken by the U.S. Army Corps of Engineers ("**COE**") in New Orleans (the "**Flood Control Project**"), the SWB has requested the temporary relocation and de-energizing of the Company's electric distribution facilities (the "**Louisiana Avenue Facilities**") along, adjacent to and in the vicinity of Louisiana Avenue as generally described on Exhibit A (the "**Relocation Project**");

WHEREAS, during the course of the Flood Control Project and after the initial relocation of the Louisiana Avenue Facilities, the SWB may request from time to time that the Company temporarily de-energize and ground the Louisiana Avenue Facilities, as relocated (each a "**De-energizing Project**"); and

WHEREAS, the Company is willing to undertake such temporary relocation and de-energizing of the Louisiana Avenue Facilities, and the SWB is willing to pay for such work, in each case subject to and upon the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements made herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the SWB, intending to be legally bound, agree as follows:

1. The Company agrees that it shall conduct the engineering work, design work, procurement of materials, construction and relocation of the Louisiana Avenue Facilities in order to complete the Relocation Project. The SWB acknowledges that the description of the Relocation Project is general in nature and is based on the information provided by the COE with respect to the Flood Control Project and many factors, both known and unknown, may impact the performance of the Relocation Project (and thus the Reimbursable Costs (as defined below) for the Relocation Project).

2. Upon not less than ___ (___) days prior written request from the SWB for a De-energizing Project, the Company shall conduct the engineering work, design work and procurement of materials, construction, temporary relocation and de-energizing of its facilities and installation of grounds for such De-energizing Project.

3. The SWB shall reimburse the Company for all costs and expenses incurred in connection with or arising from acquiring the materials, providing the services and performing the work as provided hereunder including without limitation material costs, labor costs, labor

cost adders, costs associated with third party vendors, costs associated with the procurement of permanent or temporary immovable property rights, costs associated with securing all necessary approvals, taxes and overheads (collectively, the ***Reimbursable Costs***”). As of the Effective Date, the estimated Reimbursable Costs are One Million Four Hundred Sixteen Thousand Five Hundred Four Dollars and 94/100 (\$1,416,504.94) for the Relocation Project and De-energizing Project. The estimated Reimbursable Costs for the Relocation Project includes the estimated cost and expenses that will be required to return certain of the Louisiana Avenue Facilities back to their original and permanent locations upon completion of the Flood Control Project. The SWB acknowledges that these estimated Reimbursable Costs are estimates only and that many factors, both known and unknown, may impact the Relocation Project and each De-energizing Project. Therefore, the SWB acknowledges that the actual cost of the Relocation Project and each De-energizing Project may be more than the estimates provided herein and that the SWB shall be responsible for any amounts in excess of such estimates, as provided herein.

4. With respect to the Reimbursable Costs for the Relocation Project, the SWB shall pay the Company as follows:

(a) Fifty percent (50%) of such Reimbursable Costs within ten (10) days of the Effective Date;

(b) Twenty five percent (25%) of such Reimbursable Costs (plus any actual Reimbursable Costs for the Relocation Project incurred by the Company which are in excess of the estimated Reimbursable Costs for the Relocation Project) within ten (10) days after receiving written notice from the Company that it has completed fifty percent (50%) of the Relocation Project (as determined by the Company in good faith); and

(c) Twenty five percent (25%) of such Reimbursable Costs (plus any actual Reimbursable Costs for the Relocation Project incurred by the Company which are in excess of the estimated Reimbursable Costs for the Relocation Project) within ten (10) days after receiving written notice from the Company that it has completed the Relocation Project.

5. The Company, in its sole reasonable discretion, shall determine the commencement date and frequency for invoicing the SWB for Reimbursement Costs for each De-energizing Project. The SWB shall remit payment to the Company in accordance with the instructions set forth on each such invoice.

6. If the SWB fails to make any payment under or pursuant to this Agreement, the Company, in its sole reasonable discretion, may immediately cease all activity on the Relocation Project and/or refuse any request for a De-energizing Project, in each case until all outstanding payments have been made. The Company shall resume activity on the Relocation Project within 30 days of the date that full payment of all outstanding invoices is received, subject to the availability of the Company’s crews and equipment. **To the fullest extent allowed by law, the SWB fully releases and holds harmless the Company for any and all damages, losses, claims and cause of action, including but not limited to damages associated with loss of revenues, loss of product, special, consequential and indirect damages, loss of Federal funding, and third party claims for damages resulting from such cessation of any work**

contemplated hereunder or any delay in resuming any such work. Unless otherwise indicated on any invoice or notice, all payments shall be made by wire transfer of immediately available funds to the account (or accounts) of the Company pursuant to the Company's instructions. Except as provided herein, it is expressly understood that the SWB shall be responsible for making timely payments of invoices irrespective of the completion of the Project.

7. The Company reserves the right to terminate this Agreement for any of the following reasons: (i) any Federal, State or local government or governmental agency takes any action that, in the opinion of the Company, adversely affects the Flood Control Project or the ability of the SWB to pay the Reimbursable Costs, (ii) the City Council of the City of New Orleans takes any action that, in the reasonable opinion of the Company, materially and adversely modifies, alters or amends any of the terms and conditions of this Agreement or adversely affects the intent of this Agreement that the Company fully recover all Reimbursable Costs as provided herein, (iii) there is an event or occurrence that materially and adversely affects the SWB's ability to pay the Reimbursable Costs, or (iv) the SWB fails to comply with any material term of this Agreement. Termination of this Agreement shall be effective one day after the Company has delivered written notice to the SWB of the termination of the Agreement. In the event of termination, the Company shall use reasonable efforts to minimize any additional costs, but the SWB shall remain responsible for all Reimbursable Costs incurred by the Company through the effective date of termination. In addition, the SWB shall be responsible for any additional charges, including but not limited to, cancellation charges, demobilization charges, charges associated with the ordering and purchasing of materials incurred by the Company, irrespective of termination. **To the fullest extent allowed by law, the SWB fully releases and holds harmless the Company for any and all damages, losses, claims and causes of action, including but not limited to damages associated with loss of revenues, loss of product, special, consequential and indirect damages, loss of Federal funding, and third party claims for damages resulting from the Company's termination of this Agreement.**

8. It is expressly understood that this Agreement confers no ownership rights or interest to the SWB in the Louisiana Avenue Facilities, any facilities constructed, installed or removed by the Company or any materials acquired by the Company pursuant to this Agreement.

9. All notices, requests, consents and other communications hereunder shall be in writing and shall be dispatched by nationwide overnight courier service, such as (without limitation) FedEx, or by United States Certified Mail, Return Receipt Requested, postage prepaid, addressed to the parties as follows:

To the Company:

Entergy New Orleans, Inc.
1600 Perdido St.
New Orleans, LA 70161
Attn: _____
Telephone: _____

To THE SWB:

Sewerage and Water Board of New Orleans
625 St. Joseph Street
New Orleans, LA 70165

Attn: _____
Telephone: _____

Notices under this Agreement shall be deemed given upon the earlier of the date of delivery or the date upon which delivery is refused. Any changes in the names or addresses set out in this provision shall be through notice in conformity with the requirements of this provision.

10. Except as expressly allowed above, no waiver, addition, deletion, or modification of any provision contained in this Agreement shall be binding unless in writing and signed by duly-authorized representatives of both parties. Once an amendment to this Agreement is made, it shall be deemed incorporated as of its effective date, unless expressly stated to the contrary in the amendment.

11. The SWB shall not assign this Agreement in whole or in part without the prior written consent of the Company which consent may be withheld for any reason and any such purported assignment shall be null and void and, at the Company's option, will constitute a material breach of this Agreement. No assignment of this Agreement, even if consented to by the Company shall relieve the SWB of its responsibilities under this Agreement. Any assignee of the SWB must agree in writing to all terms and conditions of this Agreement.

12. The failure of either party to insist upon or enforce, in any instance, strict performance by the other of any of the terms of this Agreement or to exercise any rights herein or therein conferred shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such terms or rights on any future occasion.

13. It is agreed that if any clause or provision of this Agreement is held by any court of competent jurisdiction to be illegal or void, the validity of the remaining portions and provisions shall not be affected, and the rights and obligations of the parties shall be enforced as if this Agreement did not contain such illegal or void clauses or provisions.

14. Should it become necessary for either party hereto to engage in legal proceedings for the purpose of enforcing either this Agreement or for the purpose of recovering damages sustained due to the breach of this Agreement, such party shall be entitled to reimbursement by the prevailing party in any such legal proceeding for costs, attorneys' fees and any other reasonable expenses incurred in connection with those legal proceedings, irrespective of presentment of demand.

15. The provisions of this Agreement that by their nature continue after the expiration or termination of this Agreement shall survive any such termination or cancellation, including all obligations or rights that exist as a result of an event or the failure of an event prior to or at the time of expiration or termination of this Agreement.

16. The SWB represents and warrants that it has all requisite power and authority to execute, deliver and perform its obligations under this Agreement and, by proper action in accordance with all applicable law, has duly authorized the execution and delivery of this

Agreement and the performance of its obligations hereunder including without limitation its obligation to pay all Reimbursable Costs.

17. In the event the Relocation Project or any De-energizing Project requires the Company to relocate its facilities, the SWB shall provide or obtain all necessary rights of way (including, without limitation, highway and railroad permits) including obtaining rights of way from any third party who owns or has rights with respect to the immovable property which may be affected by such relocation. The right of way instrument shall grant and provide the Company and its successor and assigns a right of way for the location, construction, reconstruction, improvement, repair and maintenance of the Company's electric facilities. The Company shall provide its right of way instrument to the SWB and the SWB shall deliver such instruments, properly executed, to the Company prior to the relocation of its facilities.

18. The Company and SWB expressly agree that the rights and obligations expressed herein pertain only to the Louisiana Avenue Facilities Relocation Project and each De-energizing Project, and that any other or future projects are beyond the scope of this Agreement. The Company and SWB further agree that nothing in this Agreement shall be interpreted as restricting the Company or the SWB from seeking legislative, judicial, or other clarification of applicable or potentially relevant law's pertaining to financial responsibility for projects such as those undertaken pursuant to this Agreement.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

SEWERAGE AND WATER BOARD OF NEW ORLEANS

By: _____

Witness: _____

Printed Name: Robert K. Miller

Witness: _____

Title: Interim Executive Director

ENTERGY NEW ORLEANS, INC.

By: _____

Witness: _____

Printed Name: Charles L. Breyer

Witness: _____

Title: President & CEO

EXHIBIT A
RELOCATION PROJECT

EXHIBIT A
RELOCATION PROJECT

Install and remove temporary facilities to maintain service to Entergy electric customers during the construction of Louisiana Avenue covered canal from South Claiborne Avenue to Constance Street.

Total Costs: \$936,634.92

Remove and reinstall Entergy electric facilities in the median and crossings from South Claiborne Avenue to Constance Street to accommodate construction of Louisiana Avenue covered canal.

Total Costs: \$479,870.02

Total Project Cost: \$1,416,504.94



SEWERAGE AND WATER BOARD OF NEW ORLEANS

May 5, 2014

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

Dear Directors:

Subject: Customer Account Management System Replacement Status

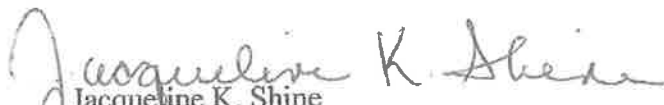
At the February 2014 committee meeting cycle, staff reported their methodology in selecting the vendor that most met the needs of Sewerage & Water Board for the replacement of our Customer Account Management System. Cogsdale Corporation was the preferred choice of the Project Team based on usability, project approach and additional available modules.

The Interim Executive Director was authorized to enter into contract negotiations with Cogsdale Corporation, assisted by Langham and Associates, a subcontractor to Xerox, the current information systems contractor to the Board. These negotiations have been completed and there are 3 separate agreements which will be executed shortly:

1. Statement of Work
2. Support and Maintenance Agreement
3. License Agreement

The Project Team will be housed at 830 Julia Street, which is owned by the City of New Orleans. The City has agreed to lease the property to the SWB for \$3,790 per month for 30 months, with an option to renew. The furniture installation at the site is nearly complete and the telecommunications and network infrastructure is scheduled to be installed in early May 2014.

A kickoff meeting will take place on or about May 15, 2014.


Jacqueline K. Shine
Utility Services Administrator
Revenue & Customer Service



SEWERAGE AND WATER BOARD OF NEW ORLEANS

May 5, 2014

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

Dear Directors:

Subject: Customer Service Results through March 2014

This report is intended as a consolidated report of customer service results, including key activities, indicators of metric results, and a status update on implementation of the Customer Service Improvement plan.

Customer Service Improvement Plan Status Update. Following is an update of the implementation status for the Customer Service Improvement Plan.

Plan	Implementation Status
I. Provide improved customer account management and billing capabilities	
A. Replace existing CAM system. <i>Staff will replace the existing in-house developed billing and collection system with packaged software built upon industry standard best practices.</i>	In Progress. The project remains on schedule. Contract negotiations with Cogsdale Corporation were finalized in April. We have secured the property at 830 Julia Street to house the Project Team. Furniture and equipment is being installed and we should be ready for the project kickoff on or near May 15 th .
B. Implement automated meter reading technology. <i>Staff will move from manual meter reading on a monthly cycle to automated meter reading on a multiple-times per day cycle, allowing customers to monitor their usage online and allowing for underground leaks to be more readily identified.</i>	In Progress. The Project team has reviewed the 10 responses received and is currently drafting the RFP document.
II. Reduce the volume of calls by increasing the perceived accuracy of the bills.	
A. Continue focus on obtaining readings to avoid estimates. <i>Staff will maintain the marked improvement achieved over the past 18 months in obtaining meter readings for approximately 98% of all</i>	Completed. During the month of March 2014, meter reading staff maintained a high percentage of actual readings, with a reading on 98.3% of all



SEWERAGE AND WATER BOARD OF NEW ORLEANS

<i>accounts.</i>	<i>meters.</i>
B. Improve accuracy of readings	
<i>Although the quantity of readings has improved, the quality of some of the readings has not, resulting in either rechecks or customer complaints. Staff will more closely monitor those meter readers that are experience accuracy issues.</i>	Complete. The re-sequencing of residential meter reading routes is complete. With the exception of a few routes that could not be re-routed, all residential routes will be read in the same sequence. This will enhance efficiency by ensuring that no meter is skipped and the Meter Reader is at the correct address reading the correct meter.
C. Ensure meter reading and billing edits are worked diligently.	
<i>An unintended consequence of working to increase the number of readings has been a decrease in the number of days between reading and billing. This has resulted in bills being mailed with a lesser amount of review than previously took place. Staff will immediately work to ensure an adequate number of days occur between reading and billing to allow for full review of meter reading and billing edits.</i>	In Progress. Billing staff is finalizing the flowcharts of the bill review and bill adjustment processes. This will enable us to see where our procedures may be lacking in efficiency with regards to billing edits and internal controls. The finalized flowchart document will be of great value in establishing a better business model as we implement the new billing system.
D. Retrain billing clerks on proper review of meter reading and billing edits.	
<i>There has been a significant decrease in the experience level of customer service clerks and supervisors due to employee retirements and turnover. Likewise, the training center for customer service representatives had been shut down following Hurricane Katrina. Staff will work to immediately re-open and re-staff the customer service training center and provide remedial training.</i>	In Progress. We were not successful in appointing a dedicated trainer for our Customer Service and Billing clerks. As we are involved in more training provided by our Personnel Department, this may not be feasible. We have asked each supervisor to evaluate their staff's performance and provide individual training as needed.
E. Re-staff Analyst Level Positions	
<i>The Customer Service Department is budgeted for three analyst positions, but currently has only two analysts on staff. This has left the responsibility for process analysis to supervisors who are currently over-committed in resolving particularly difficult customer concerns. Requisitions for one analyst positions will be submitted shortly and they will be among the first trained at the training center.</i>	Completed. The new team member began working on July 1, 2013.



SEWERAGE AND WATER BOARD OF NEW ORLEANS

III. Improve the customer service experience when questioning a bill and resolve more issues during the first call.	
A. Re-emphasize and retrain employees on courtesy and accountability.	
<i>Complaints about perceived rudeness by customer service representatives are a serious concern. Management will meet with employees to re-emphasize the courteous manner in which customers are to be treated and the accountability for the representatives to resolve customer concerns. Management will also bring in outside training for representatives on dealing with customers.</i>	<p>Completed. All Revenue & Customer Service staff will participate in the upcoming Business Training Skills sessions to be conducted by Debra Gould & Assoc. and Cathy Harris Consulting and Training.</p>
B. Reduce the amount of time spent by customers waiting for assistance.	
<i>The amount of calls abandoned by customers prior to being served has increased significantly in recent months. Likewise, the number of customers waiting in the lobby for service has been quite large on some days. Management will review staffing levels at all workdays and shifts to ensure appropriate matching to the customer call and walk-in volume.</i>	<p>In progress. During the month of March the percentage of calls abandoned decreased considerably from 28.5% to 19.2%. The average call wait time also decreased from 3 minutes and 17 seconds to 2 minutes and 13 seconds. Our Call Center Managers and staff have worked diligently to improve performance. We attribute much of our improvement to the team embracing the concept of a 'shared destiny'. Daily performance results are now posted on the call center board. Success is celebrated and deficiencies are addressed immediately.</p>
C. Provide a more effective appeals process within Sewerage and Water Board.	
<i>It is crucial to resolve customer complaints within Board processes so that customers do not feel that it is necessary to take their complaints to board members, elected officials, and executive management. Staff will clearly define and communicate the appeals process to customers. Also, Customer Service management will ensure that the Special Accounts Sections will be consistently used for customer calls to elected officials and board members.</i>	<p>In progress. We are developing updated procedures for our appeals process to make it easier for customers to be granted an appeal and to make certain the proper controls are place to follow up with customers after a hearing decision. Our goal is to address all complaints before it gets to the level of a customer hearing.</p>
D. Improve coordination between Customer Service and Networks departments.	
<i>One of the most frustrating experiences for customers occurs when there are "disconnects" between customers requests for repairs to occur and how the Board responds to those requests. It</i>	<p>In progress. Customer Service and Networks staffs have collaborated on a check list/script for all customer service agents to use when discussing repair issues. The script has helped call center</p>



SEWERAGE AND WATER BOARD OF NEW ORLEANS

<p><i>is crucial to ensure that high priority customer concerns are resolved on a timely basis and that representatives have reliable information about when repairs will occur or have been completed.</i></p>	<p>agents improve their responses to difficult customer inquiries. Also, as we add new programs and change procedures, having a script ensures our agents know exactly what to say. We will be adding information on our new Plumbing Assistance Program to the script this month.</p>
<p>E. Establish feedback processes for customer.</p> <p><i>Staff will develop a feedback process for every walk-in and telephone customer contact to provide a method for immediate feedback to management about the customer experience. Staff will also develop a comprehensive survey instrument for customers who may not have had occasion to contact the Board.</i></p>	<p>In progress. The survey results were favorable and we intend to continue with this process twice a year going forward.</p>
<p>IV. Evaluate possible changes to the leak adjustment policy.</p>	
<p>A. Examine statutory and policy limitations.</p> <p><i>Customers experiencing high bills are frequently dismayed that water lost through leaks on their service lines is billed without adjustment to volume or rate, while water main and hydrant leaks are allowed to remain unrepaired for long periods of time. The leak adjustment policy of Sewerage and Water Board is less "forgiving" than that of many other large metropolitan water agencies. Staff proposes to study the statutory and policy limitations and alternatives for consideration by the Board.</i></p>	<p>In progress. After a lengthy delay, staff is developing draft changes to the leak adjustment policy for consideration by the Operations Committee to improve customer fairness and while minimizing utility revenue impact.</p>

Staff will provide ongoing status updates on the implementation of the Customer Service Improvement Plan at upcoming Operations Committee meetings.

Robert K. Miller
Interim Executive Director

**Sewerage and Water Board of New Orleans
Customer Service Report
Indicators of Metric Results
March 2014**

Operations Support	Goal	Goal Met		Within Control Limits		Trend
Billing Accuracy / Reasonable						
	Meters Read	Green		Green		Yellow
	Estimated Bills	Red		Green		Yellow
	High Bill Complaints	Red		Red		Red
	Adjusted Bills	Green		Green		Red
Problem Resolution						
	Customer Contacts	Green		Green		Yellow
	Call Wait Time	Green		Green		Yellow
	Abandoned Calls	Red		Red		Red
	Emergency Abandoned Calls	Green		Green		Green
	Low Water Pressure	Green		Green		Yellow
	Water System Leaks	Green		Green		Green
	Sewer System Leaks	Yellow		Green		Yellow
Collections Effectiveness						
	Accounts Off for Non-Payment	White		Green		Green
	Receivables 30 to 120 Days Old	White		Yellow		Red
	Receivables 120 Days and Older	White		Green		Green

Green = Favorable Variance
Yellow = Minimal Variance / No Action Recommended
Red = Unfavorable Variance / Action Recommended

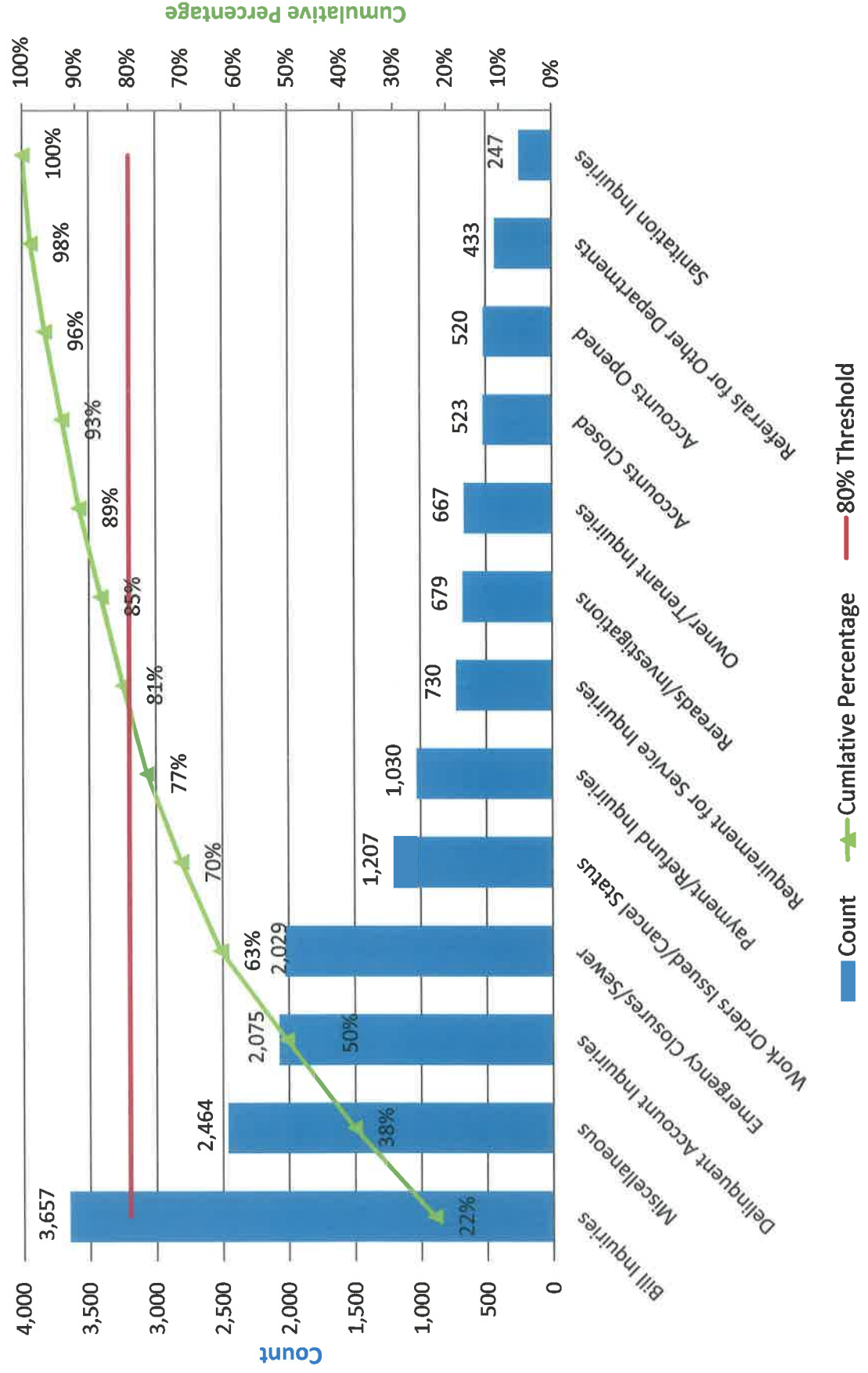
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Sewerage and Water Board of New Orleans

Chart of Types of Customer Calls

March 2014



Sewerage and Water Board of New Orleans

Water and Sewer Receivables 120 Days and Older

EUM Attribute: Financial Viability

Description: Establishes and maintains an effective balance between long-term debt, asset values, operations and maintenance expenditures, and operating revenues

Constituency:
Customer Ratepayers

Objective: Efficient use of resources in providing services

Goal: None established

Currently Meeting Goal: Not Applicable

Process Operating Within Control Limits: Yes

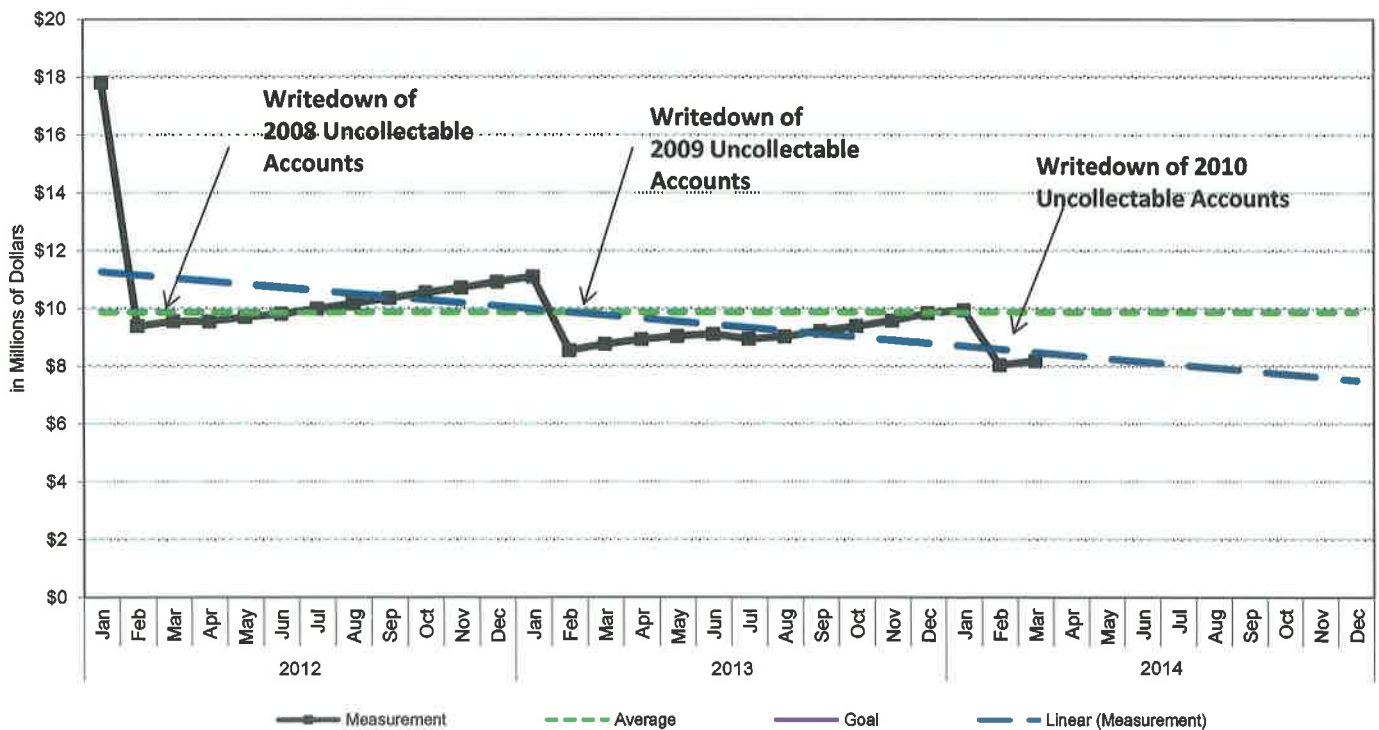
Trend: Favorable

Analysis

Water and sewer accounts receivable that are 120 days and older are handled by a collection agency. When those accounts remain uncollected after three years, the balances are written off as part of an annual process. The uncollectable balances for 2007 and 2008, which were written off early in 2011 and 2012, were higher than normal due to accounts that remained open post-Katrina for residences and businesses but were not occupied.

Plans for Improvement

It appears that the higher post-Katrina accounts receivable balances have been resolved through standard collection practices and that annual collection rates now exceed 98% of annual billings. Staff intends to use standard process improvement methods to continue collection practices pending implementation of new billing and collection system.



Data Table

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Sewerage and Water Board of New Orleans
Tracking Tool for Commitments to City Council
April 2014

Status Key  On Target  Not Started  Delayed  Needs Attention

Topic	Commitment	Target Date	Status	Next Steps	Strategic Plan Reference
I. Governance Practices	A. Reduce the length of Board member terms and limiting the number of terms.	October 2013	Completed. Senate Bill No. 47 reduced the term lengths from 9 to 4 years and limiting members to serving two consecutive terms.	None.	Strategy IV Tactics I.1 and I.2
	B. Establish requisite qualifications for Board members.	October 2013	Completed. Senate Bill No. 47 requires experience in architecture, environmental quality, finance, accounting, business administration, engineering, law, public health, urban planning, facilities management, public administration, science, construction, business management, consumer or community advocacy, or other pertinent disciplines, with two of the appointments as consumer advocates with community advocacy or consumer protection experience or experience in a related field.	None.	Strategy IV Tactic I.3
	C. Reduce the number of Board members.	October 2013	Completed. Senate Bill No. 47 reduced the size of the Board from 13 to 11 members.	None.	Strategy IV Tactic I.4
	D. Review function and responsibilities of Board committees.	Not determined.	Senate Bill No. 47 provides that a quorum of the board shall adopt rules fixing its own meetings and procedures. Any amendments or changes to such rules shall be adopted only after approved by a quorum of the Board.	Consideration by the Executive Committee and the Board of Directors.	Strategy IV Tactic I.5
	E. Appoint Board members from recommendations submitted by university presidents.	October 2013 original May 2014 revised	On target. Applications and nominations for board membership submitted by January 31, 2014 were reviewed by Board Member Selection Committee and recommendations have been submitted to the Mayor.	Appointment by the Mayor with the advice and consent of the City Council.	Strategy IV Tactic I.6

Sewerage and Water Board of New Orleans

Tracking Tool for Commitments to City Council

April 2014

Status Key On Target Not Started Delayed Needs Attention

Topic	Commitment	Target Date	Status	Next Steps	Strategic Plan Reference
II. Customer Service Improvements	F. Establish dedicated independent oversight of Sewerage and Water Board determined by the City Council.	Not determined.	On target. Staff presents to Public Works Committee of City Council as scheduled on identified questions and concerns.	Continue to prepare detailed written status reports on the plans and reforms listed in Exhibit B Amendment to Water and Sewer Rates Resolution as well as status of construction projects by City Council district.	Strategy IV Tactic M
	A. Acquire and implement Advanced Metering Infrastructure. Replace existing mechanical meters with new electronic meters and an automated meter reading system that will provide more accurate readings, enhanced leak detection on customer lines, and improved account monitoring. The new meters will be installed for the residential and small commercial customer base.	December 2016	On target. Request for information issued to potential vendors during March 2013. Information submitted by ten vendors reviewed by staff in April 2013 and interviews conducted in May 2013. Requests for proposals issued by other utilities being reviewed. A revised standard for purchasing new meters has been completed.	Continue replacement of existing manual-read meters with electronic-read meters. Determine if outside expert assistance will be needed in project management. Develop a preliminary implementation plan and issue a request for proposals for change-out of residential and small commercial meters and installation of automated meter reading capabilities. Confirm targeted completion date following implementation of new customer account management system.	Strategy III Tactic B
	B. Open Additional Customer Service Center to provide convenient access to full service capabilities for customers without travelling to the downtown location.	December 2013 original September 2014 revised	Delayed. Alternatives identified and evaluated in New Orleans East.	Original request for proposals was for unimproved space. Contract change order will be negotiated for move-in-ready space.	Strategy III Tactic H
	C. Replace existing billing application with new software that includes online customer account management capabilities.	January 2015	On target. Customer Account Management System from Cogsdale Corporation selected. Final negotiation of contract terms and conditions negotiated.	Project implementation scheduled to begin May 15, 2014.	Strategy III Tactic C
	D. Replace existing work order application with new software that includes online work order tracking and appointment scheduling capabilities.	December 2017	Not started.	Next steps to be determined as part of the development of an Information Technology Strategic Plan.	Strategy III Tactic D and E Strategy IV Tactic D

Sewerage and Water Board of New Orleans

Tracking Tool for Commitments to City Council

April 2014

Status Key  On Target  Not Started  Delayed 

Topic	Commitment	Target Date	Status	Next Steps	Strategic Plan Reference
	E. Improve efficiency and reliability of Customer Service processes. Reduce the volume of calls by increasing perceived accuracy of bills. Ensure meter reading and billing edits are worked diligently. Improve the customer experience when questioning a bill and resolve more issues during the first call. Provide more effective appeals process.	Ongoing	On target. Customer Service Improvement Plan updated and reported to Operations Committee monthly.	Continue focus on obtaining readings to avoid estimated bills. Improve accuracy of readings. Improve efficiency of meter reading routes. Continue training on proper review of meter reading and billing edits. Reduce call waiting time. Improve coordination between Customer Service and Networks departments. Continue walk-in customer service survey. Implement telephone customer service survey. Document and report improvement results.	Strategy III Tactics A, F, and G

III. Service Assurance Program

A. Provide additional funding for bill payment assistance through the Water Help program.	January 2013	Completed. Funding for bill payment assistance through the Water Help program increased from \$60,000 to \$240,000 in January 2013.	Increase in funding completed January 2013. Focus on improved customer awareness.	Strategy III Tactic I.1
B. Expand Water Help program to provide assistance with plumbing repairs.	June 2013 original March 2014 revised	Underway. Program provides up to \$250 for plumbing repairs on the customer's portion of the service line.	Allocation of funding completed January 2013. Focus on improved customer awareness.	Strategy III Tactic I.2
C. Pursue legislative change to allow adjustments for water lost through customer leaks.	March 2013 original June 2014 revised	Delayed. Recommendations developed for consideration by Board of Directors currently under review by Legal Department.	Staff recommended that water and sewer charges for leakage be charged at fifty percent of the regular rate for one occasion of leakage lasting not more than two regular billing periods every two years. These changes are being reviewed for compliance with existing legislation and interpretation by the state attorney general.	Strategy III Tactic I.3
D. Evaluate waiver of service charges based on means testing for qualifying low-income elderly and disabled customers.	June 2013	Completed. Recommendations accepted by Board of Directors in July 2013.	Staff recommended that the Board not adopt a waiver of these service charges based on means testing and that the overall effectiveness of the service assurance program be reviewed prior to reconsideration of this matter.	Strategy III Tactic I.4

Sewerage and Water Board of New Orleans Tracking Tool for Commitments to City Council April 2014

Status Key On Target Not Started Delayed Needs Attention

Topic	Commitment	Target Date	Status	Next Steps	Strategic Plan Reference
IV. Operational Reforms	E. Evaluate reduction in late payment fee, disconnect fee, returned check fee, and deposits.	March 2013 original June 2013 revised	On target.	Recommendation to maintain existing schedule of fees pending review of first full year of revenues approved by Board of Directors in July 2013.	Strategy III Tactic I.4
	A. Improve operations through performance measures, improved framework, and follow-up reviews to reduce future rate increases.	December 2017	On target.	Training program developed and delivered for pilot group of senior management. Performance measures being reviewed and developed.	Strategy II Tactic D Strategy IV Tactics B and H Strategy IV Tactic M
	B. Reduce free water and sewer service provided to municipal accounts by fifty percent from a baseline of 2010 usage.	December 2017	On target.	Quantity of free service reduced from 2010 to 2013 by 11.0%. School system billing initiated for consumption beginning July 2013. No changes to related laws were initiated for 2014 Louisiana legislative session.	Strategy II Tactic F
	C. Improve coordination between Sewerage and Water Board and Department of Public Works.	Not determined.	A joint team of Sewerage and Water Board engineers and Department of Public Works engineers work together in coordination of planning and construction for the FEMA Recovery Roads program.	Determine feasibility of performing street drainage maintenance work on a fee-for-service basis, subject to identification of funding requirements, establishment of a funding stream, and gaining necessary legislative authorizations.	Strategy I Tactics A.1, B.1, and C.4
	D. Improve ratepayer collections.	Not determined.	Plans to improve collections have recently focused on ensuring close compliance with schedules for non-payment turn-offs. The amount written off as uncollectable has reduced from 10.23% in 2010 to 1.52% in 2013.	Perform analysis to identify additional tactics to improve performance in this area.	Strategy IV Tactic G

Sewerage and Water Board of New Orleans
Tracking Tool for Commitments to City Council
April 2014

Status Key **On Target** **Not Started** **Delayed** **Needs Attention**





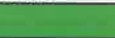



Topic	Commitment	Target Date	Status	Next Steps	Strategic Plan Reference
	E. Develop a long-term staff succession and training program.	Not determined.	A partnership between Delgado Community College, the Sewerage and Water Board of New Orleans and the JOB1 Business and Career Solutions Center has launched a worker training program aimed at increasing the pool of certified water and wastewater treatment personnel to meet the anticipated demand for workers to operate the systems. Delgado has applied to become a certification testing site.	In conjunction with the City's JOB1 program and Sewerage and Water Board, Delgado Community College will develop training to increase the pool of certified personnel to meet the needs of the capital improvement program. Knowledge management and succession planning objectives have been added to several senior management goals.	Strategy V Tactic G
	F. Perform annual water audit to measure progress and critical needs.	Ongoing.	On target. Water Audits have been performed for 2008 through 2012 as part of the 2013 update of the 2011-2020 Financial Plan.	Completed. Improve measurement capabilities for water production volumes. Monitor results of water line replacement program for reductions in water loss.	Strategy IV Tactic K
	G. Enhance long range planning by developing a Facilities Plan for 2015-2035.	December 2013	On target. Contract awarded in November 2013.	Consultant to develop a Water Purification Facilities Plan for 2015-2035 to identify the capital investments that will be needed beyond the immediate needs identified in the current capital improvement program.	Strategy I Tactic F.1
	H. Develop new sources of funding other than water and sewer rate increases.	Ongoing.	On target. New revenue stream established for handling wastewater from mobile containers, such as portable toilets and shipping containers, resulted in \$379,539.40 additional sewer revenue.	Analyze opportunities for providing wholesale water service over long distances.	Strategy II Tactic I
	Repay funds owed to Department of Public Works.	December 2016	On target. Sewerage and Water Board repaid \$4,763,858.77 to Department of Public Works at year-end 2013. Amount was lower due to lower-than-forecast obligation by drainage system.	Pay remaining obligation owed to the Department of Public Works in three equal installments beginning December 2014.	Strategy II Tactic E

Sewerage and Water Board of New Orleans

Tracking Tool for Commitments to City Council

April 2014

Status Key  On Target  Not Started  Delayed  Needs Attention

Topic	Commitment	Target Date	Status	Next Steps	Strategic Plan Reference
V. Economic Opportunities	A. Create economic opportunities consistent with City of New Orleans programs for participation by economically disadvantaged and local business enterprises.	Not determined.		For contracts with DBE participation 2013: Goods and Services \$275,314 or 30.0%, Construction \$13,452,287 or 37.6%, and Professional Services \$4,374,213 or 35.0%. Sewerage and Water Board will continue to create economic opportunities for participation by economically disadvantaged and local business enterprises through Construction Review Committee and Staff Contract Review Committee recommendations and DBE vendor support and training.	Strategy IV Tactics F and L
	A. Water System Improvements Replacement and rehabilitation of water purification plant facilities. Replacement and rehabilitation of water pumping facilities. Replacement of water system transmission and distribution mains. \$277,000,000	December 2020		On target. Progress on capital projects will be reported as part of Item VII.G below.	Complete bond feasibility study. Revise bond covenants. Issue water system revenue bonds. Strategy I Tactic A.1 through A.5
VI. Capital Improvement Program	B. Replacement and rehabilitation of sewer system collection pipes required by Federal Consent Decree. \$314,000,000	December 2020		On target. Progress on capital projects will be reported as part of Item VII.G below.	Complete bond feasibility study. Revise bond covenants. Issue sewer system revenue bonds. Strategy I Tactic B.1 through B.3
VII. WaterStat Reporting and City Council Oversight	A. Establish performance measures and targets as well as reporting methodology.	March 2013		On target. Measurements framework adopted, initial measurements identified, and measurements training delivered to senior management. Collection of performance data in progress. Additional graphs created.	Create capabilities for higher level strategic planning support and performance measures. Strategy IV Tactics A and B
	B. Implement a systematic approach to process documentation, analysis, and improvement.	June 2013		On target. Training program developed and contract for training delivery awarded. Departmental training plans developed in March 2014.	Business Skills training began in April 2014. Strategy II Tactic D Strategy IV Tactic H
	C. Perform follow-up reviews to document results and efficiencies achieved.	January 2014 original April 2014 revised		Not started.	Document and report improvement results. Strategy IV Tactic B
	D. Provide maps showing maintenance work completed, capital projects completed, and planned capital improvements.	January 2013 and Ongoing		On target. Maps have been printed, but processes for maintaining maps are time-consuming and manual.	Completed and ongoing. Strategy IV Tactic M
	E. Document FEMA receipts and uses of funds.	January 2013 and Ongoing		On target. Summary of FEMA receipts and uses of funds is provided to Board committees each month.	Completed and ongoing. Strategy IV Tactic M

Sewerage and Water Board of New Orleans
Tracking Tool for Commitments to City Council
April 2014

Status Key  On Target  Not Started  Delayed  Needs Attention

Topic	Commitment	Target Date	Status	Next Steps	Strategic Plan Reference
	F. Initiate annual meetings with citizens of each council district to regularly report on organizational performance results.	May 2014	Not started.	Prepare detailed written status reports on the plans and reforms listed in Exhibit B Amendment to Water and Sewer Rates Resolution as well as status of construction projects by City Council district.	Strategy IV Tactic M
	G. Provided written updates to the Clerk of the City Council.	Quarterly and As Requested.	On target.	This document serves as the detailed written status reports on the plans and reforms listed in Exhibit B Amendment to Water and Sewer Rates Resolution as well as status of construction projects by City Council district.	Strategy IV Tactic M



SEWERAGE AND WATER BOARD OF NEW ORLEANS

Inter-Office Memorandum

DATE: April 30, 2014
FROM: Bobby L. Nathan, EEO/Grievance Manager
TO: Bob Miller, Interim Executive Director
RE: The Equal Employment Opportunity Division
Activity Status Report for April 2014 Y.T.D.

I. Federal Equal Employment Activity

During the month of April 2014, there was no new EEOC Charges filed by the Sewerage and Water Board employees.

II. Status of the General Grievance Policy #26, The Equal Employment Opportunity Policy #86 and the Workplace Harassment Policy #87 are as follows:

Cases Year-to-Date:

There were four (4) Promotion(s) related Grievances filed and one (1) Retaliation.

III. Conference/Office Activity

1. Telephone calls:

There were thirty-six (36) telephone conferences held with employees, concerning/involving a job related issues in April. Field investigations are used when necessary.

2. Office Visits

Office Conferences are made by appointment or walk-in for the purpose of conference or counseling of employment issues or non-employment issues. There were seven (7) such consultations held during this period.

IV. **Grievance Committee Hearings this period:**

There were none during this period.

Bobby L. Nathan
Equal Employment Opportunity Officer