**MINUTES OF THE MEETING OF THE**

**LOUISIANA STATE MUSEUM**

**BOARD OF DIRECTORS**

**Monday, November 18, 2013**

**12:30 pm – The Old U.S. Mint**

**New Orleans, Louisiana**

The meeting of the Board of Directors of the Louisiana State Museum was called to order by Chairman Michael M. Davis at 12:30 p.m. at The Old U.S. Mint in New Orleans. A quorum was present.

Members Present: Jerry F. Adams; Robert A. Barnett; Madlyn B. Bagneris; Myrna B. Bergeron; William Curl; Michael M. Davis; Charles R. Davis; Rosemary Upshaw Ewing, Allen J. “AJ” Gibbs, Jeffrey Pipes Guice; Janet V. Haedicke, Ph.D.; Thomas Frère Kramer, M.D.; Aleta Leckelt; E. Ralph Lupin, M.D.; William J. Perret; M.D.; Lawrence N. Powell, Ph.D.; Anne F. Redd; Philip Woollam; and Diane K. Zink

Members Absent: H. Wayne McCullen; Donna Winters

Also Present: Robert Freeland, President, Friends of the Cabildo

Susan H. Maclay, Executive Director, Louisiana Museum Foundation

William Stark, Capitol Park Museum, Branch Director

Mark A. Tullos, Jr., Director, Louisiana State Museum

Robert E. Wheat, Deputy Director, Louisiana State Museum

**Approval of minutes**

Chairman M. Davis said to remove the text of the section on the Madame John’s Legacy conservation report from the October 14, 2013 minutes and instead insert the following paragraph:

The conservation and structural analysis project at Madame John’s Legacy is now completed. Greg Lambousy, Director of collections, has been coordinating this project for the Louisiana State Museum as part of a long-term preservation program for the historic site. The project was executed by the Tulane University Masters of Preservation Studies field school through a grant from the Division of Historic Preservation and matching funds from the Louisiana State Museum/Louisiana Museum Foundation. In conjunction with this project, Ryan Gray of the University of New Orleans Anthropology Department conducted an archaeological excavation of the site. The project team – architectural conservators, Dorothy Krotzer; Michael Henry, and John Stubbs, director of the Tulane Preservation Studies Department, presented their findings and recommendations to the LSM Board. Copies of the 400 page report were provided to the Board for review, as well as a project précis. Attached to the minutes is a copy of the project précis and the grant application narrative.

With this change, Ms. Bagneris MOVED, seconded by Ms. Ewing, to approve the October 14, 2013 LSM Board minutes. **Unanimously approved.**

Mr. M. Davis said the Public Comment item on the agenda has been removed and hereafter, after each item is discussed, the public may request permission to address the Board relative to that item for a period of time as directed by the Chair.

**Report of the Irby/Finance Committee**

Dr. Powell gave the Irby report.

Financials

The latest financials were distributed for the Committee’s review. Mr. Wheat said that the LSM came in under budget on the Operating Supplies for Exhibits. He requested authority to reallocate $98,000 from that category to the Advertising budget. Mr. Guice reminded Mr. Wheat that he had previously asked Mr. Smith for reports to back up the spending of the various advertising items and to explain how he arrived at his choice of said advertising within the budget. Mr. Smith said he will be providing support as each item gets completed. Mr. Guice said he had asked for the details at the previous meeting and had expected the report, as well as the reach, frequency, and return on investment prior to approving the $98,000. Mr. Smith said he would deliver the report with 48 hours. Seconded by Dr. Haedicke, the motion was **unanimously approved.**

Residential lease revisions

DCRT Counsel Julia George Moore’s temporary updates were distributed electronically to the committee:

The proposal is to make these recommended changes to the leases when they renew in February, 2014.

Revision 1 - Existing text:

Landlord acknowledges at the time of rental, the receipt of the sum of Dollar Amount of Total Rent ($0,000.00) Dollars for the first month’s rent and the sum of Dollar Amount of Base Rent ($0,000.00) Dollars for the deposit. The deposit is made at the initial commencement of the lease. Upon the renewal of the lease, the initial deposit will carry forward. The deposit sum is non-interest bearing and is held by the Landlord for the full and faithful performance of all of the terms and conditions of the lease by the Tenant.

Proposed text:

First Month’s Rent and Deposit

a. Landlord acknowledges that by or before the Commencement Date of the Lease Term, the receipt of the sum of Dollar Amount of Total Rent Dollars ($0,000.00) for the first month’s rent and the sum of Dollar Amount of Base Rent Dollars ($0,000.00) for the initial deposit (Deposit).

b. Upon the renewal of the lease, the Deposit will carry forward.

c. In the event the Base Rent increases, Tenant agrees to remit a supplement to the Deposit, equal to the difference between initial deposit and the increased Base Rent. Landlord shall calculate and invoice Tenant for the supplement to the deposit within the first month of the new term. Tenant shall pay the supplement to Landlord by or before the due date stated in the invoice.

d. The Deposit is non-interest bearing and is held by Landlord for the full and faithful performance of all of the terms and conditions of the Lease by Tenant.

Revision 2 - Existing text:

The Landlord agrees to turn the Leased Premises over to the Tenant broom-clean and free of all trash and the Tenant agrees to return the Leased Premises in the same condition or better at the termination of the lease. The failure of the Tenant to adhere to these terms will result in the Landlord withholding from the deposit pursuant to La. R. S. 9:3251 et. seq., any cleaning or repair costs associated with returning the apartment to a broom-clean and trash free condition, including all charges for damages, unreasonable wear, Tenant’s default, clean up, etc. Tenant agrees to keep the Leased Premises during the pendency of this lease at his expense in the same or better condition as they are at the inception of this lease and to return the Leased Premises to the Landlord at the termination of the lease in the same or better condition as they are at the inception of the lease, normal decay, wear, and tear excepted. The Tenant assumes the responsibility for the condition of the premises and the Landlord will not be responsible for damage caused by the Tenant's failure to promptly notify Landlord of any defects in the premises. Tenant will become responsible for any damage resulting to the Landlord or to any other parties caused by the Tenant's failure to provide prompt and timely notice of any such defects in the premises to the Landlord.

The Landlord reserves the right to visit and inspect the premises at any reasonable time by his agents or employees. The Landlord and its agents and employees may enter the premises at any time to make needed repairs to the premises which are deemed necessary by the Landlord.

Proposed text:

Tenant Responsibilities

a. During the Lease Term, Tenant agrees:

(i.) To keep the Leased Premises in the same or better condition as at the inception of this Lease at Tenant’s own expense, and to return the Leased Premises to Landlord at the termination of the Lease in the same or better condition as at the inception of the Lease, normal decay, wear, and tear excepted.

(ii.) To permit Landlord the right to visit and inspect the premises at any reasonable time by his agents or employees. Landlord may enter the premises at any time to make needed repairs to the premises which are deemed necessary by Landlord.

(iii.) To accept and assume the responsibility for the condition of the Leased Premises. Landlord is not responsible for damage caused by Tenant's failure to promptly notify Landlord of any defects in the premises. Tenant will become responsible for any damage resulting to the Landlord or to any other parties caused by the Tenant's failure to provide prompt and timely notice of any such defects in the premises to the Landlord.

d. At least thirty (30) days prior to the end of the Lease Term, Tenant shall provide Landlord written notification of Tenant’s intent to renew the Lease as described in Section 10.

e. At the end of the Lease Term, Tenant shall:

(i.) Turn the Leased Premises over to Landlord broom-clean, free of all trash and movable property. Tenant agrees that any movable property remaining on the Leased Premises at the end of the Lease Term shall be considered abandoned.

(ii.) Surrender all keys to the Leased Premises, as described in Section 12.

f. In accordance with R.S. 9:3251, Landlord may retain all or any portion of the Deposit which is reasonably necessary to remedy a default of the Tenant, including but not limited to labor and other expenses to clean and/or repair the Leased Premises; remove, store and/or dispose of any movable property; re-key or change the door locks and hardware; and/or to remedy unreasonable wear to the Leased Premises.

Revision 3 - Existing text:

Residential leasing of the Lower Pontalba Building is specifically governed by the provisions of La. R.S. 25:350. Therefore, Tenant will under no condition post a “For Rent” sign, make any assignment in whole or in part, sublet, or transfer the Leased Premises. No one who is added as a Permanent Occupant may assume the lease. Tenant specifically agrees to waive all rights to litigate the aforementioned issues of assignment or transfer.

Proposed text:

Lease may not be transferred, assigned, or subcontracted

a. Residential leasing of the Lower Pontalba Building is specifically governed by the provisions of La. R.S. 25:350 and Irby Policy and Procedure I-3.

b. Under no condition shall Tenant post a “For Rent” sign, make any assignment in whole or in part, sublet, or transfer the Leased Premises.

c. A Permanent Occupant shall not assume the Lease, through assignment, transfer or otherwise, unless and except, in the event of the death of the Tenant, the Permanent Occupant has assumed the Lease as a heritable obligation through succession. Under such circumstance, the Lease shall terminate upon expiration of the Lease Term; the Lease may not be renewed, extended or re-conducted by said Permanent Occupant.

Seconded by Dr. Lupin, the above three proposed temporary changes to the residential lease were **unanimously approved.**

Mr. M. Davis recommended that a formal thank you letter to Mr. Barnett be issued for initiating the discussion about changes being made to the residential lease. Ms. Bagneris MOVED, seconded by Dr. Powell, to issue a formal thank you to Mr. Barnett. **Unanimously approved.**

**Director’s Report**

This report was sent in advance. It is attached.

***Friends of the Cabildo* Report**

Robert Freeland gave his report.

Volunteer Hours were good for October. 1,852.50 hours.

Ghostly Galavant, Eat, Drink and Be Scary Party. There were 225 guests at the party and the FOC made $6,598.59 on the event.

There were also 219 Ghostly Tours, which made $4,420.00.

John Boutte will be playing at the Mint on November 15 for the FOC music series.

Upcoming events are as follows:

Faubourg St. Mary Tour - November 30th

FOC Member Christmas Party - December 11 at 1850 House

Creole Christmas December 27th and 28th

The Krewe of Hermes exhibit opening will be on Friday, January 10th, 2014 at 6:30 pm at the Presbytere.The Friends of the Cabildo will be hosting the grand opening ribbon cutting ceremony for the Louisiana State Museum’s newest exhibit, *Krewe of Hermes: Diamond Jubilee*, Friday January 10th at 6:30 p.m. There will be a panel discussion led by LSM Historian Karen Leathem with a presentation on the founding of the Krewe of Hermes, as well as the role it plays in the future of Carnival in New Orleans. At 7:30 p.m., a ribbon-cutting ceremony will take place and the exhibit will be open to all members. This exclusive opening is a members-only event and guests that would like to attend can contact the FOC office ahead of time to purchase a membership or the membership committee will be on hand the night of the event for new members.

There will be a special lunch with Henri Schindler and Wayne Phillips on Saturday, January 11th at 12:00 pm at Antoine’s Restaurant. For those guests that would like to go in-depth on carnival and have a great time as well, Krewe of Hermes Float Designer Henri Shindler and Louisiana State Museum Curator of Carnival Wayne Phillips will give a presentation on the Krewe of Hermes in the world famous 12th-Night room at Antoine’s Restaurant. Guests will enjoy a

3-course lunch while hearing the behind-the-scene stories of the Krewe of Hermes past in an intimate and festive setting. Please contact the FOC Office to reserve your spot!

Big Chief Donald Harrison and the Congo Square Nation will take place on Friday, January 31st at 7 pm at the Old U.S. Mint. $30 General Admission, FOC/LMF members pay $20.

Harrison, creator of “Nouveau Swing Jazz,” and a jazz saxophonist, is a born and raised New Orleanian. He created the Congo Square Nation in 1999 to keep the music of Congo Square and Mardi Gras Indians alive. As a member of the Mardi Gras Indians Guardians of the Flame, his father Donald Harrison, Sr. founded, Harrison merges Mardi Gras Indian music, jazz, funk, soul and rock to create a unique sound.  Tickets are extremely limited and no tickets will be sold at the door.

The next FOC Hidden Treasures: Carnival Edition will be Tuesday & Thursday, February 11th and 13th at 6 p.m. & 7 p.m. (nightly) at 1000 Chartres. $30 General Admission, FOC/LMF members pay $20.

Go behind the curtains as the Louisiana State Museum’s impressive Carnival Collection is opened for an exclusive behind-the-scenes viewing of historic costumes and other rarely seen artifacts.  Wayne Phillips, Curator of Costumes and Textiles for the Louisiana State Museum, will guide you through an in-depth look at Carnivals of years past through a tour of the storage rooms of the Museum, usually off limits to the general public. Reservations are required and no tickets are sold at the door.

Rex Den Showing will be on Saturday, February 1st 1–3 pm. $30 General Admission, FOC/LMF members pay $20.

***Louisiana Museum Foundation* Report**

Ms. Redd reported on the success of the LMF’s gala on November 2nd. She said everyone was having such a good time and she hasn’t seen people get into the gala this much in a long time.

Susan Maclay gave the detailed report.

Gala

First a huge thanks to everyone who supported the gala and an even huger thanks to the 10 honorary co-chairs who served as the “Bonnies and Clydes.” And now for the gala financials:

Revenue

* Received to Date: $171,329 (of which $10,350 was from auction)
* Outstanding pledges $ 36,500
* Grand Total $207,829

Expenses

* To Date: $43,177.82
* Outstanding $ 8,000.00
* Grand Total $51,177.82

Net Gala $156,651

Budgeted Net $140,000

So we came in over goal by about $16,500.

Membership

* Gala related memberships to date $37,500
* Outstanding pledges $ 4,000
* Grand Total $41,500

The budgeted goal is $125,000, so the LMF still has a way to go; however, this is expected, as they do not start seriously pursuing memberships until after the gala.

In addition to pursuing their largely New Orleans-based renewals and new memberships, the LMF will be hosting membership receptions throughout the state.

Lafayette is targeted for early January and Alexandria is targeted for the spring.

Baton Rouge and possibly one or two more cities are also being considered, and then they may go to cities outside of Louisiana where large expatriated numbers of Louisianans are living, such as Houston and New York

In addition to memberships, the LMF will also now start aggressively assisting the Museum Director in pursuing support for the Battle of New Orleans exhibit and the Music exhibit

Ms. Maclay passed out a sheet on grants that their grants staff person is pursuing with various curatorial staff.

There are only four remaining Program Partnering, Music at the Mint programs booked between now and December, as the Museum has put a moratorium on all bookings pending the starting of a new manager for the venue. Ms. Maclay thanked Greg Lambousy for having started and kept this program going. The programs are listed on www.musicatthemint.org

**Accessions Committee Report**

Dr. Perret said that the report was sent out in advance for the Board’s review. The report is attached. Dr. Perret MOVED for approval of the report. Seconded by Ms. Bagneris, the report was **unanimously approved.**

**New business**

Mr. M. Davis said there will be no Board meeting in December. The next Board meeting is scheduled for January 13th with the Irby/Finance Committee meeting earlier on the same day. Accessions meeting will be on January 8.

Mr. M. Davis noted that in the Director’s report, Mr. Wheat stated that Scott Boswell of Stanley requested permission to do painting, replace furniture and do other work at this restaurant. As it was noted, that request was inserted into the Board’s handbook that morning therefore, neither the Board nor Mr. Wheat had seen the request in advance. The Chair requested that that item be postponed to the next meeting during which time the Board and staff would be sufficiently informed so an approval could be given at the January Board meeting.

Dr. Lupin said since he is on the VCC Board, he knows they have authority over structural changes to buildings in the quarter. He said some citizens have expressed concern over proposed work being planned for the Cabildo. Dr. Lupin said he thinks the VCC Board should be informed about these improvements. Mr. R. Davis said money was put into Capital Outlay regarding the exterior structure of the Cabildo and an architect has been hired to look at the issues. This architect has a background in state preservation. As details become more available, they will be made known.

The ED White Christmas party will be on December 7.

Mr. Adams said the Patterson museum received the last replica of the WW-22. There will be a reception and unveiling on January 14, 2014.

Meeting adjourned.