

**MINUTES OF THE
LAKEFRONT MANAGEMENT AUTHORITY
BOARD MEETING
THURSDAY, AUGUST 26, 2021**

PRESENT:

Chair Wilma Heaton
Vice Chair David Francis
Commissioner Stanley Brien
Commissioner Sean Bruno
Commissioner Esmond Carr
Commissioner Monika Gerhart
Commissioner Eugene Green, Jr.
Commissioner Anthony Richard
Commissioner Howard Rodgers

ABSENT:

Secretary Thomas Fierke
Commissioner Stanley Cohn
Commissioner Dawn Hebert
Commissioner Renee Lapeyrolerie
Commissioner Pat Meadowcroft
Commissioner Bob Romero

STAFF:

Louis Capo – Executive Director
Madison Bonaventure – Assistant to the Executive Director/Board Secretary
Bruce Cain – Harbor Master
David Martin– Director of Engineering and Operations
Bruce Martin – Airport Director
Shelly Raborn – Human Resources Specialist

ALSO PRESENT:

Al Pappalardo– Real Estate Consultant to the LMA
Gerard Metzger– Legal Counsel to the LMA
Greg Alcus – Boathouse Tenant
Darren Alcus – Boathouse Tenant
Hymel “Trey” Babin – Legal Counsel to Messina’s Lakefront Airport, LLC
D. Raven Bailey – Muscular Therapy, LLC
Jay Baudier – Lake Vista Property Owners’ Association
Jordan Brimer – Schubert’s (Crescent City Marine, LLC)
Michelle Brimer – Schubert’s (Crescent City Marine, LLC)
Paul Caboche – Lake Vista Property Owners’ Association
Phalon Cornist – Lake Oaks Civic Association
Chris Hodgins – Sailboat Bay Apartments

Leo Hodgins – Sailboat Bay Apartments
Mike Gillen – South Shore Harbor Marina Tenant’s Association
Ray Landeche – Lakeshore Resident
Don Levy – Levy Land, LLC
Tom Long – Lake Vista Resident/Orleans Marina Tenant
Lyndon Saia – Boathouse Tenant
Alva See – New Orleans Design Group
Mickey Weiser – Schubert’s (Crescent City Marine, LLC)
Jessica Williams – Lake Terrace Resident

The regular monthly Board Meeting of the Lakefront Management Authority was held on Thursday, August 26, 2021 at the Lakefront Airport Terminal Building, 2nd Floor Conference Center, 6001 Stars and Stripes Blvd., New Orleans, Louisiana 70126, after due legal notice of the meeting was sent to each Board member and the news media and posted.

Chair Heaton called the meeting to order at 5:43 P.M., and Commissioner Rodgers led in the pledge of allegiance.

Executive Director Louis Capo called the roll, and a quorum was present.

OPENING COMMENTS:

Chair Heaton passed out a draft resolution granting emergency powers to the Executive Director of the Authority to Commissioners, and she requested that a fourteenth New Business item be added to the agenda in view of the incoming hurricane as staff’s spending authority and ability to enter contracts was very limited. She explained that the resolution, as printed, stated that the Executive Director must confer with the Chair of the Board, but she suggested that the resolution to also include that the Executive Director confer with the Chair of Finance during an emergency.

MOTION TO ADOPT AGENDA:

Chair Heaton read the motion relating to emergency powers aloud:

“Motion to grant the Chair of the Lakefront Management Authority and the Executive Director certain emergency powers when a State of Emergency has been declared by the Governor of Louisiana or the President of the United States that impacts the operations of the Lakefront Management Authority.”

A call for public comment was made. No comments were made.

A motion was offered by Commissioner Bruno, seconded by Commissioner Green, and was unanimously adopted to add the motion to the agenda as New Business Item No. 14 (XII. 14-082621).

A motion was offered by Commissioner Bruno, was seconded by Vice Chair Francis, and was unanimously approved to adopt the agenda.

ADOPTION OF THE MINUTES:

The motion to adopt the minutes of the Human Resources Committee Meeting of August 19, 2021 was deferred as the majority of the Committee members were not present.

A motion was offered by Commissioner Bruno, seconded by Vice Chair Francis, and was unanimously approved to adopt the minutes from the Board Meeting of July 22, 2021.

PUBLIC COMMENT:

Mike Gillen, President of the South Shore Harbor Marina Tenant Association, introduced himself to the Board. He said he was excited to have an ongoing relationship with the Board. Mr. Gillen passed out materials regarding the Association. He complimented the new Harbor Master, Mr. Bruce Cain, for his efforts in his role thus far. He explained that the Association had been revitalized, and Mr. Cain attended a meeting where he addressed concerns of the attendees. He invited Commissioners to visit the marina.

Chair Heaton said that the Commercial Real Estate Committee would be exploring options as to how to spur development at the 6701 Stars and Stripes site adjacent to the marina and tenants would be stakeholders in that development.

DIRECTOR'S REPORTS:

Director Capo introduced the LMA's new Harbor Master, Bruce Cain, Ret. Col. U.S. Army to the Board: Mr. Cain was born in Harahan, Louisiana and was raised in Bay St. Louis, Mississippi. Mr. Cain has lived in various cities as he served our country in the United States Army with multiple tours in active combat zones, including four tours in Iraq, one tour in Afghanistan, and a stint in GTMO Bay, Cuba dealing with detainee operations. He retired with over 34 years of honorable service with the rank of full Colonel. Mr. Cain has a record of accomplishments while leading large teams, including a team of over 1,000 personnel members and contractors, in a fast-paced environment and has a comprehensive background in:

- Customer Relations
- Finance: Budget Development and Implementation
- Personnel Management and Training
- Logistical Expertise and Supply Chain Management
- Operations and Maintenance Management

Chair Heaton introduced Commissioner Monika Gerhart to the Board as the appointment for Mayor Cantrell, and thanked Commissioner Gerhart for adjusting her schedule in order to attend the meeting, and due to her efforts, a quorum was achieved. She was advised that other Commissioners had family emergencies and other matters which prohibited them from attending. The Board warmly welcomed Commissioner Gerhart.

Director Capo expressed concern about the storm that was developing in the Gulf of Mexico. According to the 4:00 PM advisory, the storm was a potential hurricane and was headed for Louisiana's coast. He explained that the agency had a system called IRIS in which they could use to deploy messages to its stakeholders regarding floodgate closures executed by the Flood Protection Authority (FPA). He advised that the FPA would be closing some gates around the Airport the next day, and gates near Lakeshore Drive would likely close on Saturday evening.

Director Capo said that directors were discussing bringing staff in on the following Saturday to make additional preparations.

Bruce Martin, Airport Director, gave an update on the Airport facilities:

- He explained that the Airport facilities experience lulls in water pressure when the Sewerage and Water Board of New Orleans (SWBNO) works on plumbing along Downman Road and Hayne Boulevard. To alleviate the issue, David Martin, Director of Engineering and Operations, assembled a package for quotes for booster kits. They received reasonable quotes and have proceeded with the lowest quote as it was under Director Capo's spending authority.
- He advised that the ongoing Airport facility roofing projects were in good condition to withstand the incoming storm, including the National Guard Hangar. He explained that the next step in completing Hurricane Zeta damages in the National Guard Hangar was to conduct mold remediation and interior renovations, including flooring and drywall, so Ochsner's Medivac unit could be rehomed into their leased area/command center.
- He thanked the Board for considering the motion to authorize emergency powers. He explained that staff was delayed in executing certain contracts that would have prevented water from intruding into the hangar a couple weeks later due to a rain event following significant Hurricane Zeta damages. Director Capo reminded the Board about the downpour of water into the Hangar because of the weather event following Hurricane Zeta on November 25, 2020 after the November Board Meeting.
- He informed the Board that he and the Airport team conducted a successful quarterly tenant meeting where they updated stakeholders on pending FAA-funded Airport projects.
- He said that the Airport sold 177,226 gallons of fuel in July 2021. He reported that it was the most fuel ever sold in the month of July since inception of the Board in 2010. Commissioner Green asked why Mr. Bruce Martin believed that to be the case. He speculated that it could be because of the COVID-19 pandemic and corporate and/or individual concerns about flying commercially in larger airports and aircraft.

David Martin, Director of Engineering and Operations, gave a report on maintenance and engineering operations:

- He said the LMA maintenance team resolved a leak repair on Airport property whereby they had to remove several fittings and field fit new ones into place which took an unexpected amount of time to complete.
- He advised that he met with Director Capo and Mr. Cain to plan preparations for the storm. He was happy to have Mr. Cain's expertise on the team due to his experience with disaster preparation.
- He reminded the Board that the Lake Vista Community Center Roof Replacement Project, when originally bid, came in substantially over budget. He said the project had been repackaged and bid again to make the cost more attainable for the Authority. He said the project was a great benefit to the tenants who had experienced leak issues and appealed for their support to approve the lowest responsible, responsive bidder.

COMMITTEE REPORTS:

Airport Committee: Chair Heaton said the Airport Committee's report had been sufficiently covered.

Finance Committee: Chair Bruno explained that there were items on the agenda that the Committee recommended and that the items – such as budget amendments – were legislatively required.

Legal: Chair Heaton advised that Commissioner Cohn had a last-minute emergency and was unable to attend the meeting. Gerry Metzger, Legal Counsel to the LMA, reported that there was an Executive Session item regarding Lake Vista Building Restrictions, and no action was taken. Both items that had been discussed and reviewed thoroughly at the Legal Committee as well as the Airport Committee regarding Messina's Lakefront Airport, LLC were on the agenda.

Commercial Real Estate: Chair Francis said several items listed on the agenda related to leases, which had been recommended by the Committee. He said the Committee also discussed a method of approach for developing an RFP/Q for 6701 Stars and Stripes Boulevard, adjacent to the South Shore Harbor Marina.

Human Resources: Chair Francis explained that the Committee had recommended the revisions to the Employee Handbook, most of which concerned updates in Civil Service policies and other minor changes.

Marina: Chair Brien said the Committee had no actionable items; however, they received an important presentation from the FPA regarding the Orleans Marina Bulkhead Repair Project, which they had studied and would be funding. He explained that bids were expected by the FPA in November of this year.

Recreation/Subdivision: Chair Green said there was not a need to meet during the week of the Committee meetings, but an additional items had come up since then. He explained that the Authority participates in the residential development by issuing Letters of No Objections and some maintenance of subdivisions on the lakefront which were originally developed by the Orleans Levee District. At the request of the community members of Lake Oaks and Lake Terrace, he appealed to the Board to approve a resolution to stand in solidarity with those community members to have their respective subdivision restrictions included into the City Zoning Ordinance (CZO) so they could be enforced by the City of New Orleans Department of Safety and Permits. He reminded the Board that the resolution did not have the power of law; however, it would send a message to the City of New Orleans regarding the community's wishes.

Old Business:

- 1) **Motion to approve and ratify the closure of Messina's Runway Cafe in the Terminal at the New Orleans Lakefront Airport between January 6, 2021 and April 6, 2021 and the reduction of hours of operation to 11 a.m. until 3 p.m. between April 6, 2021 and December 31, 2021, and to approve the amendments of Messina's Restaurant and Special Events Lease in the Terminal on the minimum hours of operations,**

requirements for compliance with FAA Grant Assurance Agreements, including covenants for operations of Charter and Passenger Aviation Services in the Terminal at the Airport, and procedures for obtaining security for Special Events at the Terminal.

A motion was offered by Vice Chair Francis, seconded by Commissioner Rodgers, and was unanimously adopted to approve and ratify the closure of Messina's Runway Cafe in the Terminal at the New Orleans Lakefront Airport between January 6, 2021 and April 6, 2021 and the reduction of hours of operation to 11 a.m. until 3 p.m. between April 6, 2021 and December 31, 2021, and to approve the amendments of Messina's Restaurant and Special Events Lease in the Terminal on the minimum hours of operations, requirements for compliance with FAA Grant Assurance Agreements, including covenants for operations of Charter and Passenger Aviation Services in the Terminal at the Airport, and procedures for obtaining security for Special Events at the Terminal.

Gerard Metzger (Legal Counsel to the LMA) explained that a detailed summary outlining all the issues, most of which had been discussed in prior Committee and Board Meetings, was in their packets detailing matters including but not limited to hours of operation and DBE compliance. He reminded the Board that there were prior approvals granted by the Board for the closure of the restaurant; however, the Board had not yet ratified the closure of the restaurant between January 6, 2021 and April 6, 2021, although it had been brought forth at a prior meeting. He said that a proposed resolution to the Suite 121 was also drafted.

He explained that staff along with himself and Mr. Al Pappalardo's team, Real Estate Consultant to the LMA, had conducted an audit process of the lease and some of Messina's financial records to further identify issues and solutions. After meeting multiple times with Mr. Messina and his legal counsel, Mr. Hymel "Trey" Babin, they had arrived at an agreement.

He said that the resolution and lease amendment would also permit Mr. Messina to operate from 11:00 AM to 3:00 PM until a charter service was operating at the Airport, ensures Mr. Messina follows policies in such a way that would not threaten any FAA grant assurances, and the establishment of a procedure for security details.

Chair Heaton said the lease was heavily vetted and thanked staff, consultants, and Mr. Messina's team for working the issues out.

Mr. Babin, representing Mr. Messina, introduced himself to the Board and thanked them for their consideration of the ratification of closure and the new lease. He felt the new agreements were equitable.

MOTION: XI. 01-082621
RESOLUTION: XI. 01-082621
BY: COMMISSIONER FRANCIS
SECONDED: COMMISSIONER RODGERS

August 26, 2021

1) Motion to ratify and approve the closure of Messina’s Runway Cafe in the Terminal at the New Orleans Lakefront Airport between January 6, 2021 and April 6, 2021 and the reduction of hours of operation to 11 a.m. until 3 p.m. between April 6, 2021 and December 31, 2021, and to approve amendments of Messina’s Restaurant and Special Events Lease in the Terminal on the minimum hours of operations, requirements for compliance with FAA Grant Assurance Agreements, including covenants for operations of Charter and Passenger Aviation Services in the Terminal at the Airport, and procedures for obtaining security for Special Events at the Terminal.

RESOLUTION

WHEREAS, the Lakefront Management Authority (“Management Authority” or “Lessor”) is a political subdivision of the State of Louisiana and the governing authority of the non-flood protection assets of the Orleans Levee District (“District”);

WHEREAS, the Management Authority manages, operates and administers the New Orleans Lakefront Airport, located on the south shore of Lake Pontchartrain in the City of New Orleans, State of Louisiana (“Airport”), which is a non-flood protection asset owned by the Orleans Levee District (“District”);

WHEREAS, in November of 2013 Messina Lakefront Airport, L.L.C. (“Messina”) entered into a written lease agreement with the Management Authority for a restaurant and special events venue in the Terminal at the Airport, which lease was amended in March of 2015 to change the minimum days of operation from seven (7) days a week to six (6) days a week,(the “Lease”);

WHEREAS, after the lease was signed in November of 2013, Messina opened the Runway Cafe and Walnut Room on the leased premises in the Terminal (the “restaurant”) and hosted special events in the Terminal in accordance with the terms and conditions of the Lease;

WHEREAS, the Lease, as amended by the First Amendment to Lease, requires that the restaurant must be open for business six (6) days a week, Tuesday through Sunday, between the hours of 7 a.m. and 5 p.m.;

WHEREAS, the Coronavirus was declared a Pandemic in February of 2020 and resulted in governmental restrictions by State and local governments on the operation of public facilities, including restaurants in the City of New Orleans, to curb the spread of the Coronavirus;

WHEREAS, in August of 2020, Mr. George Messina, the managing member of Messina, informed the Management Authority that the continued operation of the restaurant under the governmental restrictions in effect was having an adverse financial impact on the restaurant business and that the operation of the restaurant under those conditions was not financially feasible;

WHEREAS, Mr. Messina also informed the Management Authority at that time that to fulfill the obligations under the Lease, including making rental payments, that it would be necessary to close the restaurant and requested the approval of the Management Authority to

close the restaurant for a period not-to-exceed 90 days between August 9, 2020 and November 9, 2020;

WHEREAS, the Management Authority at its meeting held on September 3, 2020 approved the request by Messina to close the restaurant for a period not-to-exceed 90 days between August 9, 2020 and November 9, 2020, with the lessee continuing to pay the base monthly and additional rent during the period of closure;

WHEREAS, at the Airport Committee meeting held on December 8, 2020, Mr. Messina informed the Committee that opening the restaurant at that time, in view of the continuing health crisis and governmental restrictions was still not financially feasible, and he requested an extension of the period to keep the restaurant closed through January 5, 2021;

WHEREAS, the Management Authority at its monthly meeting held on December 17, 2020 approved the request by Messina to keep the restaurant closed through January 5, 2021;

WHEREAS, at the Airport Committee meeting held on March 25, 2021, Mr. Messina informed the Committee that because of the health crisis and governmental restrictions that he had not been able to open the restaurant by January 5, 2021, and he requested another extension of the period to keep the restaurant closed between January 6, 2021 and April 6, 2021;

WHEREAS, after considering the request of Mr. Messina, the Airport Committee at its meeting held on March 16, 2021 voted to recommend that the Management Authority approve the request of Mr. Messina to keep the restaurant closed through April 6, 2021, with the lessee continuing to pay the base monthly and additional rent during the period of closure;

WHEREAS, the Management Authority at its monthly meeting held on March 25, 2021, after considering the recommendation of the Airport Committee, voted to refer this matter back to the Airport Committee to further consider the requests by Messina pending the resolution of other issues with the restaurant Lease and operations of Messina in the Terminal;

WHEREAS, Mr. Messina was not able to open the restaurant for the minimum hours of operation required under the restaurant Lease between 7 a.m. and 5 p. m. after April 6, 2021 because of the continuing health crisis, governmental restrictions and labor shortages, however, he did open the restaurant after April 6, 2021 between the hours of 11 a. m. and 3 p.m. Tuesday through Sunday;

WHEREAS, the Airport Committee at its monthly meeting held on April 13, 2021 considered a request by Messina for an amendment of the Lease to reduce the hours of operation of the restaurant and was informed by the Management Authority Staff that Messina had implemented, without the prior approval of the Management Authority, the requested reduced hours of operation of the restaurant after April 6, 2021, and in view of this information the Committee voted to recommend that the Management Authority issue a default notice to Messina to comply with the minimum hours of operation under the Lease;

WHEREAS, the Management Authority at its meeting on April 29, 2021, after considering the recommendation of the Airport Committee, voted to defer motions on ratifying the closure of the restaurant and issuing a notice of default pending a recommendation by the Legal Committee of the Management Authority on these issues to the Management Authority;

WHEREAS, thereafter the Staff, Real Estate Consultant and Legal Counsel of the Management Authority, pursuant to the instructions of the Legal Committee, engaged in discussions and negotiations with Mr. Messina on these and other lease issues and prepared recommendations on these issues to be made to the Airport and Legal Committees;

WHEREAS, after considering the requests of Mr. Messina and the proposed resolution of the other issues involving the Lease, the Airport Committee at its meeting held on August 17, 2021 and the Legal Committee at its meeting held on August 19, 2021 each voted to recommend that the Management Authority approve the request of Mr. Messina to ratify and approve the closure of the restaurant through April 6, 2021, approve the reduction of hours of operation of the restaurant to 11 a.m. until 3 p.m. between April 6, 2021 and December 31, 2021, and approve amendments of Messina's lease in the Terminal on the hours of operation, compliance with FAA Grant Assurance Agreements, including covenants for operations of Charter and Passenger Aviation Services at the Airport, and on procedures for obtaining security for special events held in the Terminal Atrium/ Lobby; and,

WHEREAS, the Management Authority at its monthly meeting held on August 26, 2021 resolved that it was in the best interest of the Airport and the Orleans Levee District to approve the recommendations of the Airport and Legal Committees on these issues.

THEREFORE, BE IT HEREBY RESOLVED, that the Lakefront Management Authority hereby ratifies and approves the request by Messina Lakefront Airport, L.L.C. to close the Messina's Runway Cafe in the Terminal at the New Orleans Lakefront Airport between January 6, 2021 and April 6, 2021; ratifies and approves the request to reduce the hours of operation to 11 a.m. until 3 p.m. between April 6, 2021 and December 31, 2021; and, approves amendments of Messina's Lease to revise the hours of operation of the restaurant to a minimum of six (6) days a week, Tuesday through Sunday, for a minimum of seven (7) hours per day between 8:00 a.m. and 3:00 p.m., and to provide that in the event that the Management Authority secures and/or enters into a lease agreement with a charter service operation or other passenger service business that operates in or from the Terminal that the restaurant will be open for business six (6) days a week, Tuesday through Sunday, for a minimum of nine (9) hours per day between 8:00 a.m. and 5:00 p.m.; to provide that all of Messina's operations in the Lobby/Atrium or other areas in the Terminal shall be in compliance with any applicable United States Department of Transportation Federal Aviation Administration Grant Assurance Agreements and rules and regulations relating to the operation of the Terminal and to further provide that in the event that the Management Authority secures and/or enters into a lease agreement with a charter service operation or other passenger service business that operates in or from the Terminal that all of Messina's operations in the Lobby/Atrium or other areas in the Terminal shall be in compliance with and subordinate to any applicable United States Department of Transportation Federal Aviation Administration Grant Assurance Agreements and rules and regulations relating to the operation of the Terminal; and, to provide that Messina shall comply with procedures established by the Management Authority to obtain security from the Orleans Levee District Police Department for Special Events held in the Terminal.

BE IT HEREBY FURTHER RESOLVED that the Management Authority Chair or Executive Director be and is hereby authorized to sign any documents necessary to carry out the above.

YEAS: Heaton, Francis, Brien, Bruno, Carr, Gerhart, Green, Rodgers, Richard

NAYS: -

ABSTAIN: -

ABSENT: Cohn, Fierke, Hebert, Lapeyrolerie, Meadowcroft, Romero

RESOLUTION PASSED: YES

2) Motion to approve a settlement of the amount of rent owed on Suite 121 in the New Orleans Lakefront Airport Terminal between December 2019 and August 2021 in the amount of \$16,250.00 and a one-year lease commencing on September 1, 2021 for Suite 121 for an annual rental of \$26,025.48 with Messina Lakefront Airport, LLC.

A motion was offered by Commissioner Richard, seconded by Commissioner Bruno, and unanimously adopted to approve a settlement of the amount of rent owed on Suite 121 in the New Orleans Lakefront Airport Terminal between December 2019 and August 2021 in the amount of \$16,250.00 and a one-year lease commencing on September 1, 2021 for Suite 121 for an annual rental of \$26,025.48 with Messina Lakefront Airport, LLC.

Mr. Metzger explained that the matter before the Board was a related issue which precipitated issues discussed in the prior motion. He reminded the Board that Mr. Messina's business did not have a lease for Suite 121, and his use was a result of prior discussions with a former Airport Director. He explained that the resolution was a proposed solution the issue and recommended that the proposed settlement be accepted. He explained further that the settlement was based on the current square footage rate paid on their master lease, and they would pay \$30 per square foot (market rate) moving forward with the new lease if approved. Importantly, he said the acceptance of the settlement would avoid litigation.

He explained that the lease would follow standard terms and conditions of other leases in the Airport including CPI adjustments, the payment of passthrough fees for insurances and utilities, and would be a year-long lease renewed automatically unless cancelled by either party no later than 60 days from expiration of the lease.

Commissioner Carr made the assertion that a "deal was made" regarding the use of Suite 121. Chair Heaton informed Commissioner Carr that representations made by a staff member were not representative of the Board's wishes. Commissioner Carr asked why they let the issue go on for so long. Director Capo explained that in December 2019 it was confirmed that Messina's was using the suite for storage, and himself along with Chair Heaton met with him to resolve the issue and said at that time the LMA put Mr. Messina on notice. Commissioner Carr questioned as to why they were allowed to stay. Chair Heaton said soon after, the holidays and then the COVID-19 pandemic struck. After consultation with the LMA's and Messina's legal counsel and multiple discussions at the Airport and Legal Committees, the issue has been brought forth after a holistic solution to all ancillary issues with the lease was determined.

Commissioner Carr thought it was unfair that Messina's was paying half of the back rent while the LMA was requesting \$50,000 from the residents of Lake Vista for sidewalk repairs. Chair Heaton asserted that the issues were not at all congruent. Commissioner Carr said they both concerned money.

Chair Heaton said that a settlement was reached at the request of the Board.

MOTION: XI. 02-082621
RESOLUTION: XI. 02-082621
BY: COMMISSIONER RICHARD
SECONDED: COMMISSIONER BRUNO

August 26, 2021

2) Motion to approve a settlement of the amount of rent owed on Suite 121 in the New Orleans Lakefront Airport Terminal between December 2019 and August 2021 in the amount of \$16,250.00 and a one-year lease commencing on September 1, 2021 for Suite 121 for an annual rental of \$26,025.48 with Messina Lakefront Airport, LLC.

RESOLUTION

WHEREAS, the Lakefront Management Authority (“Management Authority”) is a political subdivision of the State of Louisiana and the governing authority of the non-flood protection assets of the Orleans Levee District (“District”);

WHEREAS, the Management Authority manages, operates and administers the New Orleans Lakefront Airport, located on the south shore of Lake Pontchartrain in the Parish of Orleans, State of Louisiana, which is a non-flood protection asset owned by the Orleans Levee District (“Airport”);

WHEREAS, Messina Lakefront Airport, LLC (“Messina”) in November of 2013 entered into a long term lease with the Management Authority for a restaurant and special events venue in the Terminal at the Airport, and shortly thereafter Messina opened the Runway Cafe on the leased premises (the “restaurant”) and began hosting special events in the Atrium/Lobby in the Terminal;

WHEREAS, in December of 2019 Messina began to use Suite 121 in the Terminal for storage of furniture and equipment although no written lease was entered into with the Management Authority for use of Suite 121;

WHEREAS, earlier this year the Staff of the Management Authority and George Messina, the managing member of Messina, entered into discussions to resolve the issue of the amount of rent owed for use of Suite 121 by Messina since December of 2019;

WHEREAS, after extensive discussions and negotiations with Mr. Messina, the Staff resolved to recommend that the Management Authority accept an offer by Messina to settle this issue upon payment of the sum of \$16,250.00 by Messina, representing 50% of the per square footage rental rate paid by Messina between December of 2019 and August 2021 for Suites 122 and 125 leased by Messina in the Terminal;

WHEREAS, Messina also agreed to lease Suite 121 in the Terminal, commencing on September 1, 2021, which has 747 square feet, for \$30.00 per square foot, for an annual rental of \$22,410.00, and the lessee also will be responsible to pay as additional rent a pro-rata share of the insurance premiums, electricity and gas charges at the Terminal, which will be \$ 301.29 per month during the first year of the lease, for use of the suite in connection with its restaurant and special events businesses in the Terminal, and under the other terms and condition set forth below;

WHEREAS, the proposed lease would be for a term of one year, commencing on September 1, 2021, and would be automatically renewed each year for a one year term, subject to cancellation by either party on written notice given sixty (60) days prior to the expiration of

each annual term, for a base annual rental of \$22,410.00 payable in equal monthly installments of \$1,867.50, subject to a CPI adjustment of the annual base rental each year, and the lessee also will be responsible to pay as additional rent a pro-rata share of the insurance premiums, electricity and gas charges at the Terminal, which will be \$ 301.29 per month during the first year of the lease, and recalculated each year on the anniversary date of the lease. The total annual rent for the first year of the lease shall be \$26,025.48, payable in equal monthly installments of \$2,168.79 and the lease will include the standard terms and conditions for leases in the Terminal;

WHEREAS, the Airport Committee at its regularly scheduled meeting held on August 17, 2021 discussed the proposed settlement and lease for Suite 121, and the Committee voted to recommend that the Management Authority approve the settlement and lease with Messina under the terms and conditions set forth above; and;

WHEREAS, the Management Authority after considering the terms of the proposed lease resolved that it was in the best interest of the Airport and the Orleans Levee District to approve the proposed settlement and lease with Messina under the terms and conditions set forth above.

THEREFORE, BE IT HEREBY RESOLVED, that the Lakefront Management Authority approves the settlement of the claim for rent owed in the amount of \$16,250.00 and a lease of Suite 121 in the Terminal at the New Orleans Lakefront Airport with Messina Lakefront Airport, LLC, for a term of one year, commencing on September 1, 2021, which lease will automatically renewed each year for a one year term, subject to cancellation by either party on written notice given sixty (60) day prior to the expiration of each annual term, for a base annual rental of \$22,410.00 payable in equal monthly installments of \$1,867.50, subject to a CPI adjustment of the annual base rental each year, and the lease will provide that the lessee will be responsible to pay as additional rent a pro-rata share of the insurance premiums, electricity and gas charges at the Terminal, which will be \$301.29 per month during the first year of the lease, and recalculated each year on the anniversary date of the lease. The total annual rent for the first year of the lease shall be \$26,025.48, payable in equal monthly installments of \$2,168.79 and the lease will also include the standard terms and conditions for leases in the Terminal.

BE IT HEREBY FURTHER RESOLVED that the Lakefront Management Authority Chairman or Executive Director be and is hereby authorized to sign a written lease with Messina Lakefront Airport, LLC that includes the terms and conditions set forth above and any other documents necessary to carry out the above.

YEAS: Heaton, Francis, Brien, Bruno, Carr, Gerhart, Green, Rodgers, Richard

NAYS: -

ABSTAIN: -

ABSENT: Cohn, Fierke, Hebert, Lapeyrolerie, Meadowcroft, Romero

RESOLUTION PASSED: YES

3) Motion to approve a contract with US Restoration, LLC for mold remediation services at the National Guard Hangar at the New Orleans Lakefront Airport for an amount not-to-exceed \$160,656.38.

A motion was offered by Vice Chair Francis, seconded by Commissioner Bruno, and was unanimously adopted to approve a contract with US Restoration, LLC for mold remediation services at the National Guard Hangar at the New Orleans Lakefront Airport for an amount not-to-exceed \$160,656.38.

Mr. Bruce Martin explained that this endeavor would be a continuation of the work that was needed to remediate Hurricane Zeta damages. He said the new roof had been installed and the building had been dried in, and the LMA’s consultant on the project, RCL Consultants, LLC, had designed the specifications. He explained that it was an informal letter bid due to the estimated cost of the job falling below the state threshold. Three proposals had been submitted, and US Restoration, LLC submitted the lowest quote. They believed the firm was well-equipped to handle the job.

MOTION: XI. 03-082621
RESOLUTION: XI. 03-082621
BY: COMMISSIONER FRANCIS
SECONDED BY: COMMISSIONER BRUNO

August 26, 2021

3)Motion to approve a contract with US Restoration, LLC for mold remediation services at the National Guard Hangar at the New Orleans Lakefront Airport for an amount not-to-exceed \$160,656.38.

RESOLUTION

WHEREAS, the Lakefront Management Authority (“Management Authority”) is a political subdivision of the State of Louisiana and the governing authority of the non-flood protection assets of the Orleans Levee District (“District”);

WHEREAS, the Management Authority manages, operates and administers the New Orleans Lakefront Airport, which is a non-flood protection asset owned by the Orleans Levee District, located on the south shore of Lake Pontchartrain in the Parish of Orleans, State of Louisiana, (the “Airport”);

WHEREAS, Hurricane Zeta struck the City of New Orleans on October 28, 2020 causing damage at the Airport, including damage to the roof of the National Guard Hangar located on the east side of the Airport (the “Hangar”);

WHEREAS, before the roof at the Hangar could be repaired, a significant rain event occurred on November 25, 2020 that caused the roof at the Hangar to fail in certain areas, which resulted in extensive water intrusion in the Hangar;

WHEREAS, as a result of the failure of the roof at the Hangar, it was necessary for the Staff of the Management Authority to engage Global Disaster Service, L.L.C. for emergency mold prevention services in order to prevent more extensive damage and a complete loss of the Hangar, and the costs for the emergency services performed by Global Disaster Service, L.L.C. at the Hangar were approved by the Board by Resolution No. 02-012821;

WHEREAS, additional mold remediation services are needed before interior renovations take place and RCL Architecture, LLC (the “Consultant”) solicited quotes for mold remediation services and the quotes were as follows:

Smith Construction Co.	\$185,700.00
Global Disaster Services, LLC	\$176,000.00

US Restoration, LLC	\$160,656.38
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WHEREAS, the Management Authority after considering the recommendation of its Consultant resolved that it was in the best interest of the Management Authority and the Orleans Levee District to approve a contract with US Restoration, LLC for mold remediation services at the National Guard Hangar at the New Orleans Lakefront Airport for an amount not-to-exceed \$160, 656.38.

NOW, THEREFORE BE IT HEREBY RESOLVED, that the Lakefront Management Authority approves a contract with US Restoration, LLC for mold remediation services at the National Guard Hangar at the New Orleans Lakefront Airport for an amount not-to-exceed \$160,656.38.

BE IT FURTHER HEREBY RESOLVED that the Chair or Executive Director be and is hereby authorized to sign all documents necessary to carry out the above.

The foregoing was submitted to a vote, the vote thereon was as follows:

YEAS: Heaton, Francis, Brien, Bruno, Carr, Gerhart, Green, Rodgers, Richard

NAYS: -

ABSTAIN: -

ABSENT: Cohn, Fierke, Hebert, Lapeyrolerie, Meadowcroft, Romero

RESOLUTION PASSED: YES

4) Motion to approve a contract with US Restoration, LLC for drywall and flooring installation at the National Guard Hangar at the New Orleans Lakefront Airport for an amount-not-to exceed \$146,504.34.

A motion was offered by Vice Chair Francis, seconded by Commissioner Bruno, and was unanimously adopted to approve a contract with US Restoration, LLC for drywall and flooring installation at the National Guard Hangar at the New Orleans Lakefront Airport for an amount-not-to exceed \$146,504.34.

Mr. David Martin explained that the interior renovations pertained to the issue they described in the previous motion, and the process was an informal, unsealed bid due to the estimated cost of the job. US Restoration, LLC also provided the lowest quote and were equipped for the job.

MOTION: XI. 04-082621
RESOLUTION: XI. 04-082621
BY: COMMISSIONER FRANCIS
SECONDED BY: COMMISSIONER BRUNO

August 26, 2021

4)Motion to approve a contract with US Restoration, LLC for drywall and flooring installation at the National Guard Hangar at the New Orleans Lakefront Airport for an amount-not-to exceed \$146,504.34.

RESOLUTION

WHEREAS, the Lakefront Management Authority (“Management Authority”) is a political subdivision of the State of Louisiana and the governing authority of the non-flood protection assets of the Orleans Levee District (“District”);

WHEREAS, the Management Authority manages, operates and administers the New Orleans Lakefront Airport, which is a non-flood protection asset owned by the Orleans Levee District, located on the south shore of Lake Pontchartrain in the Parish of Orleans, State of Louisiana, (the “Airport”);

WHEREAS, Hurricane Zeta struck the City of New Orleans on October 28, 2020 causing damage at the Airport, including damage to the roof of the National Guard Hangar located on the east side of the Airport (the “Hangar”);

WHEREAS, before the roof at the Hangar could be repaired, a significant rain event occurred on November 25, 2020 that caused the roof at the Hangar to fail in certain areas, which resulted in extensive water intrusion in the Hangar;

WHEREAS, as a result of the failure of the roof at the Hangar, significant water damage and mold damage mitigation efforts required extensive demolition of the walls and flooring;

WHEREAS, flooring and drywall must be replaced in the Hangar as a result of the water intrusion in the Hangar and RCL Architecture, LLC (the “Consultant”) solicited quotes for drywall and flooring installation and the quotes were as follows:

Striker Construction Services, LLC	\$236,600.00
Smith Construction Co.	\$172,716.00
Global Disaster Services, LLC	\$151,000.00
US Restoration, LLC	\$146,504.34

WHEREAS, the Management Authority after considering the recommendation of its Consultant resolved that it was in the best interest of the Management Authority and the Orleans Levee District to approve a contract with US Restoration, LLC for drywall and flooring installation at the National Guard Hangar at the New Orleans Lakefront Airport for an amount not-to-exceed \$146,504.34.

NOW, THEREFORE BE IT HEREBY RESOLVED, that the Lakefront Management Authority approves a contract with US Restoration, LLC for drywall and flooring installation at the National Guard Hangar at the New Orleans Lakefront Airport for an amount not-to-exceed \$146,504.34.

BE IT FURTHER HEREBY RESOLVED that the Chair or Executive Director be and is hereby authorized to sign any and all documents necessary to carry out the above.

The foregoing was submitted to a vote, the vote thereon was as follows:

YEAS: Heaton, Francis, Brien, Bruno, Carr, Gerhart, Green, Rodgers, Richard

NAYS: -

ABSTAIN: -

ABSENT: Cohn, Fierke, Hebert, Lapeyrolerie, Meadowcroft, Romero
RESOLUTION PASSED: YES

New Business

1) Motion to approve the proposed revisions of the Employee Handbook for employees of the Lakefront Management Authority.

A motion was offered by Vice Chair Francis, seconded by Commissioner Richard, and was unanimously adopted to approve the proposed revisions of the Employee Handbook for employees of the Lakefront Management Authority.

Shelly Raborn, Human Resource Specialist, gave a presentation on the proposed revisions that were applied by staff and presented to and recommended by the Human Resources Committee.

She outlined changes that were necessary to reflect changes by the State Civil Service Commission. She indicated that new hires were given supplemental materials regarding updated policies and forwards any circulars relevant to policy changes to employees.

She indicated that the language regarding emergency work had been revamped after recommendations by FEMA staff so that payroll costs could be recoverable during a declared disaster.

Vice Chair Francis thanked Ms. Raborn for her efforts and commended her on her thorough knowledge and sharing her knowledge with the Committee and Board.

Chair Heaton thanked Ms. Raborn for her diligent efforts with the Authority. She explained that two years ago Ms. Raborn was named Employee of the Year, and Shelly is always willing to go the extra mile and assist however she can especially during challenging and short-handed periods. Ms. Raborn stays informed and ensures that the Authority complies with rules and keeps employees up to date.

Commissioner Green thought it was very wise to update the Handbook regularly, especially given the evolving SCS policies, federal laws, and new holidays. He thanked Ms. Raborn.

MOTION: XII. 01-082621
RESOLUTION: XII. 01-082621
BY: COMMISSIONER FRANCIS
SECONDED: COMMISSIONER RICHARD

August 26, 2021

1) Motion to approve the proposed revisions of the Employee Handbook for employees of the Lakefront Management Authority.

RESOLUTION

WHEREAS, the Lakefront Management Authority (“Management Authority”) is a political subdivision of the State of Louisiana and the governing authority of the non-flood protection assets of the Orleans Levee District (“District”);

WHEREAS, the Management Authority adopted an Employee Handbook as to establish general guidelines, policies, and procedures designed to assist the employees in performing

their job duties for the Management Authority on April 25, 2019 with an effective date of April 26, 2019;

WHEREAS, the Staff made revisions to the Employee Handbook and submitted it for review to the Human Resources Committee of the Management Authority;

WHEREAS, the Human Resources Committee reviewed the Employee Handbook submitted by Staff and made recommendations for certain revisions at its meeting held on August 19, 2021; and,

WHEREAS, the Management Authority after considering the Employee Handbook at its regularly scheduled Board Meeting held on August 26, 2021 resolved that it was in the best interest of the Management Authority to approve the Employee Handbook attached to this Resolution effective August 27, 2021.

THEREFORE, BE IT HEREBY RESOLVED, that the Lakefront Management Authority approves and adopts the revised Employee Handbook, a copy of which is attached to this Resolution, which shall be effective on August 27, 2021.

BE IT FURTHER HEREBY RESOLVED, that the Management Authority Chair or Executive Director be and is hereby authorized to sign any and all documents and take any and all actions necessary to carry out the above.

The foregoing was submitted to a vote, the vote thereon was as follows:

YEAS: Heaton, Francis, Brien, Bruno, Carr, Gerhart, Green, Rodgers, Richard

NAYS: -

ABSTAIN: -

ABSENT: Cohn, Fierke, Hebert, Lapeyrolerie, Meadowcroft, Romero

RESOLUTION PASSED: YES

3) **Motion to approve a budget amendment for FYE June 30, 2021 to reduce ad valorem tax revenue from \$1,995,000.00 to \$1,809,000.00.**

A motion was offered by Commissioner Bruno, seconded by Vice Chair Francis, and was unanimously adopted to approve a budget amendment for FYE June 30, 2021, to reduce ad valorem tax revenue from \$1,995,000.00 to \$1,809,000.00.

Director Capo explained that any differential change of more than five percent meant that the Authority was legislatively mandated to amend the budget. Commissioner Bruno concurred that was in fact state law to amend the budget, and if the budget amendment was not approved it could result in an audit finding.

MOTION: XII.02-082621

RESOLUTION: XII.02-082621

BY: COMMISSIONER BRUNO

SECONDED BY: COMMISSIONER FRANCIS

August 26, 2021

2) **Motion to approve a budget amendment for FYE June 30, 2021 to reduce ad valorem tax revenue from \$1,995,000.00 to \$1,809,000.00.**

RESOLUTION

WHEREAS, the Lakefront Management Authority (“Management Authority”) is a political subdivision of the State of Louisiana and the governing authority of the non-flood protection assets of the Orleans Levee District (“District”);

WHEREAS, by Resolution 03-042320, the Management Authority approved the General Operating budget for Fiscal Year Ending June 30, 2021;

WHEREAS, a review of the operations to date indicates that for accounting purposes, a budget amendment is necessary to be in budgetary compliance in the general operating budget:

Decrease in Revenue – Ad Valorem Tax Revenue

Budgeted:	Actual:
\$1,995,000.00	\$1,809,000.00

WHEREAS, the foregoing amendment is determined to reflect the projected operating requirements based on the latest revenue estimates.

WHEREAS, the Finance Committee at its August 26, 2021 meeting reviewed the revisions set forth above to the Fiscal Year Ending June 30, 2021 General Operating Budget and voted to recommend that the Management Authority approve this amendment to the Fiscal Year Ending June 30, 2021 Budget.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Management Authority approves the amendment set forth above to the Fiscal Year Ending June 30, 2021 General Operating Budget.

BE IT HEREBY FURTHER RESOLVED, that the Chair or Executive Director be and is authorized to sign any and all documents necessary to carry out the above.

The foregoing was submitted to a vote, the vote thereon was as follows:

YEAS: Heaton, Francis, Brien, Bruno, Carr, Gerhart, Green, Rodgers, Richard

NAYS: -

ABSTAIN: -

ABSENT: Cohn, Fierke, Hebert, Lapeyrolerie, Meadowcroft, Romero

RESOLUTION PASSED: YES

4) Motion to approve a budget amendment for FYE June 30, 2021 to reduce interest income from \$230,000 to \$7,950.00.

Director Capo advised that an amendment to the motion was needed. He clarified that \$116,500 was the originally projected amount, not \$230,000. A motion was offered by Vice Chair Francis, seconded by Commissioner Green, and was unanimously adopted to amend the motion accordingly.

A motion was offered by Commissioner Bruno, seconded by Commissioner Francis, and was unanimously adopted to a budget amendment for FYE June 30, 2021 to reduce interest income from \$116,500 to \$7,950.00.

MOTION: XII.03-082621
RESOLUTION: XII.03-082621
BY: COMMISSIONER BRUNO
SECONDED BY: COMMISSIONER FRANCIS

August 26, 2021

- 3) **Motion to approve a budget amendment for FYE June 30, 2021 to reduce interest income from \$116,500 to \$7,950.00.**

RESOLUTION

WHEREAS, the Lakefront Management Authority (“Management Authority”) is a political subdivision of the State of Louisiana and the governing authority of the non-flood protection assets of the Orleans Levee District (“District”);

WHEREAS, by Resolution 03-042320, the Management Authority approved the General Operating Budget for Fiscal Year Ending June 30, 2021;

WHEREAS, a review of the operations to date indicates that for accounting purposes, a budget amendment is necessary to be in budgetary compliance in the general operating budget:

Decrease in Revenue – Interest Income

Budgeted:	Actual:
\$116,500.00	\$7,950.00

WHEREAS, the foregoing amendment is determined to reflect the projected operating requirements based on the latest revenue estimates.

WHEREAS, the Finance Committee at its August 26, 2021 meeting reviewed the amendment set forth above to the Fiscal Year Ending June 30, 2021 General Operating Budget and voted to recommend that the Management Authority approve this amendment to the Fiscal Year Ending June 30, 2021 Budget.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Management Authority approves the amendment set forth above to the Fiscal Year Ending June 30, 2021 General Operating Budget.

BE IT HEREBY FURTHER RESOLVED, that the Chair or Executive Director be and is authorized to sign any and all documents necessary to carry out the above.

The foregoing was submitted to a vote, the vote thereon was as follows:

YEAS: Heaton, Francis, Brien, Bruno, Carr, Gerhart, Green, Rodgers, Richard

NAYS: -

ABSTAIN: -

ABSENT: Cohn, Fierke, Hebert, Lapeyrolerie, Meadowcroft, Romero

RESOLUTION PASSED: YES

- 4) **Motion to approve a transfer of \$435,700.00 from the Unrestricted Capital Reserves Account to fund the Lake Vista Community Center Roof Replacement Project, National Guard Hangar Mold Remediation Project, and National Guard Hangar Interior Building Renovations Project.**

A motion was offered by Commissioner Rodgers, seconded by Commissioner Richard, and was unanimously adopted to approve a transfer of \$435,700.00 from the Unrestricted Capital Reserves Account to fund the Lake Vista Community Center Roof Replacement Project, National Guard Hangar Mold Remediation Project, and National Guard Hangar Interior Building Renovations Project.

Director Capo advised that \$325,000 had originally been budgeted for the roof; however, the increase in building costs had risen substantially. He advised that the National Guard Hangar items were not budgeted for they were the result of Hurricane Zeta.

MOTION: XII. 04-082621
RESOLUTION: XII. 04-082621
BY: COMMISSIONER RODGERS
SECONDED BY: COMMISSIONER RICHARD

August 26, 2021

4) Motion to approve a transfer of \$435,700.00 from the Unrestricted Capital Reserves Account to fund the Lake Vista Community Center Roof Replacement Project, National Guard Hangar Mold Remediation Project, and National Guard Hangar Interior Building Renovations Project.

RESOLUTION

WHEREAS, the Lakefront Management Authority (“Management Authority”) is a political subdivision of the State of Louisiana and the governing authority of the non-flood protection assets of the Orleans Levee District (“District”);

WHEREAS, by Resolution No. 01-032521, the Management Authority approved the General Operating and Capital Project Budget for Fiscal Year Ending June 30, 2022;

WHEREAS, the Lake Vista Community Center is in need of roof replacement, and the National Guard Hangar is need of mold remediation services and interior work for the installation of dry wall and flooring resulting from Hurricane Zeta damages;

WHEREAS, a funding source was identified in the Capital Project Budget

Capital Project Budget

Decrease in Capital Reserve (Unrestricted)	(\$435,700)
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Increase in Capital Reserve (Unrestricted)

Lake Vista Community Center Roof Replacement	\$125,000
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National Guard Hangar Mold Remediation Project	\$160,700
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National Guard Hangar Interior Renovations Project	\$150,000
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Total Increase	\$435,700
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WHEREAS, the foregoing adjustments are determined to be in the best interest of the Authority to resolve these issues;

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Management Authority approves the revisions set forth above to the Fiscal Year Ending June 30, 2022 Capital Project Budget.

BE IT HEREBY FURTHER RESOLVED, that the Chairman or Executive Director be and is authorized to sign any and all documents necessary to carry out the above. The foregoing was submitted to a vote, the vote thereon was as follows:

YEAS: Heaton, Francis, Brien, Bruno, Carr, Gerhart, Green, Rodgers, Richard

NAYS: -

ABSTAIN: -

ABSENT: Cohn, Fierke, Hebert, Lapeyrolerie, Meadowcroft, Romero

RESOLUTION PASSED: YES

5) Motion to approve a contract with Roofing Solutions, LLC for an amount not-to-exceed \$407,448.00 for the Lake Vista Community Center Roof Replacement (Re-Bid) for Base Bid and Alternate 1.

A motion was offered by Commissioner Green, seconded by Vice Chair Francis, and was unanimously adopted to approve a contract with Roofing Solutions, LLC for an amount not-to-exceed \$407,448.00 for the Lake Vista Community Center Roof Replacement (Re-Bid) for Base Bid and Alternate 1.

Alva See, of the New Orleans Design Group, introduced himself to the Board. He said he had been working with LMA staff closely to advance the project. He advised that the project was significantly over budget after bids were accepted the first time, so the design was altered and repackaged to offer a more phased approach and was advertised again. He explained that the bids of the second submission were very tight, so he was confident that they communicated the scope of the project well.

Chair Heaton reminded the Board that the LVCC was an early voting site and expressed the importance of maintaining the building for the community.

MOTION: XII. 05-062421
RESOLUTION: XII. 05-062421
BY: COMMISSIONER GREEN
SECONDED: COMMISSIONER FRANCIS

August 26, 2021

5) Motion to approve a contract with Roofing Solutions, LLC for an amount not-to-exceed \$407,448.00 for the Lake Vista Community Center Roof Replacement (Re-Bid) for Base Bid and Alternate 1.

RESOLUTION

WHEREAS, the Lakefront Management Authority (“Management Authority”) is a political subdivision of the State of Louisiana and the governing authority of the non-flood protection assets of the Orleans Levee District (“District”);

WHEREAS, the Management Authority manages the Lake Vista Community Center located within the Lake Vista Subdivision in the Parish of Orleans, State of Louisiana, which is one of the non-flood protection assets owned by the District (the “LVCC”);

WHEREAS, the roof of the LVCC has not been renovated for many years, and the roof needs repairs due to its leaking and overall aging condition (the “Project”);

WHEREAS, the Management Authority issued an Invitation for Bids for the Project in accordance with the provisions of the Louisiana Public Bid Law, La. Rev. Stat. 38:2212, et seq., and received the bids for the Base Bid for the Project; however, the bids were rejected due to all bids exceeding the Project’s budget, and this issue was discussed at the June 17, 2021 Commercial Real Estate Committee Meeting;

WHEREAS, the Management Authority issued another Invitation for Bids with a reduction in scope of work for the Project with Alternates 1, 2, and 3, in accordance with the provisions of the Louisiana Public Bid Law, La. Rev. Stat. 38:2212, et seq., and received the following bids for the Base Bid, Alternates 1, 2, 3 and 4 for the Project:

Bidder	Base Bid	Alt. 1	Alt. 2	Alt. 3
Roofs Restored USA, LLC	\$217,600.00	\$212,000.00	\$33,500.00	\$161,500.00
RYCARS Construction, LLC	\$219,150.00	\$214,500.00	\$41,865.00	\$187,785.00
Progressive Services, Inc.	\$208,283.00	\$208,283.00	\$42,109.00	\$204,919.00
Roofing Solutions, LLC	\$206,438.00	\$201,010.00	\$40,181.00	\$174,780.00

WHEREAS, the Management Authority determined it was in the best interest of the District to select the Base Bid and Alternate 1 (“scope of work”) to remedy the roof leaks in a cost-effective manner;

WHEREAS, the Louisiana Public Bid Law requires that the contract for this Project be awarded to the lowest responsible and responsive bidder, as provided under Section 2212 of the Louisiana Public Bid Law;

WHEREAS, the bid submitted by Roofing Solutions, LLC for the Project was presented to the Commercial Real Estate Committee of the Management Authority at its meeting held on August 26, 2021, and the Commercial Real Estate Committee voted to recommend that the Management Authority accept the bid and approve a contract with Roofing Solutions, LLC, for the price and sum not-to exceed of \$407,448.00, for the scope of work for the Project; and,

WHEREAS, the Management Authority resolved that it was in the best interest of the Management Authority and District to accept the bid submitted by and approve a contract with Roofing Solutions, LLC, for the price and sum of \$ 407,448.00 for the scope of work for the Project.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Lakefront Management Authority hereby accepts the bid and approves a contract with Roofing Solutions, LLC, as the lowest responsible and responsive bidder, for the price and sum not-to-exceed of \$407,448.00, for the scope of work for repairs to the roof of the Lake Vista Community Center at the New Orleans Lakefront Airport.

BE IT FURTHER HEREBY RESOLVED that the Chairman or Executive Director be and is hereby authorized to sign all documents necessary to carry out the above.

The foregoing was submitted to a vote, the vote thereon was as follows:

- YEAS:** Heaton, Francis, Brien, Bruno, Carr, Gerhart, Green, Rodgers, Richard
- NAYS:** -
- ABSTAIN:** -
- ABSENT:** Cohn, Fierke, Hebert, Lapeyrolerie, Meadowcroft, Romero

RESOLUTION PASSED: YES

- 6) **Motion to approve a Lease of Suite 6504 in the Lake Vista Community Center with Muscular Therapy, LLC, for a term of five (5) years, commencing on September 1, 2021, for a monthly rental of \$1,267.91 during the five (5) year term of the lease, with a rent credit of \$634.50 per month over the first forty (40) months of the term of the lease, totaling \$25,380.00, conditioned on repairs and improvements to be made to the leased premises by the lessee within six (6) months of the commencement date of the lease, subject to the prior written approval and final approval after completion of the Director of Operations and Engineering and Executive Director of the Lakefront Management Authority, and under the standard terms and conditions for leases in the Lake Vista Community Center.**

A motion was offered by Commissioner Green and was seconded by Commissioner Brien to discuss.

Commissioner Carr asked how the value of the rent credit was determined. Mr. Metzger advised that it was negotiated after Mr. Pappalardo studied the issue and after Mr. David Martin reviewed the estimates from Blanchard Construction Company which were prepared for Dudley “Raven” Bailey, the proprietor of Muscular Therapy, LLC.

Mr. Pappalardo advised that the space had not been substantially renovated since 1952 with a total renovation necessary to bring the unit up to date to achieve a market rate tenant. Mr. Pappalardo advised that the unit had been available for about eight months with no interested parties. He explained that the tenant plans on investing about \$36,000, but the rent credit was not for that full value.

Mr. David Martin explained that he evaluated Mr. Bailey’s construction bid and identified items that the LMA would execute if the LMA were to renovate the unit themselves such as demolition of the ceiling, walls, reconfiguration of the restrooms, reconfiguration and updating of the electrical panel, etc. He concluded that the unit was in an advance state of disrepair with dated fixtures and electrical.

Commissioner Carr asked if Maison Du Lac, a New Basin Canal tenant, was under the same program. Mr. Metzger advised that the land lease was very different, and the lease dating back to the 1990s required that they make a certain monetary value of permanent improvements to be granted a 25-year extension. Director Capo advised that similar leases have been executed at the LVCC before and reiterated that a credit is only given for the items that must be done to market the unit to a market-rate tenant and not renovations which serve the tenant’s unique purposes.

Commissioner Carr abstained. All other Commissioners voted in favor. The motion carried.

MOTION: XII. 06-082621

RESOLUTION: XII. 06-082621

BY: COMMISSIONER GREEN

SECONDED BY: COMMSSIONER BRIEN

August 26, 2021

6) Motion to recommend approval of a lease of Suite 6504 in the Lake Vista Community Center with Muscular Therapy, LLC, for a term of five (5) years, commencing on

September 1, 2021, for a monthly rental of \$1,267.91 during the five (5) year term of the lease, with a rent credit of \$634.50 per month over the first forty (40) months of the term of the lease, totaling \$25,380.00, conditioned on repairs and improvements to be made to the leased premises by the lessee within six (6) months of the commencement date of the lease, subject to the prior written approval and final approval after completion of the Director of Operations and Engineering and Executive Director of the Lakefront Management Authority, and under the standard terms and conditions for leases in the Lake Vista Community Center.

RESOLUTION

WHEREAS, the Lakefront Management Authority (“Management Authority”) is a political subdivision of the State of Louisiana and the governing authority of the non-flood protection assets of the Orleans Levee District (“District”);

WHEREAS, the Lake Vista Community Center located in the City of New Orleans on Spanish Fort Boulevard is one of the non-flood protection assets of the District managed by the Management Authority;

WHEREAS, Muscular Therapy, LLC, a Louisiana limited liability company, (“Lessee”), has offered to lease Suite 6504, containing 895 square feet of space, on the first floor of the Lake Vista Community Center, which bears Municipal Address 6504 Spanish Fort Boulevard, New Orleans, LA 70124, (the “leased premises”), for a term of five (5) years, commencing of September 1, 2021, for a rental rate of \$17.00 per square foot, for a total monthly rent of \$1,267.91 during the five (5) year term of the lease, with a rent credit of \$634.50 per month over the first forty (40) months of the term of the lease, totaling \$25,380.00, conditioned on repairs and improvements to be made to the leased premises by Lessee within six (6) months of the commencement date of the lease, based on and in accordance with the repairs and improvements included in the cost estimate of Blanchard Construction Company, dated on May 5, 2021, subject to the prior written approval and final approval upon completion of the Director of Operations and Engineering and Executive Director of the Lakefront Management Authority, which repairs and improvements shall be authorized pursuant to all required permits, including from the City of New Orleans, obtained by and at the expense of lessee, and under the standard terms and conditions for leases in the Lake Vista Community Center;

WHEREAS, the proposed lease with Lessee for the leased premises was considered by the Commercial Real Estate Committee of the Management Authority at its meeting held on August 26, 2021, and the Committee voted to recommend that the Management Authority approve a lease with Lessee for the leased premises under the terms and conditions set forth above; and,

WHEREAS, the Management Authority after considering the proposed lease and recommendation of Staff and the Commercial Real Estate Committee resolved that it was in the best interest of the Orleans Levee District to approve the proposed lease with Lessee for the leased premises.

THEREFORE, BE IT HEREBY RESOLVED, that the Lakefront Management Authority approves a lease with Muscular Therapy, LLC of Suite 6504 in the Lake Vista Community Center, for a term of five (5) years, commencing of September 1, 2021, for a rental rate of \$17.00 per square foot, totaling \$1,267.91 per month during the five (5) year term of the lease, with a rent credit of \$634.50 per month over the first forty (40) months of the term of the lease,

totaling \$25,380.00, for repairs and improvements to be made to the leased premises by the Lessee, subject to the prior written approval of the Executive Director of the Lakefront Management Authority, and under the standard terms and conditions for leases in the Lake Vista Community Center;

BE IT HEREBY FURTHER RESOLVED that the Authority Chair or Executive Director be and is hereby authorized to sign any documents necessary to carry out the above.

The foregoing was submitted to a vote, the vote thereon was as follows:

YEAS: Heaton, Francis, Brien, Bruno, Gerhart, Green, Rodgers, Richard

NAYS: -

ABSTAIN: Carr

ABSENT: Cohn, Fierke, Hebert, Lapeyrolerie, Meadowcroft, Romero

RESOLUTION PASSED: YES

8) Motion to approve a lease of Orleans Marina Boathouse Site N-22 with Lyndon J. Saia for a term of five (5) years, commencing on July 1, 2022, with two (2) 5-year options to renew, for an annual rental effective on the commencement date of the lease of \$9,060.48, with CPI adjustments of the annual rental rate during the two option terms, in consideration of the payment of \$12,000.00.

A motion was offered by Vice Chair Francis, seconded by Commissioner Green, and was unanimously adopted to approve a lease of Orleans Marina Boathouse Site N-22 with Lyndon J. Saia for a term of five (5) years, commencing on July 1, 2022, with two (2) 5-year options to renew, for an annual rental effective on the commencement date of the lease of \$9,060.48, with CPI adjustments of the annual rental rate during the two option terms, in consideration of the payment of \$12,000.00.

Mr. Metzger and Director Capo reminded the Board that this was the third lease of its kind to come before the Board in recent memory. They advised that Mr. Saia's lease does not expire until July 31, 2022, and the new lease extension puts Mr. Saia's lease term in line with the other Orleans Marina boathouses.

MOTION: XII. 07-082621
RESOLUTION: XII. 07-082621
BY: COMMISSIONER FRANCIS
SECONDED: COMMISSIONER GREEN

August 26, 2021

7) Motion to approve a lease of Orleans Marina Boathouse Site N-22 with Lyndon J. Saia for a term of five (5) years, commencing on July 1, 2022, with two (2) 5-year options to renew, for an annual rental effective on the commencement date of the lease of \$9,060.48, with CPI adjustments of the annual rental rate during the two option terms, in consideration of the payment of \$12,000.00.

RESOLUTION

WHEREAS, the Lakefront Management Authority ("Management Authority") is a political subdivision of the State of Louisiana and the governing authority of the non-flood protection assets of the Orleans Levee District ("District");

WHEREAS, the Orleans Marina located at West End in the City of New Orleans is one of the non-flood protection assets of the Orleans Levee District under the management and control of the Management Authority;

WHEREAS, as owner of the Orleans Marina, the Orleans Levee District is authorized to lease its water bottoms and land as moorings for boats and construction of boathouses for fair and equitable rental rates, as provided under La.Rev.Stat. 38:336(A) and (B)(4);

WHEREAS, South Roadway Boathouse Site N-22 is leased by Lyndon J. Saia (“Mr. Saia”), pursuant to the terms of a written lease agreement effective on July 1, 1972, which has been amended four times to amend and add terms and conditions, including additional options to renew the lease, and the lease will expire on June 30, 2022;

WHEREAS, Mr. Saia agreed to enter a lease for boathouse site N-22 for a term of five (5) years, commencing on July 1, 2022, with two additional 5-year options to renew, which would extend the term of the lease if the options are exercised through June 30, 2037, agreed to pay a rental rate of \$3.63 per square foot, for an annual rental effective on the commencement date of the lease of \$9,060.48, with CPI adjustments of the annual rental rate during the two option terms, agreed to pay \$12,000.00, cash, as consideration for the lease, and also agreed that the lease will include the other standard terms and conditions for boathouse leases in the Marina (the “Lease”);

WHEREAS, if the two 5-year options are exercised, the term of the Lease for boathouse site N-22 will be consistent with the terms of the majority of the leases for boathouse sites in the Marina, and the consideration to be paid for the new Lease is an equivalent to the amounts paid by lessees for similar lease term extensions for the boathouse sites in the Marina over the past 20 years;

WHEREAS, this request was considered by the Commercial Real Estate Committee of the Management Authority at its meeting held on August 26, 2021 and the Committee voted to recommend that the Management Authority approve the Lease under the terms and conditions set forth above; and,

WHEREAS, the Management Authority after considering the proposed terms and conditions of the Lease resolved that it would be in the best interest of the Orleans Levee District to approve the Lease under the terms and conditions set forth above.

THEREFORE, BE IT HEREBY RESOLVED, that the Lakefront Management Authority approves a lease with Lyndon J. Saia for Orleans Marina Boathouse Site N-22 for five (5) years commencing on July 1, 2022, with two 5-year options to renew, for a rental rate effective on the commencement date of the lease of \$3.63 per square foot, for an annual rental of \$ 9,060.48, plus CPI adjustments during the two option terms, conditioned on payment of \$12,000.00, cash, as consideration for the lease, and the lease shall include the other standard terms and conditions for boathouse leases in the Orleans Marina.

BE IT FURTHER RESOLVED that the Chair or Executive Director of the Management Authority be and is hereby authorized to take any action and to sign all documents necessary to accomplish the above.

YEAS: Heaton, Francis, Brien, Bruno, Carr, Gerhart, Green, Rodgers, Richard

NAYS: -

ABSTAIN: -

ABSENT: Cohn, Fierke, Hebert, Lapeyrolerie, Meadowcroft, Romero

RESOLUTION PASSED: YES

8) Motion to approve a Lease with Crescent City Marine Group, Inc., for a term of ten years, commencing on September 1, 2021, with two (2) ten-year options to renew, for an annual rental of \$150,125.00, with CPI and appraisal adjustments of the rent during the term of the Lease.

A motion was offered by Commissioner Brien, seconded by Commissioner Richard, and was unanimously adopted to approve a Lease with Crescent City Marine Group, Inc., for a term of ten years, commencing on September 1, 2021, with two (2) ten-year options to renew, for an annual rental of \$150,125.00, with CPI and appraisal adjustments of the rent during the term of the Lease.

Mr. Metzger advised that the proprietors and managers of the business were in attendance, and legal counsel and staff had been working with the tenants to negotiate a new lease as their current lease was expiring soon. He said that the tenants would be responsible for all improvements, and all improvements with exception of the fuel tanks will revert to the Authority at the conclusion of the lease. He advised that the fuel tanks had been inspected for compliance and safety.

RESOLUTION: XII. 08-082621
MOTION: XII. 08-082621
BY: COMMISSIONER BRIEN

SECONDED BY: COMMISSIONER RICHARD

August 26, 2021

8) Motion to approve a Lease with Crescent City Marine Group, Inc., for a term of ten years, commencing on September 1, 2021, with two (2) ten-year options to renew, for an annual rental of \$150,125.00, with CPI and appraisal adjustments of the rent during the term of the Lease.

RESOLUTION

WHEREAS, the Lakefront Management Authority (“Management Authority”) is a political subdivision of the State of Louisiana and the governing authority of the non-flood protection assets of the Orleans Levee District (“District”);

WHEREAS, the Orleans Marina located in West End in the City of New Orleans is one of the non-flood protection assets of the Orleans Levee District under the management and control of the Management Authority (“Marina”);

WHEREAS, the former Board Of Commissioners of the Orleans Levee District (the “Board”) entered a written lease with Schubert’s Marine Sales and Services, Inc., dated on October 4, 1996, for property adjacent to the New Basin Canal in the Orleans Marina, identified as Tracts I, II and III and Open Slip N-1, as shown on O.L.B. Drawing LD-4079B, dated on October 23, 1996, and Tracts 3W and 4W, as shown on O.L.B. Drawing LD-4574, and under the terms of the Lease the use of the leased premises was restricted to industrial marine services, sales of marine products, a day store and for mooring and wharfage and a Fuel/Dock/Day Store;

WHEREAS, subsequently the Board approved a request by Schubert’s Marine Sales and Services, Inc. to assign the lease to Crescent City Marine Group, Inc., (“Crescent City Marine”), conditioned upon execution of a First Amendment of the Lease to include terms and conditions

set forth in the Board Resolution that approved the assignment of the lease, which amendment was executed and the lease was assigned to Crescent City Marine;

WHEREAS, after the assignment of the Lease and execution of the First Amendment to Lease by Crescent City Marine, the Lease was amended twice more by the Second Amendment to Lease that authorized the construction of a restaurant on the leased premises by a stated deadline, which was not done and the amendment was rescinded as provided under the terms of the Second Amendment, and by the Third Amendment to the Lease that authorized use of the Fuel Dock/Day Store located on the leased premises, consisting of approximately 1,270 square feet of gross building area and 9,171 square feet of land, as a standard restaurant, as defined in the Comprehensive Zoning Ordinance of the City of New Orleans (the original Lease and the amendments thereto are collectively referred to as the "Lease");

WHEREAS, the Lease will expire on August 31, 2021 and Crescent City Marine has agreed to enter a new lease for the property under the terms and conditions set forth below;

WHEREAS, the current lease for the property provides that upon the expiration of the lease that the buildings and improvements owned by Crescent City Marine, as lessee, located on the property will become the property of the lessor without payment of any compensation or other consideration to the lessee;

WHEREAS, the Staff of the Management Authority after discussions with representatives of Crescent City Marine had the property appraised by G. Geoffrey Lutz, a licensed Certified General Louisiana Real Estate Appraiser, and the appraised annual rental reported by Mr. Lutz for the land, water bottoms, buildings and improvements on the leased premises amounted to \$150,125.00 annually, broken down as follows: \$95,000.00 for the marine industrial land and improvements; \$35,000.00 for the restaurant land and improvements; and, \$20,125.00 additional rent for Tracts 3W and 4W to be used as boat docking with concierge services provided by Crescent City Marine;

WHEREAS, Crescent City Marine has agreed to lease the property, including the buildings and improvements located on the property, for the exclusive purpose of operating its marine sales and services business, for a primary term of ten years, commencing on September 1, 2021, with two (2) ten year options to renew, for an annual rent of \$150,125.00, which annual rent will be payable in monthly installments on the first day of each month and will be subject to a Consumer Price Index adjustment every five years and an adjustment based on an appraisal of the land, water bottoms, buildings and improvements located thereon every ten years; and, has also agreed that the proposed lease will include the standard terms and conditions for the lease of District property, including but not limited to, provisions providing that the lessee shall be responsible for payment of all repairs and replacements of the buildings and improvements on the leased property, taxes assessed on the personal property owned by lessee located on the leased property, procurement and payment of the premiums for personal property, liability, environmental liability, workers compensation, Longshoreman and Harbor Workers Compensation insurance and business interruption insurance in favor of Lessor, and that the lessee shall be responsible to reimburse the lessor for the insurance premiums for Property insurance and Flood Insurance to insure the buildings and improvements located on the leased property in amounts satisfactory to lessor, during the term of the lease, and also provide that the obligations of the lessee under the lease will be personally guaranteed by the majority owner of Crescent City Marine, Michael L. Weiser;

WHEREAS, the Staff of the Management Authority after discussions with representatives of Crescent City Marine engaged an environmental consultant, APTIM, Inc., to conduct a Phase I Environmental Site Assessment of the Crescent City Marine leasehold and the Phase 1 Report identified past reports and correspondence with the Louisiana Department of Environmental Quality concerning four (4) inactive underground storage tanks and three (3) active underground storage tanks located on the leasehold;

WHEREAS, the Phase I Environmental Site Assessment report did not find any recognizable environmental conditions that would at this time require responsive or corrective action concerning the underground storage tanks but did comment that future requirements and environmental standards may necessitate that action be taken to address known contamination, which could include the possible requirement to remove one or more of the underground storage tanks and to undertake remedial action;

WHEREAS, Crescent City Marine Group has agreed to retain ownership and complete responsibility for the underground storage tanks, gas pumps, gas lines and any equipment and facilities related to the underground storage tanks and/or dispensing and/or sale of fuel and any environmental liabilities on the leasehold for the term of the Lease and to obtain a policy of insurance naming the Orleans Levee District and the Lakefront Management Authority as additional insured parties and providing coverage for any future response, remedial, and removal actions required in or from the leasehold;

WHEREAS, the Commercial Real Estate Committee of the Management Authority at its monthly meeting held on August 26, 2021 considered the proposed lease, and voted to recommend that the Management Authority approve the proposed lease with Crescent City Marine under the terms and conditions set forth above; and,

WHEREAS, the Management Authority after considering the proposed lease and recommendation of Staff resolved it was in the best interest of the Orleans Levee District to approve a lease with Crescent City Marine under the terms and conditions set forth above.

THEREFORE, BE IT HEREBY RESOLVED that the Lakefront Management Authority hereby approves a lease with Crescent City Marine Group, Inc. of the property, including the buildings and improvements located on the property, adjacent to the New Basin Canal in the Orleans Marina, identified as Tracts I, II and III and Open Slip N-1, as shown on O.L.B. Drawing LD-4079B, dated on October 23, 1996, and Tracts 3W and 4W, as shown on O.L.B. Drawing LD-4574, and the leased premises shall be used for industrial marine services, sales of marine products and fuel, a day store and for mooring and wharfage, and a restaurant, consisting of 1,270 square feet Gross Building Area and 9,171 square feet of land, located on the leased premises used as a standard restaurant, as defined in the Comprehensive Zoning Ordinance of the City of New Orleans, with Tracts 3W and 4W to be used as boat docking with concierge services provided by Crescent City Marine Group, Inc., for a primary term of ten years, commencing on September 1, 2021, with two (2) ten year options to renew, for an annual rent of \$150,125.00, which annual rent will be payable in monthly installments on the first day of each month and will be subject to a Consumer Price Index adjustment every five years and a rental adjustment based on an appraisal of the land, water bottoms, buildings and improvements located thereon every ten years; and, the lease will also include the standard terms and conditions for the lease of Orleans Levee District property, including but not limited to provisions providing that the lessee shall be responsible for payment all repairs and replacements of the

buildings and improvements located on the leased property, and for procuring and payment of the premiums for personal property, liability, environmental liability, workers compensation, Longshoreman and Harbor Workers Compensation insurance and business interruption insurance, and provide that the lessee shall be responsible to reimburse the lessor for insurance premiums for Property insurance and Flood Insurance to insure the buildings and improvements located on the leased property in amounts satisfactory to lessor, during the term of the lease, include the other terms and conditions set forth above and also provide that the obligations of the lessee under the lease will be personally guaranteed by the majority owner of Crescent City Marine Group, Inc., Michael L. Weiser.

BE IT FURTHER HEREBY RESOLVED that the Chairman or Executive Director of the Lakefront Management Authority be and is hereby authorized to execute all documents necessary to carry out the above.

The foregoing was submitted to a vote, the vote thereon was as follows:

YEAS: Heaton, Francis, Brien, Bruno, Carr, Gerhart, Green, Rodgers, Richard

NAYS: -

ABSTAIN: -

ABSENT: Cohn, Fierke, Hebert, Lapeyrolerie, Meadowcroft, Romero

RESOLUTION PASSED: YES

9) Motion to approve an amendment of the Lease with Sailboat Bay Apartments, L.L.C to cancel the Third Amendment to Lease and remove certain property from the leased premises and cancel the obligation of the lessee to pay the rent specified under the Lease for the property removed from the leased premises, with all other terms and conditions of the Lease to remain unchanged and in full force and effect.

A motion was offered by Commissioner Brien, seconded by Commissioner Bruno, and was unanimously adopted to approve an amendment of the Lease with Sailboat Bay Apartments, L.L.C to cancel the Third Amendment to Lease and remove certain property from the leased premises and cancel the obligation of the lessee to pay the rent specified under the Lease for the property removed from the leased premises, with all other terms and conditions of the Lease to remain unchanged and in full force and effect.

Director Capo displayed an overhead map of the area in question and advised that the item was recommended by the Commercial Real Estate Committee. He said that since the new slips at Orleans Marina were built, with the amendment they would be removing a section of the leasehold to pick up a walkway area along the promenade to accommodate convenient access for new slips.

MOTION: XII. 09-082621

RESOLUTION: XII. 09-082621

BY: COMMISSIONER BRIEN

SECONDED: COMMISSIONER BRUNO

August 26, 2021

9) Motion to approve an amendment of the Lease with Sailboat Bay Apartments, L.L.C to cancel the Third Amendment to Lease and remove certain property from the leased premises and cancel the obligation of the lessee to pay the rent specified under the Lease

for the property removed from the leased premises, with all other terms and conditions of the Lease to remain unchanged and in full force and effect.

RESOLUTION

WHEREAS, the Lakefront Management Authority (“Management Authority”) is a political subdivision of the State of Louisiana and the successor of the former Board of Commissioners of the Orleans Levee District, (the “Board”), as the governing authority of the non-flood protection assets of the Orleans Levee District (the “District”);

WHEREAS, the Orleans Marina and certain adjacent properties located at West End in the City of New Orleans are non-flood protection assets of the Orleans Levee District under the management and control of the Management Authority;

WHEREAS, the Board, as lessor, entered into a written ground Lease Agreement, dated on December 10, 1971, (the “Lease”), of certain property adjacent to the Marina and more fully described in the Lease, for the construction of an apartment complex, with a predecessor of Sailboat Bay Apartments, L.L.C., the current lessee of the property, which acquired the rights of the lessee under the Lease by virtue of Act of Cash Sale and as set forth in the Fifth Amendment of the Lease signed on December 4, 1996;

WHEREAS, the Lease was amended six times after the Lease was signed on December 10, 1971 to amend and add additional terms and conditions to the Lease and as set forth above to recognize Sailboat Bay Apartments, L.L.C. as the lessee under the Lease;

WHEREAS, the Third Amendment to the Lease, dated on March 29, 1984, added to the leasehold an area of water bottoms in the Orleans Marina consisting of 3,750 square feet and a parking area consisting of 900 square feet of property adjacent to the leasehold, for an annual rental of \$1.00 per square foot, subject to rental adjustments as provided in the Lease, and as more fully described on the sketch annexed to the Third Amendment and marked for identification as Exhibit A-1;

WHEREAS, the Fifth Amendment to the Lease, dated on December 4, 1996, replaced Exhibit A-1 annexed to the Third Amendment to Lease with a corrected and revised Exhibit A-1 (the “additional leased area”);

WHEREAS, the Management Authority in 2019 approved the replacement and construction of new finger piers and pilings in the Marina identified as the Orleans Marina North and East Wall Slips Repairs Project (the “Project”), which included certain piers and pilings located adjacent to and on the water bottoms of the additional leased area;

WHEREAS, during construction of the Project finger piers and eight mooring pilings were removed from the additional leased area, which had been used to moor vessels by tenants of the Sailboat Bay Apartments;

WHEREAS, the owners of the Sailboat Bay Apartments notified the Staff of the Management Authority that they had no further need for the finger piers and mooring pilings that had been removed or for the parking lot located on the additional leased area and offered to release the additional leased area from the leasehold and cancel the Third Amendment to Lease conditioned on the cancellation of the obligation of the lessee to pay the rent owed under the lease for the additional leased area under the Lease;

WHEREAS, the Staff of the Management Authority reviewed this request and recommended that the Management Authority approve the offer to cancel the Third Amendment of the Lease, which among other things would provide space along the New Basin Canal for a

walkway for access to the parking lots and restrooms in the Marina by the tenants of the North and East Wall Slips;

WHEREAS, this request and the recommendation by the Staff was considered by the Commercial Real Estate Committee of the Management Authority at its meeting held on August 26, 2021, and the Committee voted to recommend that the Management Authority approve an amendment of the Lease to cancel the Third Amendment to Lease and thereby remove the additional leased area from the leased premises described in Exhibit A-1 annexed to the Fifth Amendment to Lease and cancel the obligation of the lessee to pay the rent specified under the Lease for the additional leased area; and,

WHEREAS, the Management Authority after considering the recommendations of the Staff and Commercial Real Estate Committee on this request resolved that it was in the best interest of the Orleans Levee District to approve an amendment of the Lease under the terms and conditions set forth above.

THEREFORE, BE IT HEREBY RESOLVED, that the Lakefront Management Authority hereby approves an amendment of the Lease with Sailboat Bay Apartments, L.L.C. to cancel the Third Amendment to Lease and remove the additional leased area from the leased premises described in Exhibit A-1 annexed to the Fifth Amendment to Lease and cancel the obligation of the lessee to pay the rent specified for the additional leased area under the Lease, with all other terms and conditions of the Lease to remain unchanged and in full force and effect.

BE IT FURTHER RESOLVED, that the Chairman or Executive Director of the Management Authority be and is hereby authorized to take any action and to sign any and all documents necessary to accomplish the above.

YEAS: Heaton, Francis, Brien, Bruno, Carr, Gerhart, Green, Rodgers, Richard

NAYS: -

ABSTAIN: -

ABSENT: Cohn, Fierke, Hebert, Lapeyrolerie, Meadowcroft, Romero

RESOLUTION PASSED: YES

10) Motion to approve a Lease of Boathouse W-21 Site, located at Municipal Address 7301 W. Roadway, with John Testa, for development of condominiums, commencing on September 1, 2021, for a term of fifty (50) years, with two additional options to renew, for a maximum lease term of 99 years, for an annual rental of \$47, 690.00, with CPI and appraisal adjustments of the rent and a transfer fee of three (3%) payable on the sale of the condominium units during the term of the Lease.

Chair Heaton advised that the item was not yet ready, so it would be returning to the Commercial Real Estate Committee as a couple issues needed to be resolved. A motion was offered by Vice Chair Francis, seconded by Commissioner Bruno, and was unanimously adopted to approve a Lease of Boathouse W-21 Site, located at Municipal Address 7301 W. Roadway, with John Testa, for development of condominiums, commencing on September 1, 2021, for a term of fifty (50) years, with two additional options to renew, for a maximum lease term of 99 years, for an annual rental of \$47, 690.00, with CPI and appraisal adjustments of the rent and a transfer fee of three (3%) payable on the sale of the condominium units during the term of the Lease.

11) Motion to authorize the Executive Director to enter into a Cooperative Endeavor Agreement with the Lake Vista Property Owners' Association and to accept the check of \$50,000.00 from the Lake Vista Property Owners' Association for the purpose of the Lake Vista Sidewalk Rehabilitation Project.

A motion was offered by Commissioner Bruno, seconded by Commissioner Richard, and was unanimously adopted to authorize the Executive Director to enter into a Cooperative Endeavor Agreement with the Lake Vista Property Owners' Association and to accept the check of \$50,000.00 from the Lake Vista Property Owners' Association for the purpose of the Lake Vista Sidewalk Rehabilitation Project.

Chair Heaton explained that for a long time the Board tried to obtain grant funds to repair sidewalks in the neighborhood. She explained that a few years ago the Board learned that grant compliance and grant matches were cost-prohibitive due to the significant cost of studies required before construction could begin. She said that the idea had been discussed by the LVPOA, but there was no use in executing an agreement until the LVPOA Board could produce the funds. Since the funds had been raised, the issue has resurfaced.

Director Capo advised that design solutions could be completed in-house, so costs are allocated towards construction.

Commissioner Carr requested to defer the motion because matters normally go through committees, and he had additional questions. He asked Commissioner Green, Chair of the Recreation/Subdivision Committee, what he thought. Commissioner Green felt that there was no reason for the matter to be delayed and details could be discussed and resolved at the Committee level after acceptance of the check. Commissioner Carr asked if a CEA was drafted. Director Capo said a CEA would be negotiated and drafted.

Chair Heaton said she put it on the agenda when she learned that the LVPOA delivered the check to the LMA office after Committee week, and they could not accept the check without a CEA for auditing purposes. She offered that the Board could defer it if they chose to. Chair Heaton stated that while the LMA could accept the check with adoption of the motion, they could also address the issues that concerned Commissioner Carr or other Commissioners.

Vice Chair Francis was in favor of the motion and said it was in good faith to accept the check since they had raised the money and wanted to collaborate with the LMA.

Chair Heaton offered that the CEA could go through the Legal Committee for review after it is drafted.

Commissioner Carr thought it was irresponsible to make a promise without budgeting for it. Chair Heaton assured him that was not the case. She said that the money for grant matches, for grants the Board would no longer pursue, was approved by the Board. Director Capo produced the FY2022 Capital Budget and identified where funds already had been allocated for a grant match for sidewalk repairs, but the LMA would no longer pursue grants.

Chair Heaton explained that this request came from the LVPOA, so the Authority was trying to work with them to arrive at a conservative solution to get problem areas remediated.

Commissioner Green said that it was in the best interest of the Authority and community to be as cooperative as possible.

MOTION: XII. 11-082621
RESOLUTION: XII. 11-082621
BY: COMMISSIONER BRUNO
SECONDED: COMMISSIONER RICHARD

August 26, 2021

11) Motion to authorize the Executive Director to enter into a Cooperative Endeavor Agreement (CEA) with the Lake Vista Property Owners' Association (LVPOA) and to accept the check of \$50,000.00 from the Lake Vista Property Owners' Association for the purpose of the Lake Vista Sidewalk Rehabilitation Project.

RESOLUTION

WHEREAS, the Lakefront Management Authority ("Authority") is a political subdivision of the State of Louisiana and the governing authority of the non-flood protection assets of the Orleans Levee District ("District");

WHEREAS, Lake Vista subdivision is one of the Lakefront subdivisions developed by the Orleans Levee District and whose subdivision restrictions provide for maintaining certain main parks, specifically Breeze, Ozone, Zephyr, Floral and Foliage Parks;

WHEREAS, the Authority passed various resolutions since 2012, including but not limited to resolutions 09-111512 and 06-102314, authorizing application for various Capital Outlay Program funding projects, including Lake Vista Sidewalk/Multi-Use Path Repairs, to include main park paths within the Authority's purview, including repair to existing paths which are broken in areas, widening existing paths, and/or repair/updating lighting along the main park paths ("The Project");

WHEREAS, the Louisiana Dept. of Transportation, Project Management Section, advised that the submitted application was conditionally accepted, maximum federal funds of \$400,000, and the Authority must accept certain terms and conditions and provide its resolution to La DOTD by March 31, 2015, with the understanding that the grant can be declined at any time prior to acceptance of federal funds;

WHEREAS, after much deliberation, the Authority desires to reduce the scope of the project and to employ a more cost-effective approach and wishes to work with the Lake Vista Property Owners' Association ("LVPOA") in repairing and replacing as much sidewalk as the LVPOA and the Authority can identify and provide funding;

WHEREAS, it would be in the best interest of the Orleans Levee District and the Authority to enter into a CEA with the LVPOA and to accept funding in the amount of \$50,000.00 from the LVPOA;

WHEREAS, the Authority has agreed to contribute \$100,000.00 as a match to the funds contributed by the LVPOA;

THEREFORE, BE IT HEREBY RESOLVED, that the Authority does hereby authorize the Authority Chair or Executive Director to enter into a CEA with the LVPOA and to accept

\$50,000.00 from the LVPOA and the Authority will contribute \$100,000.00 to the Lake Vista Sidewalk Rehabilitation Project;

BE IT HEREBY FURTHER RESOLVED, that the Authority Chair or the Executive Director is hereby authorized to sign any and all documents necessary to carry out the above.

YEAS: Heaton, Francis, Brien, Bruno, Carr, Gerhart, Green, Rodgers, Richard

NAYS: -

ABSTAIN: -

ABSENT: Cohn, Fierke, Hebert, Lapeyrolerie, Meadowcroft, Romero

RESOLUTION PASSED: YES

12) Motion to approve an amendment of the contract with Ericksen Krentel, L.L.P. for the annual audit requested by the Louisiana Legislative Auditor to provide for notification and indemnification by the auditor for any non-permitted use or disclosure of information of the Lakefront Management Authority.

A motion was offered by Commissioner Bruno, seconded by Vice Chair Francis, and was unanimously adopted to approve an amendment of the contract with Ericksen Krentel, L.L.P. for the annual audit requested by the Louisiana Legislative Auditor to provide for notification and indemnification by the auditor for any non-permitted use or disclosure of information of the Lakefront Management Authority.

Mr. Metzger informed the Board that the item had been recommended by the Finance Committee, and it gives the Authority additional protection in the event of breach of information as requested by the Louisiana Legislative Auditors. He explained that since it was a contract amendment, Board approval was necessary.

MOTION: XII. 12-082621
RESOLUTION: XII. 12-082621
BY: COMMISSIONER BRUNO
SECONDED BY: COMMISSIONER FRANCIS

August 26, 2021

12) Motion to approve an amendment of the contract with Ericksen Krentel, L.L.P. for the annual audit requested by the Louisiana Legislative Auditor to provide for notification and indemnification by the auditor for any non-permitted use or disclosure of information of the Lakefront Management Authority.

RESOLUTION

WHEREAS, the Lakefront Management Authority (“Management Authority”) is a political subdivision of the State of Louisiana and the governing authority of the non-flood assets of the Orleans Levee District (“District”);

WHEREAS, the Management Authority’s financial books and records are audited annually by an independent certified public accounting firm;

WHEREAS, the State of Louisiana Legislative Auditor (“Legislative Auditor”) issued a request for proposals for independent public accounting firms to prepare the audits for the Management Authority for the fiscal years ending June 30, 2018, June 30, 2019 and June 30, 2020 and thereafter entered a contract with the accounting firm of Ericksen Krentel, L.L.P to

perform the audits of the financial books and records of the Management Authority (the "Contract");

WHEREAS, the Management Authority was named as a party to the Contract and is obligated to pay the fees and costs for the annual audits as set forth in the Contract;

WHEREAS, the Legislative Auditor elected to extend the term of the contract with Ericksen Krentel, L.L.P to perform the audits for the fiscal years ending June 30, 2021, June 30, 2022 and June 30, 2023;

WHEREAS, the Legislative Auditor requested an amend of the Contract to provide for notification by the auditor of any non-permitted use or disclosure of Information of the Management Authority and indemnification for any damages caused to the Management Authority because of any non-permitted use or disclosure of Information the Management Authority;

WHEREAS, a copy of the Amendment to the Contract is attached to this Resolution; and,

WHEREAS, the Management Authority resolved that it was the best interest of the Management Authority and Orleans Levee District to approve the Amendment of the Contract with Ericksen Krentel, L.L.P., requested by the Legislative Auditor, a copy of which is attached to this Resolution.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Lakefront Management Authority hereby approves the amendment of the Contract for Professional Services with Ericksen Krentel, L.L.P., requested by the Louisiana Legislative Auditor, a copy of which is attached to this Resolution.

BE IT FURTHER HEREBY RESOLVED that the Management Authority authorizes the Chairman or Executive Director of the Management Authority to sign all documents necessary to carry out the above.

The foregoing was submitted to a vote, the vote thereon was as follows:

YEAS: Heaton, Francis, Brien, Bruno, Carr, Gerhart, Green, Rodgers, Richard

NAYS: -

ABSTAIN: -

ABSENT: Cohn, Fierke, Hebert, Lapeyrolerie, Meadowcroft, Romero

RESOLUTION PASSED: YES

13) Motion to approve a resolution strongly supporting the inclusion of the Orleans Levee District's Building Restrictions governing the Lake Oaks and the Lake Terrace Subdivisions again in the City of New Orleans Comprehensive Zoning Ordinance (CZO) including that no City of New Orleans building permit will be issued and no construction shall begin without first receiving a Letter of No Objection from the Lakefront Management Authority.

A motion was offered by Commissioner Green, seconded by Commissioner Richard, and was unanimously adopted to approve a resolution strongly supporting the inclusion of the Orleans Levee District's Building Restrictions governing the Lake Oaks and the Lake Terrace Subdivisions again in the City of New Orleans Comprehensive Zoning Ordinance (CZO) including that no City of New Orleans building permit will be issued and no construction shall begin without first receiving a Letter of No Objection from the Lakefront Management Authority.

Commissioner Green explained that the Authority issues Letter of No Objections (LNO), but some of the neighborhoods were no longer included in the CZO. It was Director Capo's and Commissioner Green's understanding if their restrictions are included in the CZO then the relevant restrictions can be enforced by the Department of Safety and Permits. He understood that this request would assist in the enforcement of the restrictions.

Chair Heaton said this was a means for the LMA to support the community in their request, and community members had called the LMA office for assistance on the matter.

Commissioner Carr said that Phalon Cornist, President of the Lake Oaks Civic Association, was in attendance. Mr. Cornist thanked the Board for their support. Mr. Cornist read a statement from Ms. Haspel regarding the challenges involving the Lake Terrace Subdivision's Building Restrictions' exclusion from the CZO.

Commissioner Green thanked the neighborhoods for working together for a common goal.

MOTION: XII. 13-082621
RESOLUTION: XII. 13-082621
BY: COMMISSIONER GREEN
SECONDED BY: COMMISSIONER RICHARD

August 26, 2021

13) Motion to approve a resolution strongly supporting the inclusion of the Orleans Levee District's Building Restrictions governing the Lake Oaks and the Lake Terrace Subdivisions again in the City of New Orleans Comprehensive Zoning Ordinance (CZO) including that no City of New Orleans building permit will be issued and no construction shall begin without first receiving a Letter of No Objection from the Lakefront Management Authority.

RESOLUTION

WHEREAS, the Lakefront Management Authority ("Management Authority") is a political subdivision of the State of Louisiana and the governing authority of the non-flood protection assets of the Orleans Levee District ("District");

WHEREAS, as part of the development of the Lakefront on Lake Pontchartrain in the City of New Orleans, the former Board of Commissioners of the Orleans Levee District (the "Board") developed the Lake Vista, Lakeshore, Lake Terrace and Lake Oaks subdivisions ("Lakefront Subdivisions");

WHEREAS, the Board also established Building Restrictions to govern use of the subdivision properties according to the general plans of development for the Lakefront Subdivisions and those restrictions were once a part of the City Zoning Ordinance ("CZO") of the City of New Orleans;

WHEREAS, the reinstatement of the Building Restrictions of the Lake Terrace and Lake Oaks Subdivisions into the City of New Orleans CZO would allow interested persons to view the Lakefront Building Restrictions and provisions of the CZO in one place which would streamline the process for applying for building permits in the Lake Terrace and Lake Oaks subdivisions

and would allow the City of New Orleans Department of Safety and Permits to enforce all relevant aspects of the Building Restrictions;

WHEREAS, members of the Lake Terrace Property Owners' Association and Lake Oaks Civic Association have requested that the Management Authority support the inclusion of their respective Building Restrictions in the CZO again and to ensure that no City of New Orleans building permit will be issued and no construction shall begin without first receiving a Letter of No Objection from the Lakefront Management Authority;

WHEREAS, the Management Authority resolved that it was in the best interest of the community that the New Orleans City Council supports the inclusion of the Lake Terrace and Lake Oaks Building Restrictions into the City of New Orleans Comprehensive Zoning Ordinance and make provisions to ensure that no City of New Orleans building permit will be issued and no construction shall begin without first receiving a Letter of No Objection from the Lakefront Management Authority.

THEREFORE, BE IT HEREBY RESOLVED, that the Lakefront Management Authority hereby authorizes the Executive Director to request that the New Orleans City Council incorporates the Lake Terrace and Lake Oaks Building Restrictions into the City of New Orleans Comprehensive Zoning Ordinance.

BE IT HEREBY FURTHER RESOLVED, that the Management Authority Chairman or Executive Director be and is hereby authorized to sign any and all documents and take any actions necessary to carry out the foregoing.

The foregoing was submitted to a vote, the vote thereon was as follows:

YEAS: Heaton, Francis, Brien, Bruno, Carr, Gerhart, Green, Rodgers, Richard

NAYS: -

ABSTAIN: -

ABSENT: Cohn, Fierke, Hebert, Lapeyrolerie, Meadowcroft, Romero

RESOLUTION PASSED: YES

14) Motion to grant the Chair of the Lakefront Management Authority and the Executive Director certain emergency powers when a State of Emergency has been declared by the Governor of Louisiana or the President of the United States that impacts the operations of the Lakefront Management Authority.

A motion was offered by Commissioner Francis and was seconded by Commissioner Richard to discuss the motion.

Chair Heaton suggested that the motion include that the Executive Director confer with the Chair of the Finance Committee as well during emergency declarations.

A motion was offered by Commissioner Richard and was seconded by Commissioner Green. All were in favor of the amendment. The motion carried.

She explained that this resolution would allow staff to operate through the next Board Meeting, and their ability to act sooner should save the Authority money. She apologized for the item was not included on the distributed agenda.

RESOLUTION: XII. 14-082621
MOTION: XII. 14-082621
BY: COMMISSIONER FRANCIS
SECONDED BY: COMMISSIONER RICHARD

August 26, 2021

Motion to grant the Chair of the Lakefront Management Authority, the Chair of the Finance Committee, and the Executive Director certain emergency powers when a State of Emergency has been declared by the Governor of Louisiana or the President of the United States that impacts the operations of the Lakefront Management Authority.

RESOLUTION

WHEREAS, the Lakefront Management Authority (“Management Authority”) is a political subdivision of the State of Louisiana and the governing authority of the non-flood protection assets of the Orleans Levee District (“District”);

WHEREAS, the Board of Commissioners of the Management Authority desires to automatically grant to the Chair of its Board certain emergency powers when a State of Emergency has been declared by the Governor of Louisiana or the President of the United States that impacts the operations of the Lakefront Management Authority (LMA); and

WHEREAS, those emergency powers shall include the power to authorize the expenditure or utilization of any LMA assets without prior authorization of the Board; the power to declare a state of emergency for the Orleans Levee District and rescind that declaration when it is no longer needed; the authority to delegate to the Executive Director of the LMA the power to authorize the expenditure or utilization of the LMA assets without prior authorization by the Board; and the authority to take steps necessary to protect the health and safety of the LMA employees.

BE IT HEREBY RESOLVED, that the Lakefront Management Authority hereby grants emergency powers to the Chair of its Board and its Executive Director when a State of Emergency has been declared by the Governor of Louisiana or the President of the United States that impacts the operations of the LMA.

BE IT FURTHER RESOLVED, That the granting of these powers occurs automatically, and without the need of further instrument or action, upon the occurrence when a State of Emergency has been declared by the Governor of Louisiana or the President of the United States that impacts the operations of the LMA.

BE IT FURTHER RESOLVED, That said emergency powers granted to the Chair and the Executive Director shall include:

- 1) The power to authorize the expenditure or utilization of any LMA assets without prior authorization of the Board;
- 2) The authority to delegate the power to authorize the expenditure or utilization of the LMA’s assets without prior authorization by the Board, to the Executive Director of the LMA, when the Chair and Chair of the Finance Committee determines conditions are such that an impending threat exists and immediate action is required.

3) The power to take steps necessary to protect the health and safety of the LMA employees.

BE IT FURTHER RESOLVED, that the Chair's delegation of authority to the Executive Director of the LMA is effective when the Chair, upon determining that conditions are such that an impending threat exists and immediate action must be taken,

BE IT FURTHER RESOLVED, That the Chair notify the other members of the Board of Commissioners of his/her actions by email, text message, or other written means delivered within 24 hours of taking such action.

BE IT FURTHER RESOLVED, that this resolution supersedes all prior resolutions of the Board delegating said emergency powers.

THEREFORE, BE IT HEREBY RESOLVED that the Lakefront Management Authority hereby approves grant the Chair of the Lakefront Management Authority and the Executive Director certain emergency powers when a State of Emergency has been declared by the Governor of Louisiana or the President of the United States that impacts the operations of the Lakefront Management Authority.

BE IT FURTHER HEREBY RESOLVED that the Chair or Executive Director of the Lakefront Management Authority be and is hereby authorized to execute all documents necessary to carry out the above.

The foregoing was submitted to a vote, the vote thereon was as follows:

YEAS: Heaton, Francis, Brien, Bruno, Carr, Gerhart, Green, Rodgers, Richard
NAYS: -
ABSTAIN: -
ABSENT: Cohn, Fierke, Hebert, Lapeyrolerie, Meadowcroft, Romero
RESOLUTION ADOPTED: YES

Announcement of next Regular Board Meeting:

- Thursday, September 23, 2021 – 5:30 P.M.

Chair Heaton said that there had been no additional proclamation to allow virtual public meetings from the Governor, so the Board had to meet in person. She said the Board would be kept apprised if circumstances changed regarding meeting attendance.

Adjournment:

A motion was offered by Vice Chair Francis, seconded by Commissioner Bruno, and was unanimously approved to adjourn the meeting. The meeting was adjourned at 7:03 PM.