

**MINUTES OF THE
LAKEFRONT MANAGEMENT AUTHORITY
BOARD MEETING
THURSDAY, SEPTEMBER 26, 2019**

The regular monthly Board Meeting of the Lakefront Management Authority was held on Thursday, September 26, 2019 at the Lakefront Airport Terminal Building, 2nd Floor Conference Center, 6001 Stars & 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. Commissioner Eames led in the pledge of allegiance. Louis Capo called the roll and a quorum was present.

PRESENT:

Chair Wilma Heaton
Commissioner Roy Arrigo
Commissioner Sean Bruno
Commissioner Esmond Carr
Commissioner Stanley Cohn
Commissioner Leila Eames
Commissioner Thomas Fierke
Commissioner Dawn Hebert
Commissioner Pat Meadowcroft
Commissioner Robert Watters

ABSENT:

Commissioner Stanley Brien
Commissioner Eugene Green
Commissioner Carla Major
Commissioner Chris Morvant
Commissioner Anthony Richard
Commissioner Robert Romero

STAFF:

Louis Capo – Executive Director
Shelly Raborn – Administrative Program Manager

Sarion Granger – Human Resources Analyst
Bruce Martin – Airport Deputy Director
Monique Bonnet – Accountant
Cynthia Grace – Finance Manager
Tyrone Powell – Airport Manager
Chandra Chaffin – Grants Administrator
Daniel Hill – Director of Operations & Engineering
Helaine Millner – Orleans Marina Manager

ALSO, PRESENT:

Al Pappalardo – Real Estate Consultant, P.C.I.
David Halpern – Tres Monet
Jimmy Casteay – Studio Network
Susan Cockburn
Marian Wallis – I.L.S.S. (Innovative Logistics Support Services)
Michelle Brimer – Schubert’s Marine
Joseph Fertittz – Resident
Mickey Jeiser – Schubert’s Marine
Nathan Junius – L.H.A.T.
Jordan Brimer – Schubert’s Marine
Virginia Miller – B.M.F. (Beurman Miller Fitzgerald)
Mary Kurnatowski – Lakeshore Landing
B. Wallk – Lakeshore Landing
Paul Dimitrios – R.C.L. (Richard C. Lambert Architecture, L.L.C.)
Monte Shalett – Lake Vista Property Owner Association
Mike Bush – President of Mississippi River Bank
Mike O’Connor – Vice President of Mississippi River Bank
Jeff Poree – Owner of Jeff Poree Plastering

OPENING COMMENTS:

Chair Heaton thanked the Commissioners who attended the Franklin J.P. Augustus Remembrance on Saturday, August 31, 2019 in the Terminal Airport Atrium. She commented that more than 300 people were in attendance. She distributed copies of the tribute program to the Board. Chair Heaton explained that she is partnering with the University of New Orleans to create a scholarship in the name of Franklin J.P. Augustus.

Chair Heaton introduced Daniel Hill, Director of Operations & Engineering, to the Board.

MOTION TO ADOPT AGENDA:

A motion was offered by Commissioner Fierke, seconded by Commissioner Watters, and unanimously adopted, to adopt the agenda.

MOTION TO APPROVE MINUTES:

- 1) A motion was offered by Commissioner Arrigo, seconded by Commissioner Cohn, to approve the minutes of July 25, 2019.
- 2) A motion was offered by Commissioner Watters, seconded by Commissioner Hebert, to approve the minutes of August 29, 2019.

PUBLIC COMMENTS:

Monte Shalett requested to defer his comments until the Board's discussion of the items.

DIRECTOR'S REPORT:

Louis Capo, Executive Director, stated that he and Cynthia Grace, Finance Manager, met with the external auditors. He stated that the auditors are supposed to have a draft report submitted to them next week, so that they can begin reviewing the audit report. Mr. Capo reported that the auditors have requested another extension, which is an additional cost. He explained that the Board will have to approve the Resolution granting the amount.

Mr. Capo stated that he is reviewing all the leases and pinpointing the issues.

Mr. Capo advised that a meeting with the Director of New Orleans Safety & Permits is scheduled for November 15, 2019 at 10:00 AM. He stated that they will have meetings every four to six weeks with the Director of New Orleans Safety & Permits.

Mr. Capo stated that they are reviewing the current fees that the Authority charges for a plan review. He explained that the current fee is \$50.00, however, the new fee will be based on the dollar value of the property.

Mr. Capo presented photos of the progress of Southshore Harbor covered boat slips project. He reported that some boats weren't moved timely, so the project is a little delayed.

Mr. Capo reported that the Terminal Elevator project has begun. Commissioner Fierke asked what's the anticipated completion date of the Terminal Elevator project. Chair Heaton responded that the anticipated completion date is March 02, 2020.

Mr. Capo reported that a pre-construction meeting with TKMJ is scheduled for Tuesday, October 1, 2019 at 10:00 AM; to discuss the North and East Wall at the Orleans Marina. Commissioner Arrigo distributed a letter from the contractor about the DBE's.

Mr. Capo reported that the build-out of the Moffett Hangar has begun. He explained that maintenance will obtain an office for inventory.

Mr. Capo reported that the Orleans Marina is experiencing electrical issues and the bulkhead is failing. Chair Heaton suggested that Daniel Hill, Director of Operations & Engineering, prepare a memo about the bulkhead, so that she can present it to the Flood Protection Authority (FPA).

Mr. Capo reported that the lights on the Seabrook Bridge are broken.

Mr. Capo reported that he spoke with the manufacturer and they are supposed to ship a new pedestal on September 30, 2019. Chair Heaton thanked Commissioner Carr for his efforts on this project.

Mr. Capo reported that they have received all the permits for the Southshore Harbor dredging project.

Mr. Capo reported that compared to July and August of last year to July and August of this year fuel sales are down by 46%.

Daniel Hill, Director of Operations & Engineering, reported that 70 work tasks order were completed by the LMA maintenance crew. He explained that he created a new work order request system that will be implemented on September 30, 2019.

COMMITTEE REPORTS:

Airport Committee:

Bruce Martin, Airport Deputy Director, stated that the milling of the runway is complete. He explained that the company is laying asphalt.

Mr. Martin reported that he has a meeting with the Federal Aviation Administration (FAA) and the Department of Transportation & Development on September 13, 2019 to discuss the Capital Improvement Plan.

Mr. Martin discussed recent events and upcoming events at the Airport Terminal.

Finance Committee:

Commissioner Bruno commended the Finance Department for their dedication and hard work during the robust audit.

Legal Committee:

The Legal Committee meeting for September was deferred.

Commercial Real Estate:

The Commercial Real Estate Committee meeting for September was deferred.

Marina Committee:

Commissioner Arrigo stated that the Committee discussed dredging, electrical issues, piers, and the covered boat slips.

Recreation/Subdivision Committee:

Commissioner Hebert stated that the Committee received an update on the Lakeshore Drive walking path, the Seabrook Boat Launch, the Roy Johnson, Jr. Memorial, and the parking signs along Lakeshore Drive.

OLD BUSINESS: None

PRESENTATION:

Chair Heaton presented Jeff Poree' with a Certificate of Appreciation for his superior plastering work on the historical Lakefront Airport Terminal.

She introduced Elise Grenier to the Board and invited her to update the Board on the Four Winds Fountain and the Lakefront Airport Terminal murals. Elise Grenier stated that the *Rio de Janerio – The Italian Sea Plane Santa Maria Flying over the City* mural was missing but located at the Louisiana State Museum and they transferred the title for the mural over to the Lakefront Management Authority. She explained the process of refurbishing the mural and mounting it on the wall. Mr. Poree' explained the process of plastering the wall and preventing moisture from damaging the painting in the future. Ms. Grenier stated that there are a few steps remaining in the restoration process of the mural.

Ms. Grenier presented the Board with photographs of the Four Winds Fountain designed by Enrique Alferéz. She explained the effect of the Hurricane Katrina flooding on the statues and fountain. She stated that the statues had to be treated for biological growth. She presented the Board with before and after photographs of the cleaning. During her cleaning process, she stated that she noticed that parts of the fountain had been whitewashed. She explained that the whitewashing is aesthetically pleasing, but it isn't good for the stability of the fountain. Ms. Grenier explained the cleaning process of the Four Winds Fountain. Chair Heaton thanked Ms. Grenier for her commitment and hard work.

Virginia Miller, B.M.F., stated that after Hurricane Katrina, the goal was to rebrand South Shore Harbor as a destination that offered food and shelter for boaters. She presented the Board with photographs of the South Shore Harbor after Hurricane Katrina. She discussed the accomplishments and upcoming events. She presented the Board with photographs of the South Shore Harbor construction and the final product of the construction. Commissioner Fierke questioned the name of the new LLC. Ms. Miller responded that the new name is Lakeshore Landing NOLA.

NEW BUSINESS:

- 1) Motion to approve the waiver of late fees owed under the Lease with Studio Network-Lakefront, LLC in consideration of payment by Studio Network-Lakefront, LLC of the outstanding rent owed and payment in advance of the rent through December 31, 2019.
 - Chair Heaton asked for the exact amount that Studio Network-Lakefront, LLC wants to waive. Louis Capo, Executive Director, responded that the amount is \$5,037.99. Commissioner Arrigo questioned if this action is allowable. Jeff Dye, Legal Counsel, responded that the waiver of the late fees will not affect the ability to enforce any other provisions of the existing lease with Studio Network-Lakefront, LLC. He explained that the lease is assignable, and it can be assigned under the existing lease agreement. Commissioner Arrigo questioned the waiver of the late fees. Mr. Dye responded that the waiver is permitted under state law and the lease agreement. He explained that the Authority is not prohibited from enforcing late fees in the future. Chair Heaton stated that a cashier check has already been delivered to the Authority.

Mr. Dye noted a typo in the Resolution. He stated that in the fifth “whereas” paragraph the plus late fees in the amount is stated as \$5,037.91, when the other references throughout the Resolution states the amount is \$5,037.99. He suggested that the correct amount be identified throughout the Resolution.

MOTION: 01-092619

RESOLUTION: 01-092619

BY: COMMISSIONER HEATON

SECONDED: COMMISSIONER WATTERS

September 26, 2019

- 1) Motion to approve the waiver of late fees owed under the Lease with Studio Network-Lakefront, LLC in consideration of payment by Studio Network-Lakefront, LLC of the outstanding rent owed and payment in advance of the rent through December 31, 2019.

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 South Shore Harbor Terminal site at South Shore Harbor Marina is one of the non-flood protection assets of the District under the management and control of the Management Authority;

WHEREAS, by Resolution 01-111915, the Management Authority authorized a lease with Studio Network-Lakefront, LLC (“Studio Network”) for the development of the South Shore Harbor Terminal site, and the Lease was signed on February 3, 2016 (the “Lease”);

WHEREAS, the rental payments under the Lease are \$14,000.00 per month and the last rental payment received from Studio Network was the rental payment owed for the month of June, 2019;

WHEREAS, Studio Network owes the Management Authority \$42,000.00 for rent for the period between July 1, 2019 and September 30, 2019, plus late fees in the amount of \$5,037.99, totaling \$47,037.99;

WHEREAS, Studio Network requested that the Management Authority waive the late fees owed of \$5,037.99 in consideration of Studio Network paying the outstanding rent owed and paying in advance the rent through December 31, 2019, totaling \$84,000.00; and,

WHEREAS, the Management Authority resolved that it was in the best interest of the Lakefront Management Authority to approve the request of Studio Network to waive the late fees owed by Studio Network under the Lease under the terms set forth above.

THEREFORE, BE IT HEREBY RESOLVED, the Lakefront Management Authority hereby waives the late fees owed by Studio Network-Lakefront, LLC under its Lease with the Lakefront Management Authority, in the amount of \$5,037.99, in consideration of Studio Network-Lakefront, LLC paying the outstanding rent owed and paying in advance the rent through December 31, 2019, totaling \$84,000.00.

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

YEAS: Heaton, Arrigo, Bruno, Carr, Cohn, Eames, Fierke, Hebert, Meadowcroft, Watters
NAYS: None
ABSTAIN: None
ABSENT: Brien, Green, Major, Morvant, Richard, Romero
RESOLUTION ADOPTED: Yes

2) Motion to authorize the institution of legal proceedings to evict West End Resources, Inc. d/b/a Mayer Yacht Services.

- David Halpern, Tres Monet Yacht Services, LLC, stated that his client is the current occupant of the Mayer Yacht Services site. He explained that several months ago, Mr. Mayer convinced his client to invest money into his business. He stated that his client wasn't given his due diligence. He explained that his client is aware that there is a claim for the assets and that there must be a formal posture to solve this issue. Mr. Halpern stated that his client wants peace and love and they just want to be able to operate at the site. He mentioned that his client would like to pay whoever the proper stakeholder is, whether it's Mississippi River Bank or the Lakefront Management Authority, to occupy the premises while the Authority figures out their best course of action is of dealing with this property.

Mr. Halpern stated that he texted his client to find out if he currently has liability insurance on the property and he believes that he does have liability insurance. Chair Heaton asked if he doesn't have a lease and he's not buying it, then how does he have liability insurance on the property. Mr. Halpern responded that he will find out if the property is insured. Chair Heaton mentioned that at the Joint Meeting of the Commercial Real Estate and Legal Committee it was explained that the property wasn't insured at that time. Mr. Halpern stated that if the property isn't insured, then Tres Bonne can get it tomorrow.

Chair Heaton stated that the tenant didn't exercise their option to renew their lease, however, they brought in other tenants without authority or clearance of the Board. She explained that the Board is voting to evict the current leaseholder.

Gerry Metzger, Legal Counsel, explained that the current leaseholder breached his lease when he attempted to reassign the lease to someone else. Mr. Metzger stated that what Mr. Halpern is asking for is premature at this stage. Mr. Capo commented that he and Mr. Metzger spoke with the Authority's insurance carrier and the Authority is insured.

- Mike Bush, President of Mississippi River Bank, stated that West End Resources is not a tenant, but they have a lease with the Lakefront Management Authority. He explained that Mayers Yachts is the tenant. Mr. Bush stated that the Mississippi River Bank wasn't notified of any augmentations. Chair Heaton asked Mr. Bush to clarify his statements. Mr. Bush explained that the original lease that West End Resources has with the Levee Board, there is knowledge in that lease that gave West End Resources the right to sublease to Quantum, Nick's Prop Shop, and to AMA (Associated Manufactures Agents, Inc.). He stated that the lease belongs to West End Resources and the bank has assets with West End Resources. Mr. Bush explained that the bank was given a Resolution that stated that the lease was in good order and not defaulted and that the bank would be notified of any defaults. He stated that the day that the Lakefront Management Authority signed the estoppel agreement, the lease was in default. He commented that he is only trying to give the Board some information on how bad the situation can go. He stated that he met with Mr. Halpern earlier and Mississippi River Bank is only interested in protecting its assets that they have mortgage on. Mr. Bush explained that the lease that was conducted in 2014, the LMA didn't give notice. He stated that he asked Mr. Capo and Mr. Metzger, and no one has been able to present the notice. Mr. Bush reiterated that he is trying to make the Board aware that this issue could go sideways and take a long time.

Mr. Bush stated that Tres Monet did a great job cleaning up the property. Commissioner Eames asked who does the Authority have the lease with. Mr. Metzger responded that the lease is with West End Resources, Inc. and that is the only party that can be evicted. Commissioner Fierke stated at the late Joint meeting there was one Resolution that the Committee didn't move to defer or evict; the vote was three to three. Commissioner Fierke explained that the lease states that if you don't pay the rent, then you're in default ten days later. (He stated that he believes that the Authority was in default and they consistently never notified the bank which they are obligated to do). He stated that they Authority is asking for a lawsuit and if the Authority can negotiate a win-win situation, then they will be much better off than having the Authority's track record of not meeting our obligations before a judge in the Civil District court.

Mr. Metzger stated that \$9,000 is owed to bring current to June 30th. The entire total is \$30,000.

Mr. Bush stated that he received an invoice from Mr. Capo, and he stated that he was asked to pay for a lease that didn't exist anymore. He explained that he paid the money, but he placed a restriction on the money because if he would have given the Authority the money without a restriction, then the Authority would have placed that money in their account, and still said that the lease was cancelled. He stated he wouldn't have gotten his \$19,000 back, and that the Bank has done everything that it should have done to protect its position of the estoppel. He commented that all the Bank is asking for is give them an opportunity to work with Tres Monet.

Chair Heaton asked when did Tres Monet start paying the sub tenant rent. Mr. Bush responded that Mr. Mayer was working on a project, however, he was still attempting to find someone else who would run that Marina. Chair Heaton stated that he wasn't allowed to do that.

- Chris Swimmer, Renter from Mike Mayers, stated that he paid his rent to Mr. Mayer every month on time. He stated that he would like to pay whoever gets the lease because he's caught in the middle and it's an uncomfortable situation. He explained that in August he paid his rent to Tres Monet. Commissioner Eames asked how much he was paying. Mr. Swimmer responded that he was paying \$1, 285.000. Mr. Metzger stated that Quantum, Nick's Prop Shop, and Associated Manufactures are valid sub leases. Mr. Swimmer stated that in July he was told by Tres Monet to pay Mississippi River Bank. He explained that he was told that Mississippi River Bank was no longer in the situation and he requested that his money be put in escrow. Chair Heaton stated that the Authority can't place the money in escrow. Mr. Metzger stated that the lease is expired, and the decision is up to the Committee.

MOTION: 02-092619
RESOLUTION: 02-092619
BY: COMMISSIONER EAMES
SECONDED: COMMISSIONER HEBERT

September 26, 2019

- 2) Motion to authorize the institution of legal proceedings to evict West End Resources, Inc. d/b/a Mayer Yacht Services from the former leased premises located at Municipal Address 425 S. Roadway, New Orleans, LA 70124 and any other legal proceedings to enforce the rights of the Lakefront Management Authority under the Lease.

RESOLUTION

WHEREAS, the Lakefront 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 (“Management Authority”);

WHEREAS, West End Resources, Inc. d/b/a Mayer Yacht Services (“West End Resources” or “Lessee”) entered into a written lease agreement with the Orleans Levee District, Division of Non-Flood Assets (“District”), for the premises located at Municipal Number 424 S. Roadway, New Orleans, LA 70124, dated on July 10, 2009, for a primary term of five (5) years with the right to five 5-year renewal options, for the purpose of operating a commercial yacht and marine service business (the “Lease”);

WHEREAS, under Article II of the Lease, the Lessee was obligated to provide the Lessor with written notice to exercise any of the five 5-year options to renew, which written notice had to be given not more than 180 days or less than 90 days before the expiration of the current five-year term of the lease; and, the written notice was required to be given either by personal service on any officer or registered agent of the Lessee or by certified mail, return receipt requested, addressed to Lessee at the leased premises;

WHEREAS, the first 5-year renewal option term commenced on July 1, 2014, and the Lessee timely exercised the first 5-year option to renew;

WHEREAS, the second 5-year renewal option of the Lease was to commence on July 1, 2019;

WHEREAS, Lessee did not give written notice to exercise the second 5-year renewal option as required under the terms of the Lease;

WHEREAS, as a result of the Lessee not providing written notice to exercise the second 5-year renewal option, the Lease expired on June 30, 2019;

WHEREAS, Lessee failed to pay the rent commencing in the first quarter of 2019 and through June 30, 2019, there was an outstanding balance owed on the rent of \$19,887.27;

WHEREAS, Article XIII of the Lease provides that the Lessee may not assign, sublease or transfer the Lease without the prior written approval and consent of the Lessor;

WHEREAS, without the knowledge or prior written approval of the Management Authority, Lessee assigned the Lease to a third party that remains in possession of the leased premises;

WHEREAS, Article XIV of the Lease provides that the Lessee shall maintain general liability insurance, worker's compensation insurance and property insurance on the buildings and improvements on the leased premises during the term of the Lease and requires the Lessee to provide the Management Authority with certificates of insurance for these coverages, naming the Lessor as an additional insured;

WHEREAS, since January 1, 2019, Lessee did not provide certificates of insurance for the required insurance coverages to the Management Authority; and,

WHEREAS, the Management Authority concluded that it was in the best interest of the Lakefront Management Authority to authorize legal counsel to institute legal proceedings to evict the Lessee from the leased premises and enforce any other rights of the Management Authority under the Lease.

THEREFORE, BE IT HEREBY RESOLVED, that the Lakefront Management Authority authorizes legal counsel for the Lakefront Management Authority to institute legal proceedings to evict West End Resources, Inc. d/b/a Mayer Yacht Services from the premises

located at Municipal Address 424 S. Roadway, New Orleans, LA 70124 and institute any other legal proceedings to enforce any other rights of the Lakefront Management Authority under the Lease.

BE IT HEREBY FURTHER RESOLVED, that the Chairman 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, Arrigo, Bruno, Carr, Eames, Hebert, Meadowcroft
NAYS: Cohn, Fierke, Watters
ABSTAIN: None
ABSENT: Brien, Green, Major, Morvant, Richard, Romero
RESOLUTION ADOPTED: Yes

3) Motion to Amend the insurance provisions of the Lease for the Moffett Hangar and to Authorize a Rent Credit for loss of use of the Moffett Hangar to Encore FBO, LLC d/b/a Signature Flight Support.

- Chair Heaton stated that this particular lease allows the International Fixed Based Operator, Signature, to have their own insurance. She explained that all the other tenants of the Airport Terminal have insurance through the Authority and the Authority is reimbursed. She stated that the Authority is responsible for the roof, but they don't qualify for public assistance through FEMA because the Authority doesn't have insurance. Chair Heaton explained that the Authority created a negotiation with Signature stating that the Authority will pay for the roof rather than spend money on litigation. She stated that Signature has to agree through Resolution 03-0926196, that the Authority will amend the old lease which would allow the Authority to buy the insurance. Chair Heaton explained that this repair is already budgeted and won't affect other repairs.

MOTION: 03-092619
RESOLUTION: 03-092619
BY: COMMISSIONER HEATON
SECONDED: COMMISSIONER WATTERS

September 26, 2019

3) Motion to Amend the insurance provisions of the Lease for the Moffett Hangar and to Authorize a Rent Credit for loss of use of the Moffett Hangar to Encore FBO, LLC d/b/a Signature Flight Support.

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 New Orleans Lakefront Airport is one of the non-flood protection assets of the District under the management and control of the Management Authority (the “Airport”);

WHEREAS, Encore FBO, LLC d/b/a Signature Flight Support (“Signature”) is fixed based operator at the New Orleans Lakefront Airport and is the current Lessee under a written lease with the former Board of Commissioners of the Orleans Levee District that was entered into on the 18th day of July, 2001 (“Lease”);

WHEREAS, in June of 2019 Hurricane Barry struck southeast Louisiana and caused damage to the roof of the Moffett Hangar, which is one of the hangars leased by Signature pursuant to the terms of the Lease;

WHEREAS, under Article VI, Section F of the Lease, the lessee is obligated to maintain fire and extended coverage insurance on the buildings and improvements located on the leased premises, including the Moffett Hangar, and name the lessor as a loss-payees of the insurance policy;

WHEREAS, the extended coverage insurance obtained by Signature for the buildings and improvements on the leased premises in effect when Hurricane Barry struck southeast Louisiana had a deductible of \$500,000.00;

WHEREAS, the repair cost for the damage sustained to the roof of the Moffett Hangar caused by Hurricane Barry was estimated not to exceed \$100,000.00;

WHEREAS, the Management Authority does not qualify for public assistance for the estimated cost for the repairs to the roof of the Moffett Hangar because the property insurance on the building was not purchased by the Management Authority and instead was purchased by its Lessee, Signature;

WHEREAS, under Article VI of the Lease, the lessee, Signature, is responsible for the maintenance, repair and replacement of all components and systems of the buildings and improvements on the leased premises, except for repairs and replacements to the roofs and structural supports of the buildings located on the leased premises which are the responsibility of the lessor, the Management Authority;

WHEREAS, there was a disagreement regarding which party was responsible for the repairs to the roof of the Moffett Hangar that were within the deductible limit and not covered under the extended coverage insurance policy procured by Signature;

WHEREAS, in order to resolve this dispute and avoid similar problems in the future, the Staff of the Management Authority and Signature discussed amending the Lease to provide that the Management Authority would procure and maintain the fire and extended coverage on the Moffett Hangar, with a NFIP deductible not to exceed \$50,000.00, as well as wind & fire and other perils not to exceed \$50,000 and that Signature would reimburse the Management Authority during the term of the Lease for the premiums paid for the fire and extended coverage on the Moffett Hangar;

WHEREAS, prior to Hurricane Barry, the roof of the Moffett Hangar was in need of repair and for several years a portion of the Hangar could not be used for its intended purpose by Signature;

WHEREAS, the Staff of the Management Authority proposed extending a rent credit to Signature in the amount of \$1,400.97 per month for 18 months, commencing on October 1st, 2019, in full and final settlement of any and all claims of Signature against the Management Authority relating to the loss of use of a portion of the Moffett Hangar; and,

WHEREAS, the Management Authority resolved that it was in the best interest of the Lakefront Management Authority to approve an amendment of the Lease and the rent credit recommended by Staff under with the terms and conditions set forth above.

THEREFORE, BE IT HEREBY RESOLVED, that the Lakefront Management Authority approves an amendment of the Lease dated on July 18, 2001 with Encore FBO, LLC d/b/a Signature Flight Support to provide that the Lakefront Management Authority, as lessor, shall procure and maintain the fire and extended coverage on the Moffett Hangar, with a NFIP deductible not to exceed \$50,000.00, as well as wind & fire and other perils not to exceed \$50,000, and to provide that Encore FBO, LLC d/b/a Signature Flight Support, as lessee, shall reimburse the Lakefront Management Authority during the term of the Lease for the premiums paid by the Lakefront Management Authority for the fire and extended insurance coverage on the Moffett Hangar.

BE IT HEREBY FURTHER RESOLVED, that the Lakefront Management Authority approves a rent credit in the amount of \$1,400.97 per month, for 18 months, commencing on October 1st, 2019, in full and final settlement of any and all claims of Encore FBO, LLC d/b/a Signature Flight Support, as lessee, arising out of and relating to the loss of use of a portion of the Moffett Hangar.

BE IT HEREBY FURTHER RESOLVED, that the Management Authority 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, Arrigo, Bruno, Carr, Cohn, Eames, Fierke, Hebert, Meadowcroft, Watters
NAYS: None
ABSTAIN: None
ABSENT: Brien, Green, Major, Morvant, Richard, Romero
RESOLUTION ADOPTED: Yes

- 4) Motion to authorize installation of signs prohibiting overnight parking of motor vehicles in the parking lots along Lakeshore Drive.

MOTION: 04-092619
RESOLUTION: 04-092619
BY: COMMISSIONER HEBERT
SECONDED: COMMISSIONER FIERKE **September 26, 2019**

- 4) Motion to authorize installation of signs prohibiting overnight parking of motor vehicles in the parking lots along Lakeshore Drive.
- Commissioner Hebert stated that the Committee voted to amend the Resolution to state overnight parking of any motor vehicles is prohibited. Chair Heaton suggested that they add the Lakefront Management Authority emblem to the sign. She explained that the Levee Board Police Department can't issue any tickets for violating the sign without a reference to a Resolution.

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 Lakeshore Drive and the adjacent parking lots on Lakeshore Drive are non-flood protection assets of the District under the management and control of the Management Authority (the “parking lots”);

WHEREAS, during 2018 complaints were received that recreational vehicles with living quarters were parking overnight and for extended periods of times in the parking lots on Lakeshore Drive;

WHEREAS, the parking lots on Lakeshore Drive are open to the public and provide parking space for visitors to the Lakefront and patrons of the restaurants on Lakeshore Drive and were not intended to be used as facilities for overnight parking of any kind of motor vehicles;

WHEREAS, the Management Authority at its regularly scheduled monthly meeting held on January 24, 2019 adopted Resolution No. 06-012419 authorizing the installation of signs in the parking lots of Lakeshore Drive prohibiting overnight parking of recreational vehicles in the parking lots and warning motorists that recreational vehicles in violation of this prohibited use of the parking lots on Lakeshore Drive would be towed;

WHEREAS, recently complaints were received from members of the public that other kinds of motor vehicles were being parked overnight in the parking lots;

WHEREAS, the Recreation/Subdivision Committee at its meeting held on August 20, 2019 discussed the issue of prohibiting overnight parking of any kind of motor vehicles in the parking lots;

WHEREAS, the Management Authority at its meeting held on August 29, 2019 considered a motion to install signs in the parking lots notifying motorists that overnight parking

of motor vehicles was prohibited and upon motion the matter was referred to the Recreation/Subdivision Committee for further consideration;

WHEREAS, the Recreation/Subdivision Committee discussed this issue at its meeting held on September 17, 2019 and voted to recommend adoption of a resolution by the Management Authority authorizing the installation of signs in the parking lots notifying motorists that overnight parking of motor vehicles in the parking lots was prohibited, unless authorized by a permit issued by the Management Authority, and notifying motorists that vehicles in violation of this prohibited use of the parking lots would be towed at the vehicle owner's expense; and,

WHEREAS, the Management Authority resolved that it was in the best interest of the District and the public to prohibit overnight parking of motor vehicles, except for vehicles authorized by permits issued by the Management Authority.

THEREFORE, BE IT HEREBY RESOLVED, that the Lakefront Management Authority hereby authorizes the installation of signs in the parking lots on Lakeshore Drive notifying motorists that overnight parking of motor vehicles in the parking lots is prohibited, unless authorized by a permit issued by the Lakefront Management Authority, and notifying motorists that vehicles in violation of this prohibited use of the parking lots on Lakeshore Drive would be towed at the vehicle owner's expense.

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

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

YEAS: Heaton, Arrigo, Bruno, Carr, Cohn, Eames, Fierke, Hebert, Meadowcroft, Watters
NAYS: None
ABSTAIN: None
ABSENT: Brien, Green, Major, Morvant, Richard, Romero

RESOLUTION ADOPTED: Yes

Announcement of next Regular Board Meeting:

1) Thursday, October 24, 2019 – 5:30 PM

Adjourn:

A motion was offered by Chair Heaton, seconded by Commissioner Fierke, and unanimously adopted, to adjourn. The meeting was adjourned at 7:32 PM.