

**MINUTES OF THE  
LAKEFRONT MANAGEMENT AUTHORITY  
BOARD MEETING  
THURSDAY, JANUARY 27, 2022**

**PRESENT:**

Chair Anthony Richard  
Commissioner Stanley Brien  
Commissioner Sean Bruno  
Vice-Chair Esmond Carr  
Commissioner Stanley Cohn  
Secretary Thomas Fierke  
Commissioner Dawn Hebert  
Commissioner Wilma Heaton  
Commissioner Pat Meadowcroft (late arrival)  
Commissioner Bob Romero  
Commissioner Howard Rodgers

**ABSENT:**

Commissioner Monika Gerhart  
Commissioner Renee Lapeyrolerie

**STAFF:**

Louis Capo – Executive Director  
Winifred Christopher – Assistant to the Executive Director/Board Secretary  
David Martin– Director of Engineering and Operations  
Bruce Martin – Airport Director

**ALSO PRESENT:**

Gerard G. Metzger – Legal Counsel to the LMA  
David Jefferson “Jeff” Dye – Legal Counsel to the LMA  
Al Pappalardo – Real Estate Consultant to the LMA  
Eugene Green-Councilman of district “D” City of New Orleans & Former LMA Board  
Commissioner  
Madison Bonaventure – Former LMA Employee  
Ashley Haspel – Lake Terrace Property Owners Association  
Helaine Millner – LMA Employee  
Benjamin Chadwick- Linfield, Hunter, and Junius, Inc  
Emile Babin – Attorney (Messina’s at the Terminal)  
Michelle Reeves - Lake Terrace Property Owners Association  
Russel Avery – Self  
Paul Dimitrios – Richard C. Lambert Architecture  
Jonah Trice – Self  
Skye Erie – Self / Architect  
Nicholas Chetta – Tenant

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The regular monthly Board Meeting of the Lakefront Management Authority was held on Thursday, January 27, 2022, 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 Richard called the meeting to order at 5:33 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:**

Chairman Richard thanked everyone for attending the meeting and he briefly spoke about the challenges residents, businesses, and agencies within the Gulf Coast region faced following the aftermath of Hurricane Katrina. He explained the stages of growth and changes within the Lakefront Management Authority's Board of Commissioners during the time of recovery. He went on to acknowledge the consistent effort that leadership took to bring the agency to present times and the continuous effort that it has taken to maintain the authority. He acknowledged and presented Commissioner Heaton for her years of service, leadership, and dedication to the Lakefront Management Authority.

Commissioner Heaton thanked Chairman Richard for the acknowledgment.

Chairman Richard continued with his acknowledgment of former executive assistant and board secretary Madison Bonaventure for her service and for going above and beyond with assisting the committee while here at the Lakefront Management Authority.

Chairman Richard referenced an old saying that “God covers babies and fools”. This was followed by him jokingly reflecting on we all know that he was no longer a baby. He continued with thoughts around cooperation and understanding the importance of working with his peers to achieve a goal. Noting that unintentional mistakes along the way will happen and that personal agendas will never be the cause. He continued by reflecting on his background following the completion of his bachelor's degree in business administration with a minor in accounting, and his journey as he entered the workforce. He spoke about his career at the internal auditor's office and the advice that the Executive Director at the time bestowed upon him, which was to always learn from his mistakes. Like that executive director, Chairman Richard stated that as a leader his goal is to be encouraging, guide cohesiveness, and uphold Lakefront Management Authority's mission statement which benefits the staff, organization, and community.

He shared his thoughts regarding our culture and the usage of surnames. Noting that using distinction before addressing an individual maintains respect and professionalism. He shared that within his past training he was taught to deal with direct issues with facts only. Acknowledging that disagreements will arise, but if the discussion or endpoint is fact-based common ground can be established. He expressed that he would like to see issues and topics of discussion go through the designated committees with the assistance of the committee chairs and committee members. He stated that this would allow the designated committees to discuss and vote on imperative issues needing to be placed on the board agenda. Once deferred to the Lakefront Management Board of Commissioners, action can take place rather than an excessively detailed discussion outside of the designated committees.

Lastly, he reflected on his vision for the organization. Stating that he believes that the Lakefront Management Board of Commissioner's goals should be centered around providing the LMA staff guidance and assisting them with resources to work efficiently for the agency. However, he did acknowledge that unforeseen issues will need to be addressed but noted that the Board of Commissioners meetings are not the platform to put out small fires and that the bountiful resources offered to the organization provide us all with the opportunity to be successful.

A motion was offered by Commissioner Cohn, seconded by Commissioner Brien, and was unanimously adopted to recognize Ms. Madison Bonaventure as the Lakefront Management Authority's Employee of the Year for 2021.

**MOTION TO ADOPT AGENDA:**

A motion was offered by Chairman Richard, seconded by Commissioner Brien, and was unanimously approved to adopt the agenda.

**ADOPTION OF THE MINUTES:**

A motion was offered by Commissioner Cohn and was seconded by Commissioner Rodgers to adopt the Board Meeting minutes of December 18, 2021.

A motion was offered by Commissioner Fierke, was seconded by Commissioner Heaton, and was unanimously approved to adopt the minutes of the Airport Committee Meeting of October 19, 2021.

A motion was offered by Commissioner Fierke, was seconded by Commissioner Heaton, and was unanimously approved to adopt the minutes of the Airport Committee Meeting of December 7, 2021.

LMA's Legal Consultant Gerry Metzger asked to be acknowledged and stated that the marina minutes were approved at the committee meeting and that a quorum took place, however, two members of the committee were not present at that meeting when the minutes were approved. However, it is to his understanding that the meetings can still be voted on and approved but are often done unanimously. Upon observation, he stated that two of the Marina Committee members are present and with no objections, they can be approved.

Chairman Richard inquired if there were any objections to the Marina Committee Meeting minutes of December 7, 2021.

There were no objections and the minutes for December 7, 2021, Marina Committee Meeting were adopted.

A motion was offered by Commissioner Carr, was seconded by Commissioner Hebert, and was unanimously approved to adopt the minutes of the Recreation/Subdivision Committee Meeting of August 17, 2021.

## **PUBLIC COMMENTS:**

Before beginning, Commissioner Romero acknowledged and thanked Chairman Richard for his service in the military. He continued his acknowledgments by observing the presence of City of New Orleans District “D” Councilman and former commissioner Eugene Green.

Madison Bonaventure wanted to thank the board in person for the knowledge and experience obtained over the last two years. Her present position at the University of New Orleans working with the chief development officer, who is actively working on the capital campaign, will still keep her in the loop around the developments and projects of the LMA as a stakeholder. She also wanted to thank Commissioner Wilma Heaton and express her congratulations to the new board Chairman Richard, Vice-Chairman Carr, and Secretary Fierke.

Commissioner Heaton thanked Madison for her service and acknowledged the new executive assistant and board secretary Winifred Christopher.

Eugene Green Councilman of District D city of New Orleans, humorously acknowledges that at the age of 63, he decided to run for the New Orleans City Council. His presence at the meeting acknowledged his resignation as a board of commissioner member for the Lakefront Management Authority. He stated that it was his honor to have served the citizens of New Orleans while on the board of the Orleans Levee District and Lakefront Management Authority. He reflected on the multiple developments that he had the honor to see evolve such as Parcel “K”, the new shelter, the renovation of the New Orleans Lakefront Terminal following Hurricane Katrina, and general rebuilding projects. His continued reflection guided him to the flood wall project, which provoked thoughts of before and after the development, and its completion. He expressed his gratitude to serve the citizens of our city on the LMA Board of Commissioners, a board he felt was imperative to the community. While in his new position, he promised he would not change his core characteristic of project development. He stated that he would stay focused on the different resources, and development opportunities centered around the board. He also expressed that the members of the community and board were free to contact his office should they have issues relative to their neighborhood streets, Entergy, and/or sewage and water board. He concluded by stating that it was his pleasure to work with so many distinguished professionals such as Al Pappalardo, Gerry Metzger, Wilma Heaton, and several others who are not always acknowledged for the positive changes made around the lakefront area for its citizens and development.

Ashley Haspel, President of the Lake Terrace Property Owners’ Association, asked to reserve her public comment request to later use under Directors Reports discussion.

## **Directors’ Reports:**

Louis Capo, Executive Director of Lakefront Management Authority, Director Capo stated that he would give an updated administrative report which would focus on the schedule and timelines of the Lakefront Management Budget. Director David Martin would give the engineering and operating update. Harbormaster Bruce Cain will provide the board with marina updates and Airport Director Bruce Martin will follow giving his input and updates on various airport projects.

Director Capo opened his discussion by touching on several activities happening in and around Lakefront Management Authorities' jurisdiction.

- The 2022 New Orleans 10k Run, scheduled to take place on Sunday, February 6, 2022, along Lakeshore Drive can't believe or Johnson and back to shelter one. Currently, everything is scheduled to be on Lake Shores Drive however after speaking with the event coordinator Billy Burke, who mentioned that the organization was contemplating going down Wisner toward Harrison and back to shelter one. However, that had yet to be finalized.
- On Saturday, February 5 the New Orleans 5K run is scheduled to take place starting at The University of New Orleans and heading east to Camp Leroy Johnson and back to the University of New Orleans.
- An informational brochure was sent out to the residents of Lake Vista in the lake area and Orleans Levee District Police officers are aware that they will have to allow residents in and out of the neighborhoods.
- This event will be profitable to the Lakefront Management Authority with over 8500 participants at a rate of \$1.75, With an approximate total of &14,000.00.

● The next discussion was regarding the 1744 Lakeshore Dr. servitude. Two weeks before January 27, 2022 board meeting a dumpster being used to clean up the property was reported outside of the servitude, Mrs. Benoit was made aware of the infraction and the dumpster has since been removed. A later report was made that the planters were placed outside of the servitude. Director Capo briefed the board that the planters had once been removed, and this took place approximately a year ago. Legal Counsel Jeff Dye advised LMA that we had a right to remove the planters, Mrs. Benoit was made aware of this infraction again and was given until Wednesday, January 26, 2022, to remove the planters.

● No action was taken, and the Lakefront Management Authority maintenance workers were assigned the task to remove the planters away from the servitude and place them on another part of her property.

Commissioner Brien inquired if the LMA had sought the council of Jeff dye to determine if we could seize the planters.

Legal Counsel Jerry Metzger advised that no such action could be taken without a judicial action or affirmative injunction to do something of that nature. He further explained that if LMA desired to have this matter brought into a court of law, he would be against removing the planters from Mrs. Benoit's property.

Commissioner Meadowcroft inquired whether we could charge Mrs. Benoit for the labor used to remove the planters if she puts them back.

Legal Metzger advised that the LMA may have to follow a lawsuit in order to charge for the labor incurred by the continuous removals and it's not unilateral without judicial intervention. He also believes that there would be no basis to fine. His opinion was to get an affirmative injunction ordering her to keep this servitude clear or be held in contempt.

Commissioner Romero inquired about the two Entergy service stations volts on and near Mrs. Benoit's property. He stated that Entergy sent out an engineering survey and who later stated that they would relinquish the servitude on the east side of the house. He recalled hearing from the residents of Lake Terrace who were unwilling to relinquish the servitude because they currently use it as public access.

Legal Counsel Metzger stated that the public has no interest in releasing the servitude in favor of the public and the public infringing the public's access.

Ms. Ashley Haspel, President of the Lake Terrace property owner's association spoke and provided supporting documentation regarding the 1744 Lakeshore Dr. servitude

She provided staff with documentation dating back to 2018 when Mrs. Benoit erected the fence on the servitude. She references section 9 of the deed restrictions that were issued by Orleans Levee District to oversee the transformer and bolts on the property which included regulations from the city planning and zoning commission that permitted the server two to be wide and 12 feet.

Giving a brief history of the property, she noted that when Nikki Easterling purchased the property in 199, it was with the understanding that the servitude had to remain open to the public as it was decided by the Supreme Court Louisiana in 1990. Siting late terrace property association versus the city of New Orleans.

In the documentation packet provided by Mrs. Haspel, included Mrs. Benoit's acknowledgment of the case, emails dating back to 2018 when Mrs. Haspel wrote emails to Lakefront Management Authority executive staff, legal counsel, and board of commissioners' chairman regarding the obstruction of the servitude. She referenced that in January 2021, Commissioner Stanley Cohn wrote that LMA needed an opinion from Mrs. Benoit's attorney as to what it would take to amend the Lake Terrace restrictions, which was viewed as an accommodation to Mrs. Benoit and not the residents of Lake Terrace.

She further explained that this issue was brought before the LMA board meeting in February of 2021, where all four presidents stated they did not want the servitude to become private because it would set a bad precedent. It was to her understanding that the board agreed with the association, however, the 1990 case trumps the board's opinion stating that it was to remain open. She concluded that this would be one of the last times the neighborhood would press the issue regarding Mrs. Benoit, and the of having the servitude remain open. Moving forward the Lake Terrace property owners' association is considering filing a petition mandamus against the LMA.

She stated that after further conversation with Commissioner Romero, they discussed a possible proposal to have Mrs. Benoit erect a fence creating privacy for her pool, and the pool house, and therefore leaving room open for the servitude.

Commissioner Romero stated that it had been determined that the temporary fencing which currently stands on the servitude has become permanent and poses a bigger issue. He expressed

that it could be a danger for any person, keeping in mind especially children trying to climb the fence.

Legal Metzger stated that it is his opinion that the servitude is returned to the LMA and presented to the legal committee for discussion.

Commissioner Heaton suggested that the legal or the executive director draft a letter clarifying the compromise that both Mrs. Benoit and the LMA agreed upon regarding fencing at 1744 Lakeshore Drive's servitude. She stated that the letter could be drafted prior to drafting a lawsuit and disregarding all the milestones achieved regarding this issue.

Vice-Chairman Carr inquired whether the Lakefront Management Authority had contacted Mrs. Benoit or her lawyers in an attempt to resolve this.

Commission Romero believed that issue had been resolved, however now knowing it was never implemented. He and his fellow board members thought that this was going to solve the problem however the issue has become an oversight until Mrs. Haspel brought it back to the attention of the board. He also pressed that at no point did she disagree with the implementations requested at the time of her presentation.

Commissioner Bruno asked was it the board's responsibility to maintain the servitude clearing, to deal with the fencing issue, and/or both.

Legal Metzger once again advises that these are the type of issues and discussions that should take place during the legal committee meetings.

Chairman Richard recommended that this issue be returned to the legal committee and that he has no qualms about a letter being drafted. He hoped that once this issue is returned to the legal committee, the expectation of legal action may follow if necessary, and discussion on this matter is minimized. In conclusion, it is his personal belief that all diplomatic efforts towards a resolution have been exhausted. He reiterated that he is asking the legal committee to advise the board on the necessary actions needed if this issue continues, even going as far as Mrs. Benoit being held in contempt of court.

### **Director's Report:**

*Executive Director Capo* begins his director's report by referencing the upcoming budget for the Lakefront Management Authority. He proposed a schedule to present the operation and capital project budget to the respective committees and the LMA board of commissioners starting February 15, 2022. He referred that an early discussion was had that there may not be a legal committee meeting on

February 17. However, the budget would still be presented to the commercial real estate and finance committees. The budgets presented at those meetings would be imperative because they would touch on the various properties that are managed by the Lakefront Management Authority.

Director Capo stated that he would do a final presentation of the budget to the airport marina and recreational and subdivision committee on March 15. On March 17, he would have a final presentation of the budget to the legal and real estate committee if necessary, at the following meeting. Also on March 17, he would like to receive a recommendation to the board from the finance committee to adopt the budget. At the March 24 board meeting, Director Capo stated that would like to see the operations budget and the capital budget adopted and submitted to the state Louisiana legislative office by April.

Director Capo noted that there had been some discussion about capital improvements. He stated that the upcoming committee meetings where he will be discussing revenue and funding for the various properties would provide information on the LMA's financial standing and transparency.

Vice-chair Carr requested that any information on the preliminary budget and capital projects be sent out in advance if available.

Director Capo stated that the LMA staff are currently working on the budget and that it is also the desire of Chair Richard to have the agendas distributed to the respective committees week before the meetings.

Next on Director Capo's Director's Report was a Lakefront management Authority property tour with proposed dates in March. This mini-bus tour would allow the commissioners to see the various properties, ongoing projects, and pending problems here on site.

Director Capo stated that he received communication from the legislative auditor's office. He explained that in the past he has invited the attorney from the legislative autos office to come and present to the board information regarding open meetings bid laws, and public record requests. He hoped to have the presentation during the March 24 board meeting, that the presentation would be both beneficial, and informational.

The representative from the legislative auditor 's office would possibly be Jennifer Shay.

Director Capo stated that there had been some confusion with the RFP for South Shore Harbor. The LMA was using a System known as central auction house And it was later determined that central auction house was requiring a \$100 fee to go online to download the RFP. To rectify the issue the LMA has placed the RFP on the Lakefront Management Authority 's website at no cost.

The advertisement for the RFP will still run through the Times-Picayune and will give bidders the option to use both resources to retrieve information.

Commissioner Rodgers requested a copy of the RFP for South Shore Harbor to be sent to him.

He concluded by stating that he and the staff would be meeting with the New Orleans sewage and water board on Friday, January 28 to discuss the astronomical billing that has taken place. He references the Television news report by David Hammer about Zero Downman. He clarified that the bill received for December 2021 for Zero Downman totaled \$11, 900.00, which was more in line with a typical bill at the property. He mentioned that a major leak was found at the airport which caused an increase in bills received.



Vice-chair Carr questioned if that was in addition to the outstanding bill. He also asked for Clarification regarding who was responsible for the meter.

Director Capo responded that the \$11,900 was an addition to the outstanding balance and that the LMA was responsible for the meter. He explained that the authority is responsible for meters and pipes from the levee to Lake Pontchartrain.

Commissioner Romero asked what a typical bill for the agency was.

Director Capo stated that a typical bill for the agency usually ranges between \$10-\$12,000. An example of a typical bill would be the December 2021 invoice from the New Orleans sewage and water board post leak.

He explained that the authority does pay a higher rate for water usage than residential areas. He clarified that there are multiple properties at the airport who use sewage and water.

Vice-chair car inquired whether the Authority was being proactive about discovering leaks.

Director of Engineering and Maintenance David Martin clarified that authority has been proactive about discovering and repairing leaks. His standpoint was to have A long-term capital business investment plan strategically focusing on issues such as the leak.

He referenced that he plans to discuss technology that focused on leak protection, that would alert the customer when an active leak was detected with the City of New Orleans sewage and water board.

***Director of Engineering and Maintenance David Martin*** open his director's reports by stating that LMA advertised as needed. architectural, engineering, landscape, and architectural services, and were fortunate to receive twenty-three responses from twenty-three firms. He that it was important to him and his staff to surround themselves with some experts such as Benjamin Chadwick and Paul Dimitrios. Next month he stated he would be returning back to the board for with recommendations for IDIQ contracts.

The Flood Protection Authorities, contractor MR Pittman has mobilized Orleans Marina, currently working on safety fencing, and will begin to relocate utilities within the next and a half. However, sheet piling is some ways away from being complete. He stated that if anyone would like to see the schedule that MR Pittman has provided, he would be happy to do so.

This month, training for maintenance staff for electrical safety and control panels were conducted. Next month, traffic control training will be conducted. Director Martin stressed the importance of training and development, citing that it would behoove that authority to provide continuous safety training for their employees. The maintenance staff are working on the roads, out of their trucks, and he expressed that traffic control training would be beneficial to our staff.

He stated that the water usage appears to have stabilized as previously discussed by Director Capo and noted the completion of the debris removal operation. Director Martin confirmed that he would be conducting a final inspection of the laydown or the debris staging site in the next couple of days. The LMA removed approximately 5662 cubic yards of vegetative debris

removed, including about 60 trees that were larger than 12 inches around. The removal also included hazardous limbs from 729 trees and removed 45 or so hazardous stumps. He concluded by informing the board that he is actively working with FEMA to reconcile those quantities and promulgated project worksheets so that we may be reimbursed sooner rather than.

**Harbor Master Bruce Cain** opened his director's report with an overview of the various projects at the marina. He and his staff are working on life safety issues, the rehabbing and painting of safety lines, slip numbers, et cetera.

It had been determined by David Matin, along with a second engineer and Harbor Master Cain that the rebar that framed the floating peers for the handicap slips or rotted through rusted. The repairing plan is to close those down, pull them out, repair, and replace them.

As far as personnel, he stated he was down three slots although all three were announced. Those openings included an assistant harbor master, administrative program specialist A, and one guard.

On his next topic, he mentioned boat removal. Due to Hurricane Ida, there were some sunken boats and those have since been removed. Harbor Master Cain did express that there is still quite a bit of cleanup left, however, the vender used for the removal has had some equipment issues and is working on getting repairs done.

He expressed that the one thing that South Shore Harbor doesn't have that Orleans Marina has is Cox Cable as an internet provider. He referenced individuals' slips have accessibility to their own hookups for internet and Wi-Fi. He stated that he is actively working with AT&T to have a technician come on-site to survey if those services can be provided. Cox Cable is not accessible at Southshore Harbor and they passed on providing services.

Harbor Master Cain referred back to David Martin's mention of the bulk construction starting with the piles start starting to be driven around the 18th to the 20<sup>th</sup> of February.

**Director of Aviation Bruce Martin** opened his director's report by mentioning that walkthroughs to all the properties had taken place to ensure that all of the properties are in good shape, and standing and that maintenance is being done as per the lease with each one of the tenants.

50% of the pipe insulation has been completed to ensure the airport's pipes are protected and ready just in case any freezing does happen.

Fire inspections through all buildings and hangers have also been completed, and any deficiencies that were found the tenants were contacted, and informed about what they needed to get done, and the timeline to which they need to get it done.

He expressed that airport staff met with a few consultants for various projects going around the airport taxiway. Bravo is well underway. Taxiway Foxtrot went out to bid, returning with one bid that was unfortunately twice the budget. So, a hold has been placed on that and he would look to re bid the project later probably in about a month or two.

Drainage, hot spot removal, and the flight counts for this the month of December in 2021 were 5289 flights. In comparison back in 2020, 5257 flights. Director Martin concluded by expressing

the improvement of fuel sales for the month of December. He explained that fuel sales were above where they should be on budget to actuals. The airport sold 78,546 gallons of fuel in December which was the highest December in fifteen years.

### **Committee Reports:**

#### **Airport Committee: None**

**Finance Committee:** Commissioner Bruno expressed to the board and LMA staff the importance of staying on the timeline for the budget to be approved to ensure compliance with state law.

**Legal Committee:** Commissioner Cohn reflected on the recent Legal committee meeting held earlier that day where the agenda discussion of a proposed settlement in the Haynes Boathouse took place. The committee recommended unanimously that at the full board approval of the settlement should proceed at the benefit of the LMA.

**Commercial Real Estate:** Commissioner Rodgers stated that wasn't a quorum for January 2022 committee meeting. He made mention of having an additional member assigned to the committee due to a currently seated commissioner having high priority position with the city of New Orleans. However, there are three motion items for consideration by the full board that were listed the agenda that he and his committee members recommend moving forward.

Chair Richard thank Commissioner for the reminder and expressed that he is actively working on updating committee assignments.

**Marina:** Commission Brien that at the Marina Committee two discussion items were mentioned, one would be mentioned under the board agenda old business and the covered boat slips sprinkler system. He mentioned the outstanding RFP going out, which he hoped had come in and rebid under old business. Another item discussed was the \$3.00 PCI compliance fee for credit cards from Go Park, however no decision was made at the committee.

**Recreation/Subdivision:** Vice-Chair Carr referred David Martins update about debris removal. On the agenda, he recommends under new business item number two in relation to the Hibernian Park and extending the construction. He reflected on the discussion at the committee about Miss Sue Spilsbury on Marigold Lane in relation to flooding on her property, possibly due to the sidewalk or the walkway in the rear or front of the property from work performed by Entergy. He stated that she has since contacted Councilman Green's office on the same issue. Vice-Chair Carr stated that he has been in touch with Entergy and he retrieve additional information that would help coordinate Entergy and Miss Spilsbury to resolve this issue. He was unsure if there anything else the LMA could do, but was positive that the discussion would continue.

### **OLD BUSINESS:**

#### **1. Discussion regarding the South Shore Harbor Marina's Covered Boat Slips' Sprinkler System.**

David Martin gave a status update on the sprinkler system stating that he is actively working with Linfield, Hunter, and Junius, Inc to rehabilitation of the sprinkler system. They have

discovered that there is some additional work that the LMA did not anticipate but will be required. He stated that when it comes to the sprinkler system, repairs enter the building from underneath the water pipes, exit the bulkhead and go into the free atmosphere underneath the slabs so they turn up and then go up into the building where they go into the sprinkler system.

He continued saying that we could very easily insulate and protect the risers. However, the elbows underneath the bottom slab are exposed to water It's a little bit more complicated. His plan included revising the design to move them back to where they are under Earth. The risers would come up, they'll be insulated and protected, and then go into the building.

As far as the design goes, it was about seven days out from completion of the design documents, which will be procurement or a perspective or performance-based specification along with some drawings showing what has to be done. He asked Linfield, Hunter, and Junius, Inc to make this a priority to continue working ahead because it is a very important matter to the Authority.

Regarding procurement, there been some discussion regarding an emergency or using the emergency power of the executive director for contract. There's also been some discussion of publicly bidding it, or because of the urgency of the situation, just obtaining quotes or letter bids.

Legal Metzger stated that the LMA By-laws did give the executive director emergency power but it has to be consistent with state law. He understand now from David that the estimated costs maybe more than the contract limit of \$250,000.00. He stated that he would research if the matter fits under the emergency provision in the public of bid law itself. If it does, he would refer back to the chairman of the board and the chair of the marina committee to a make a decision. Also, a good idea would be to check with Jennifer Shay at the auditor's office.

Vice-Chair Carr asked in reference to the larger diameter pipe, was there a regulation that requires the need for insulation.

Mr. Chadwick stated that is where the pipe comes from through the bulkhead or under the ground, is exposed to the water, because that's the water level rise. It obviously gets in a pipe which expedites the corrosion of the existing pipe, so that's one factor. He stated that technically there's not a requirement that the pipe coming in has to be protected or put in the earth, but by leaving it exposed you're going to shorten the length, the lifetime, any pipe we went down there and we got under there to observe it after we had our last meeting and the conditions of those pipes are in pretty bad shape right now. He did express that they didn't do any penetrating radar to test the thickness of the pipe, but just by looking at the pipe, the amount of corrosion and oxidation that's occurred on them that it was pretty severe and can be tracked back to where the riser was all the way back into the earth when it goes to the bulkhead.

He touched on the next problem is being exposed, if the water is low and factor in dropping freezing temperatures, you could experience freeze in that pipe before it even gets to the riser of the building.

In conclusion, he stated that the two issues jeopardize the lifetime and the service ability of your system. One is the corrosion and the exposure to the environment and the other one is the exposure to the outside and air temperatures.

Vice-Chair Carr asked if the size of the diameter of the pipe was six or eight inches.

Mr. Chadwick stated they couldn't get a tape on it from where we were getting that to get under there. He further explained that if the area experienced a cold snap or stagnant water that is not moving there is a possibility that it could freeze in the pipes. The yellow tag had an initial 60 days, they would go back to the fire Marshall's office. We want to get an extension onto the tag given the plan showing what we're going to do with the project and it will be yellow tagged until the project is completed which is customary. He stated that if you come to them with a plan saying this is our plan, we're going to modernize our system like make it meet all the existing code. They will more than likely give you an extension to get to that timeline, and then you know they're going to be part of the process of reviewing the fire alarms in middle of the fire sprinkler simental. So, they're going to be involved every step of the way.

## **2.Update and discussion on the clearing of the cut throughs in the Lake Vista Subdivision.**

David Martin stated that there are stakes here there are 26 total 10-foot access and I'm going to call them accessways/ servitude just for the sake of discussion. Whether or not they're servitude or an easement, 10-foot-wide access ways that allow access between the streets and parks. Generally, to each access way there's a telephone or a light standard and a street name sign. 16 of them appear to have some sort of encumbrance which are mostly palm trees and ancillary structures, but not major structures. A complete property boundary survey has been conducted, discrete boundary marks that can be recovered in the field, and the next step would be string line markings. Snap truck lines on the ground will identify and catalog each and every specific encumbrance, and then notify the neighborhoods prior to proceeding. A full report will be presented to rec/sub committee about the findings in February.

The surveying will be done by a consultant, the LMA will retain them to go ahead and put out actual or will help recover the benchmarks and then our maintenance staff can go and identify what's out there.

Legal Metzger clarified that this property is owned by the Orleans Levee District, and it is not a certain servitude in favor of previous servitude in favor of any adjacent home.

Director Martin stated that from a maintenance and operation standpoint is it allows staff to go into the parks when we have to remove a tree or something like that. By having less than desirable access can increase the costs spent if staff has to remove the tree in park, less accessibility to the nearest servitude or cut through the can increase cost.

Vice-Chair Carr question is there is a prevent plan in place for future issues such as this, such someone building an outdoor kitchen, etc.

Executive Director Capo stated that the maintenance staff does frequent the parks and the LMA could incorporate into their shifts.

Various members of the of the board stated that property owners have currently maintain the access ways and have placed patio furniture outside. Commissioner Romero stated that one resident built a firepit, barbecue, and cabana across the walk way which is illegal.

Director Martin stated that he hoped that he would have healthy conversations from the property owners association about the removal of all items placed in the access ways. He stated that

knowing the issue of clearing these cut-throughs would be sensitive at best and more than controversial at the worst.

**3.Update on 1744 Lakeshore Drive servitude.**

Discussed during public comments.

**NEW BUSINESS:**

**1) Motion to approve the renewal of a one-year lease with the State of Louisiana – House District 99 for Representative Candace Newell for Suite 149 inside the Terminal.**

A motion was offered by Commissioner Cohn, was seconded by Commissioner Hebert, and unanimously adopted to approve the renewal of a one-year lease with the State of Louisiana – House District 99 for Representative Candace Newell for Suite 149 inside the Terminal.

**MOTION: XI 01-01272022**

**RESOLUTION: XI 01-01272022**

**BY: COMMISSIONER Cohn**

**SECONDED: COMMISSIONER Hebert**

**January 27, 2022**

**1.) Motion to approve the renewal of a one-year lease with State of Louisiana House District 99 Representative Candace Newell for Suite 149 in the Terminal at New Orleans Lakefront Airport.**

**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, (“Airport”);

**WHEREAS**, the Management Authority leases office space that is available in the Terminal at the Airport (the “Terminal”);

**WHEREAS**, Candace Newell, in her official capacity as Louisiana State Representative House District 99, requested to lease Office 149 in the Terminal, containing 475 square feet, as an office for Louisiana House District 99, under the terms and conditions set forth below;

**WHEREAS**, the proposed lease will be for a primary term of one (1) year, commencing on the 1<sup>st</sup> day of January, 2022, with a base annual rental of \$6,759.25,

payable in equal monthly installments of \$ 563.27; said lease will also provide that the lessee will be responsible to pay an additional rent consisting of a pro-rata share of the insurance premiums, electricity and gas charges at the Terminal, which as of the commencement date of the lease will be \$ 205.44 per month, resulting in a total monthly rental of \$ 768.71 during the one year term of the lease (the "Lease");

**WHEREAS**, because the Lessee is an elected public official and the nature of the occupancy is a public office, Lessee shall have the right to cancel this lease upon 90-day advance written notice to the Management Authority, as Lessor;

**WHEREAS**, the Airport Committee of the Management Authority at its meeting held on January 18, 2022 considered the proposed Lease, however, there was no quorum present so the Committee could not vote to recommend approval of the Lease with Representative Candace Newell; and,

**WHEREAS**, the Management Authority after considering the proposed Lease resolved that it was in the best interest of the Airport and the Orleans Levee District to approve the proposed Lease with Representative Candace Newell, in her official capacity as Louisiana State Representative for District 99, under the terms and conditions set forth above.

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, that the Lakefront Management Authority approves a lease of Suite 149 in the Terminal, containing 475 square feet, with Representative Candace Newell, in her official capacity as Louisiana State Representative for District 99, effective January 1<sup>st</sup>, 2022, for a primary term of one (1) year, with a 90 day cancellation clause, and for a base annual rental of \$6,759.25, payable in equal monthly installments of \$563.27; and, the lease will also provide that the lessee shall be responsible to pay an additional rent consisting of a pro-rata share of the insurance premiums, electricity and gas charges at the Terminal, which will be \$ 205.44 per month, resulting in a total monthly rental of \$ 768.71 ,during the one year term of the Lease.

**BE IT HEREBY FURTHER RESOLVED** that the Authority 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: Brien, Bruno, Carr, Cohn, Fierke, Heaton, Hebert, Meadowcroft, Richard, Richard, Rodgers, Romero**

**NAYS:**

**ABSTAIN:**

**ABSENT: Gerhart, Lapeyrolerie**

**RESOLUTION PASSED: Yes**

- 2) *Motion to approve the Fourth Amended Authorization and Permit and Right of Entry for Construction and Maintenance of the Hibernian Memorial in the New Basin Canal*

**Park to extend the completion date of construction by two years through February 28, 2024.**

A motion was offered by Commissioner Carr, was seconded by Commissioner Heaton, and unanimously approved the Fourth Amended Authorization and Permit and Right of Entry for Construction and Maintenance of the Hibernian Memorial in the New Basin Canal Park to extend the completion date of construction by two years through February 28, 2024.

**MOTION: XI 02\_01272022**  
**RESOLUTION: XI 02\_01272022**  
**BY: COMMISSIONER Carr**  
**SECONDED: COMMISSIONER Heaton**

**January 27, 2022**

**2.) Motion to approve the Fourth Amended Authorization and Permit and Right of Entry for Construction and Maintenance of the Hibernian Memorial in the New Basin Canal Park to extend the completion date of construction by two years through February 28, 2024.**

**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**, one of the non-flood protection assets owned by the District is the former location of the New Basin Canal which is now part of the neutral ground between Pontchartrain Boulevard and West End Boulevard in the City of New Orleans;

**WHEREAS**, the construction of the New Basin Canal began in 1832 and was completed in 1838 and the manual labor for building the Canal was performed primarily by Irish immigrants;

**WHEREAS**, the former Board of Commissioners of the Orleans Levee District authorized the construction of a memorial monument (the “Irish Memorial”) and park, known as the New Basin Canal Park, which was completed and dedicated in November of 1990 (the “Park”);

**WHEREAS**, in 2014 the Ancient Order of Hibernians of Louisiana, Inc., a Louisiana non-profit corporation (“Ancient Order of Hibernians”), proposed to expand and make improvements at the Irish Memorial in the Park (the “Project”);

**WHEREAS**, the Management Authority in February 2014 approved the issuance of a Permit to the Ancient Order of Hibernians for the construction and maintenance of the Hibernian Memorial in the Park;

**WHEREAS**, the Ancient Order of Hibernians secured funding for Phase I of the expansion of the Irish Memorial, consisting of grading the premises and the construction of certain sidewalks in the Park and submitted plans and specifications for approval of the construction of Phase I to the Management Authority as required under the Permit;



**WHEREAS**, the Management Authority approved by Resolution adopted in February of 2018 an Amended Authorization and Permit, which, among other things, extended the term of the Permit for a period of ten (10) years through February 28, 2029;

**WHEREAS**, the Permit provided in Article 5 that the construction work for the Memorial was to be completed by February 28, 2019;

**WHEREAS**, in 2019 the Ancient Order of Hibernians requested that the completion date for the construction work of the Memorial be extended by two years, and the Management Authority by Resolution adopted in May of 2019 approved a Second Amended Authorization and Permit to extend the completion date of the Project by two (2) years through February 28, 2021;

**WHEREAS**, thereafter the Ancient Order of Hibernians advised the Management Authority that additional time would be needed to complete the work for the Memorial and requested that the completion of the Memorial be extended by one year through February 28, 2022;

**WHEREAS**, the Management Authority in June of 2020 considered the request by the Ancient Order of Hibernians to extend the completion date of the Memorial by one year through February 28, 2022, and approved by Resolution No. 01-062520 for a Third Amendment of the Permit to extend the date for completion of the Project through February 28, 2022, subject to the certain conditions, including the removal of art work placed on the property and that the Ancient Order of Hibernians provide monthly reports on the progress of the Project to the Recreation/Subdivision Committee of the Management Authority;

**WHEREAS**, the Ancient Order of Hibernians satisfied the conditions set forth in Resolution No. 01-062520 and requested an extension of the completion date of the Project by two years through February 28, 2024;

**WHEREAS**, the Recreation/Subdivision Committee of the Management Authority at its monthly Meeting held on January 18, 2022 considered the request to extend the completion date for the construction work of the Memorial by two years through February 28, 2024, and voted to recommend that the Management Authority approve the requested extension; and,

**WHEREAS**, the Management Authority after considering the recommendation of the Recreation/Subdivision Committee on the requested extension for completion of the Project resolved that it was in the best interest of the Management Authority to approve the request to amend the Permit to extend the date for the completion of the Project by two years through February 28, 2024.

**NOW THEREFORE BE IT HEREBY RESOLVED** that the Lakefront Management Authority approves a Fourth Amendment to the Permit for and Right of Entry for Construction and Maintenance of the Hibernian Memorial in the New Basin Canal Park to extend the completion date for the construction of the Hibernia Memorial for two years through February 28, 2024.

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

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

**YEAS:** Brien, Bruno, Carr, Cohn, Fierke, Heaton, Hebert, Meadowcroft, Richard, Richard, Rodgers, Romero

**NAYS:**

**ABSTAIN:**

**ABSENT:** Gerhart, Lapeyrolerie

**RESOLUTION PASSED:** Yes

**3) Motion to approve the request of Messina Lakefront Airport, LLC to minimum hours of operations Messina's Runway Cafe in the Terminal at the New Orleans Lakefront Airport to 11 a.m. until 3 p.m. from January 1, 2022 through January 31, 2022 because of staffing and labor shortages caused by the Coronavirus Pandemic.**

A motion was offered by Commissioner Cohn, was seconded by Commissioner Heaton, and unanimously approved the request of Messina Lakefront Airport, LLC to minimum hours of operations Messina's Runway Cafe in the Terminal at the New Orleans Lakefront Airport to 11 a.m. until 3 p.m. from January 1, 2022 through January 31, 2022 because of staffing and labor shortages caused by the Coronavirus Pandemic.

Commissioner Heaton mentioned that the issue was discussed during the airport committee in January.

Director Capo stated that he has seen advertisements promoting the adjusted hours for breakfast.

Emile Babin, representative for Messina stated that they've seen an increase in staffing and they are prepared for the influx in business.

**MOTION:** XI 03\_01272022

**RESOLUTION:** XI 03\_01272022

**BY:** COMMISSIONER Cohn

**SECONDED:** COMMISSIONER Heaton

**January 27, 2022**

**3.) Motion to ratify and approve the reduction of the minimum hours of operation of Messina's Runway Cafe to 11 a.m. until 3 p.m. between January 1, 2022 and January 31, 2022 because of staffing and labor shortages caused by the Coronavirus Pandemic.**

**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, Tuesday through Sunday, and in August of 2021 the Lease was amended a second time to among other things reduce the minimum hours of operation, effective on January 1, 2022, to seven (7) hours per day, between 8:00 a.m. and 3:00 p.m., Tuesday through Sunday, unless the Airport secured charter services and then the hours of operation would revert to nine (9) hours per day, between 8 a.m. and 5 p.m., Tuesday through Sunday, (the “Lease”);

**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 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, which the Management Authority approved at its meeting held on September 3, 2020, conditioned on the lessee continuing to pay the base monthly and additional rent owed under the Lease while the restaurant was closed;

**WHEREAS**, at the Airport Committee meeting held on December 8, 2020, Mr. Messina informed the Committee that opening the restaurant at that time was still not financially feasible and requested an extension of the period to keep the restaurant closed through January 5, 2021, and 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 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 through April 6, 2021, and the Airport Committee at its meeting held on March 16, 2021 voted to recommend that the Management Authority approve the request, conditioned on the continued payment of the base monthly and additional rent while the restaurant remained closed;

**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 Lease;

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

**WHEREAS**, after considering the requests of Mr. Messina and 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 both voted to recommend that the Management Authority ratify and approve the request to reduce the hours of operation of the restaurant to 11 a.m. until 3 p.m. between April 6, 2021 and December 31, 2021, and the Management Authority approved this request at its monthly meeting on August 26, 2021;

**WHEREAS**, on January 3, 2022, Mr. Messina notified the Executive Director of the Management Authority that he was still having problems staffing the restaurant because of the Pandemic and requested that the minimum hours of operation be reduced from 8 a.m. to 5 p.m. to 11 a.m. to 3 p.m. between January 1, 2022 and January 31, 2022;

**WHEREAS**, the Airport Committee reviewed this request at its monthly meeting held on January 18, 2022, but the Committee did not have a quorum and hence could not vote to recommend or not recommend approval of the request by Messina to the Management Authority; and,

**WHEREAS**, the Management Authority at its monthly meeting held on January 27, 2022 resolved that it was in the best interest of the Airport and the Orleans Levee District to approve the request by Messina for a reduction in the minimum hours of operation of the restaurant between January 1, 2022 and January 31, 2022.

**THEREFORE, BE IT HEREBY RESOLVED**, that the Lakefront Management Authority hereby ratifies and approves the request by Messina Lakefront Airport, L.L.C. to reduce the minimum hours of operation of the Runway Cafe Restaurant to 11 a.m. until 3 p.m., Tuesday through Sunday, between January 1, 2022 and January 31, 2022, because of staffing and labor shortages caused by the Coronavirus Pandemic.

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

**YEAS:**       **Brien, Bruno, Carr, Cohn, Fierke, Heaton, Hebert, Meadowcroft, Richard, Rodgers, Romero**

**NAYS:**

**ABSTAIN:**

**ABSENT:**   **Gerhart, Lapeyrolerie**

**RESOLUTION ADOPTED: Yes**

**4.Motion to approve the assignment and transfer of the lease of Orleans Marina Boathouse Site No. N-14 and No. N-14A by Otto Candies, III to Nicholas Chetta, II.**

A motion was offered by Commissioner Cohn, was seconded by Commissioner Rodgers, and the board unanimously approved the assignment and transfer of the lease of Orleans Marina Boathouse Site No. N-14 and No. N-14A by Otto Candies, III to Nicholas Chetta, II.

Legal Metzger stated this is a transfer, Mr Candies Jr. passed away two years ago and his son is now the executive of the estate. He recently had the lease amended to increase the full 30 years running through. It's 2038 and inspired with the options that are in, he paid \$12,000 of that and he noticed by Louis at that time. It's a standard assignment of a boathouse lease with all conditions satisfied. Certain repairs will be made as a result of inspection that are required. Secondly, There's a transfer fee of \$8000.00 that's payable upon the transfer to the LMA.

The insurance market is not offering insurance property insurance available for a nonresidential Structure over water and so he could not get the property insurance, but he's agreed to put up either a standby letter of credit pledges, certificate of deposit, or other equivalent cash collateral to secure the insurance obligation, and he will be self-insuring. If he does produce proof of insurance the LMA will return the letter of credit and the LMA will named additional insured on the insurance policy.

Mr. Chetta wanted it to go on record that if he assigns the boathouse in the next few years that he would get his collateral device with a letter of credit.

**MOTION: XI 04-01272022**  
**RESOLUTION: XI 04-01272022**  
**BY: COMMISSIONER Cohn**  
**SECONDED BY: COMMISSIONER Rodgers**

**January 20, 2022**

**4.) Motion to approve the transfer of the lease of Orleans Marina Boathouse Site # N-14 and 14-A by Otto B. Candies, Jr., Independent Testamentary Executor of the Succession of Otto B. Candies III, to Nicholas Chetta II.**

**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 No.N-14 and 14A is leased by Otto Candies, Jr. (“Mr. Candies” or “lessee”), pursuant to the terms of a written lease, effective as of July 1, 2008, and First Amendment of Lease, for a term of five years with five(5)- 5-year options to renew (the “Lease”);

**WHEREAS**, Mr. Candies died in 2021, his succession was opened in the 29<sup>th</sup> Judicial District Court for the Parish of St. Charles, State of Louisiana and his son, Otto B. Candies, III, was appointed and confirmed as the Independent Testamentary Executor of the succession (the “Executor”);

**WHEREAS**, the Executor requested approval to assign and transfer the Lease of Boathouse Site N-14 and 14A and sell the improvements thereon to Nicholas Chetta, II (“assignee”) in consideration of the price and sum of \$100,000.00;

**WHEREAS**, under the terms of the proposed Assignment of the Lease, the assignee agreed to assume all obligations of the lessee under the Lease;

**WHEREAS**, under Article VII of the Lease, the Lessor’s consent is required for an assignment of the Lease and this Article also provides for payment to the Lessor of an Eight (8%) Percent transfer fee of the total amount of any consideration received by the lessee;

**WHEREAS**, the Management Authority adopted Resolution No. 03-042116 at its regularly scheduled meeting held on April 21, 2016, which provides that lease assignments shall be conditioned upon the presentment of a current structural evaluation that specifically includes all substructure and pilings by a company approved by the Management Authority, including but not limited to Anders Construction, H. J. Merrihue and Gill’s Crane and Dozer, signed by a licensed Louisiana engineer, to ascertain that the current lessee has satisfied the obligations under the lease to maintain the improvements on the leased premises; and, also provides that prior to the assignment of any lease any required repairs or replacements to the structural support and pilings of a boathouse shall be made or that a bond or other security in the amount of 150% of the estimated cost of the required work be provided to and in a form acceptable to the Management Authority;

**WHEREAS**, the assignee had the substructure and pilings of the boathouse inspected by Anders Construction, which issued a piling and substructure report signed by John Anders, a registered Louisiana professional engineer, and the assignee agreed to make all the repairs required under the report as a condition of the transfer of the Lease;

**WHEREAS**, pursuant to Resolution No. 10-092817, adopted at the Management Authority’s regularly scheduled monthly meeting held on September 27, 2018, the Management Authority delegated authority to the Commercial Real Estate Committee of the Management Authority to approve boathouse lease transfers of the boathouse leases in the Orleans Marina;

**WHEREAS**, Article XI of the Lease requires the lessee to provide fire and extended insurance coverage, with an insurance company authorized to do business in Louisiana, with coverage for the full insurable replacement value of the buildings and improvements located on the leased premises, and to name the lessor as a loss payee or additional insured on the policy; lessee applied for and has been unable to secure the required insurance coverage on the buildings and improvements located on the leased premises, which consists of a covered boat slip without residential improvements, because such coverage has not been available on these kind of improvements located over water in the

insurance market in Louisiana since Hurricane Ida struck the City of New Orleans in August of 2021; however, the assignee offered to provide an irrevocable stand-by letter of credit or other equivalent security, in favor of the Management Authority and acceptable to the Executive Director, in an amount equal to the full insurable replacement value of the buildings and improvements located on the leased premises, in lieu of the required property insurance, until he is able secure the insurance coverage required under the terms and conditions of the Lease;

**WHEREAS**, the Commercial Real Estate Committee at its January meeting reviewed the proposed assignment, however, the Committee did not have a quorum present and hence was not able to vote to approve the assignment of the Lease;

**WHEREAS**, the Staff of the Management Authority and assignee requested that this matter be placed on the agenda for the Management Authority monthly meeting in January 2022 for approval of the assignment of the Lease; and,

**WHEREAS**, after Motion duly made and seconded, the Management Authority resolved that it was in the best interest of the Orleans Levee District to approve the assignment of the Lease, subject to the conditions set forth in this Resolution.

**THEREFORE, BE IT HEREBY RESOLVED** that the Lakefront Management Authority hereby approves the assignment and transfer of the Lease of Boathouse Site No. N-14 and 14A by Otto B. Candies III, Independent Testamentary Executor of the Succession of Otto B. Candies, Jr., to Nicholas Chetta II, conditioned upon payment of the transfer fee of Eight (8%) Percent of the total amount of the consideration received for the assignment of the Lease, as provided under Article VII of the Lease, completion of the repairs to the pilings and substructure of the boathouse in accordance with the Piling and Substructure Report of Anders Construction and providing proof of the property insurance coverages required under Article XI of the Lease or providing an irrevocable stand-by letter of credit or other equivalent security, in favor of the Management Authority and acceptable to the Executive Director, in an amount equal to the full insurable replacement value of the buildings and improvements located on the leased premises, in lieu of the required property insurance, until the lessee is able to secure and provide proof of the property insurance coverage required under Article XI of the Lease, and upon presentment of the proof of insurance the stand-by letter of credit or other equivalent security provided by the lessee, in favor of the Management Authority, shall be returned to lessee.

**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 all documents necessary to accomplish the above.

**YEAS: Brien, Bruno, Carr, Cohn, Fierke, Heaton, Hebert, Meadowcroft, Richard, Rodgers, Romero**

**NAYS:**

**ABSENT: Gerhert, Lapeyrolerie**

**RESOLUTION ADOPTED:**

**RESOLUTION PASSED: Yes**

**5.Motion to approve a lease with The Palms Plaza 2, LLC of the property located to Municipal Address 6510 Spanish Fort Boulevard, in the Lake Vista Community Center, for a term of one**

**year with 1-year options to renew, with an annual rental during the primary term of the lease if \$19,040.00, plus additional \$75.00 per month for water and sewerage for operations of a hair salon.**

A motion was offered by Commissioner Rodgers, was seconded by Commissioner Heaton, and unanimously approved to a lease with The Palms Plaza 2, LLC of the property located to Municipal Address 6510 Spanish Fort Boulevard, in the Lake Vista Community Center, for a term of one year with 1-year options to renew, with an annual rental during the primary term of the lease if \$19,040.00, plus additional \$75.00 per month for water and sewerage for operations of a hair salon.

**MOTION: XI 05\_01272022**  
**RESOLUTION: XI 05\_01272022**  
**BY: COMMISSIONER Rodger**  
**SECONDED BY: COMMISSIONER Heaton**

**January 27, 2022**

**RESOLUTION**

**5.)** Motion to approve a lease with The Palms Plaza 2, L.L.C. for Suite 6510 in the Lake Vista Community Center, for a term of one year, commencing on February 1, 2022, with two (2)-1-year options to renew, for an annual rent during the primary term of \$19,040.00, payable in monthly installments of \$1,586.67, and with annual rent payable during each of the option terms in an amount equal to the rent charged for suites in the LVCC at the commencement of each option term, plus \$75.00 per month for water services, adjusted annually, and under the standard terms and conditions for leases of suites in the Lake Vista Community Center.

**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 (“LVCC”) is one of the non-flood protection assets of the Orleans Levee District under the management and control of the Management Authority;

**WHEREAS**, The Palms Plaza 2, L.L.C., a domestic limited liability company, with its registered office located at 2109 Caton Street, New Orleans, Louisiana 70122, (“Palms Plaza” or “Lessee”), requested to lease the suite bearing Municipal Address 6510 Spanish Fort Boulevard, located in the Lake Vista Community Center, consisting of 1,120 square feet of office space, for operation of a beauty salon (the “Leased Premises”);

**WHEREAS**, the term of the Lease will be for one year, commencing on February 1, 2022 and ending on January 31, 2023 (the “Primary Term”), with two (2) 1-year options



to renew, commencing on February 1, 2023 and ending on January 31, 2025, if both options to renew are exercised by Lessee (the "Option Terms"),

**WHEREAS**, the rent for the lease of the Leased Premises, during the Primary Term, will be \$17.00 per square foot, for an annual rent of \$19,040.00, payable in twelve (12) monthly installments of \$1,586.67 in advance of the beginning of each month and the annual rent payable during each of the option terms shall be the rent charged for suites in the LVCC at the commencement of each option term, plus \$75.00 per month for water service which will be subject to an adjustment each year on the anniversary date of the lease by the Lessor;

**WHEREAS**, the Commercial Real Estate Committee at its meeting held on January 20, 2022 considered the Lease with Palms Plaza, but a quorum was not present and hence the Committee could not vote to recommend approval of the proposed Lease; and,

**WHEREAS**, the Management Authority resolved that it was in the best interest of the Orleans Levee District to approve the proposed Lease with Palms Plaza in accordance with the terms and conditions set forth in this resolution.

**THEREFORE, BE IT HEREBY RESOLVED**, that the Lakefront Management Authority approves a lease with The Palms Plaza 2, L.L.C for the suite bearing Municipal Address 6510 Spanish Fort Boulevard in the Lake Vista Community Center, consisting of 1,120 square feet, for a term of one year, commencing on February 1, 2022 and ending on January 31, 2023, with two (2) 1-year options to renew, commencing on February 1, 2023 and ending on January 31, 2025, if both options to renew are exercised, for a rental rate of \$17.00 per square foot, totaling an annual rent of \$19,040.00, payable in twelve (12) monthly installments of \$1,586.67, in advance of the beginning of each month, and the rent payable during each of the option terms shall be the rent charged for suites in the LVCC at the commencement of each option term, plus \$75.00 per month for water service which will be subject to an adjustment each year on the anniversary date of the lease by the Management Authority, and the lease shall include the standard terms and conditions for leases in the Lake Vista Community Center.

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

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

**YEAS:**           **Brien, Bruno, Carr, Cohn, Fierke, Heaton, Hebert, Meadowcroft, Richard, Richard, Rodgers, Romero**

**NAYS:**

**ABSTAIN:**

**ABSENT:**   **Gerhart, Lapeyrolerie**

**RESOLUTION PASSED: Yes**

**6.Motion to renew the lease with METROSTUDIO, LLC of the property located at Municipal Address 6501 and 6513 Spanish Fort Boulevard, in the Lake Vista Community Center, for a**

**term of one year with two 1-year options to renew, with an annual rental during the primary term of the lease of \$43,078.00, for operation of an architecture firm.**

A motion was offered by Commissioner Cohn, was seconded by Commissioner Rodgers, and unanimously approved to renew the lease with METROSTUDIO, LLC of the property located at Municipal Address 6501 and 6513 Spanish Fort Boulevard, in the Lake Vista Community Center, for a term of one year with two 1-year options to renew, with an annual rental during the primary term of the lease of \$43,078.00, for operation of an architecture firm.

**MOTION: XI 06\_01272022**  
**RESOLUTION: XI 06\_01272022**  
**BY: COMMISSIONER Cohn**  
**SECONDED BY: COMMISSIONER Rodgers**

January 27, 2022

**RESOLUTION**

**6.)** Motion to approve a lease with Metro Studio, L.L.C. for Suites 6501 and 6511 in the Lake Vista Community Center, for a term of one year, commencing on February 1, 2022, with two (2)-1-year options to renew, for an annual rent during the primary term of \$43,078.00, payable in monthly installments of \$3,589.83, and with annual rent payable during the option terms in an amount equal to the rent charged for suites in the LVCC at the commencement of each option term, and under the standard terms and conditions for leases of suites in the Lake Vista Community Center.

**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 (“LVCC”) is one of the non-flood protection assets of the Orleans Levee District under the management and control of the Management Authority;

**WHEREAS**, the Management Authority entered into a written lease agreement, dated on August 24, 2017, with Metro Studio, L.L.C., (“Metro Studio” or “Lessee”) for Municipal Addresses 6501 and 6511 Spanish Fort Boulevard in the Lake Vista Community Center (the “Leased Premises”), consisting of 2,534 square feet of office space, for Lessee’s architectural practice, which lease expired on June 30, 2021;

**WHEREAS**, the Metro Studio requested to a new lease for the Leased Premises under the terms and conditions set forth below (the “Lease”);

**WHEREAS**, the term of the Lease will be for one year, commencing on February 1, 2022 and ending on January 31, 2023 (the “Primary Term”), with two (2) 1-year options

to renew, commencing on February 1, 2023 and ending on January 31, 2025, if both options to renew are exercised by Lessee (the "Option Terms"),

**WHEREAS**, the rent for the lease of the Leased Premises, during the Primary Term, will be \$17.00 per square foot, for an annual rent of \$43,078.00, payable in twelve (12) monthly installments of \$3,589.83 in advance of the beginning of each month and the annual rent payable during each of the option terms shall be the rent charged for suites in the LVCC at the commencement of each option term;

**WHEREAS**, the Commercial Real Estate Committee at its meeting held on January 20, 2022 considered the proposed Lease with Metro Studio, but a quorum was not present and it could not vote to recommend that the Management Authority approve the proposed lease; and,

**WHEREAS**, the Management Authority resolved that it was in the best interest of the Orleans Levee District to approve the proposed Lease with Metro Studio in accordance with the terms and conditions set forth in this resolution.

**THEREFORE, BE IT HEREBY RESOLVED**, that the Lakefront Management Authority approves a lease with Metro Studio, L.L.C. for the suites bearing Municipal Addresses 6501 and 6511 Spanish Fort Boulevard in the Lake Vista Community Center, consisting of 2,534 square feet, for a term of one year, commencing on February 1, 2022 and ending on January 31, 2023, with two (2) 1-year options to renew, commencing on February 1, 2023 and ending on January 31, 2025, if both options to renew are exercised, for a rental rate of \$17.00 per square foot, totaling an annual rent of \$43,078.00, payable in twelve (12) monthly installments of \$3,589.83, in advance of the beginning of each month, and the rent payable during each of the option terms shall be the rent charged for suites in the LVCC at the commencement of each option term, and which lease shall include the standard terms and condition for leases in the Lake Vista Community Center.

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

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

**YEAS:**     **Brien, Bruno, Carr, Cohn, Fierke, Heaton, Hebert, Meadowcroft, Richard, Rodgers, Romero**

**NAYS:**

**ABSTAIN:**

**ABSENT:**   **Gerhart, Lapeyrolerie**

**RESOLUTION PASSED: Yes**

**7.Motion to approve authorization of the settlement of the lawsuit Sam B. Haynes, Jr v. Orleans Levee District and NFPAMA, No. 2020-07856, Division B-5, Civil District Court, State of Louisiana.**

A motion was offered by Commissioner Cohn, was seconded by Commissioner Heaton, and unanimously approved authorization of the settlement of the lawsuit Sam B. Haynes, Jr v. Orleans Levee District and NFPAMA, No. 2020-07856, Division B-5, Civil District Court, State of Louisiana.

Legal Counsel Metzger stated that this went before legal before it was recommended to the board. The will have no financial liability for the LMA, the plaintiff is dismissing his claims, and has agreed to make the repairs under the sub-structure. However, LMA will be giving up the claim on attorney fees.

**MOTION:** XI 07- 012722  
**RESOLUTION:** XI 07- 012722  
**BY:** Commissioner Cohn  
**SECONDED BY:** Commissioner Heaton

January 27, 2022

7.) *Motion to approve authorization of the settlement of the lawsuit Sam B. Haynes, Jr. v. Orleans Levee District and NFPAMA, No. 2020-07856, Division “B-5”, Civil District Court Parish of Orleans, State of Louisiana.*

#### **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**, Sam B. Haynes, Jr., has been a lessee in the Orleans Marina for more than 35 years and currently maintains three Lease Agreements for the South Roadway Boathouse Sites identified as OMB N-26, N-27 and N-28 all of which are located in the Orleans Marina;

**WHEREAS**, the lease for Orleans Marina Boathouse N-26 dates to April 1972 when the Orleans Levee District renovated the Orleans Marina to include covered boat slips also referred to as boathouses and leased OMB #N-26, consisting of 1,920 square feet of water bottoms and land, to Mr. Leander H. Perez, III;

**WHEREAS**, by resolution adopted in November of 1978, the former Orleans Levee Board offered to the lessees of Orleans Marina Boathouse sites N-11 thru N-39 the option to add 576 additional square feet of water bottoms and land to their respective leases;

**WHEREAS**, former OMB #N-26 tenant Mr. Leander H. Perez, III exercised the option to add the 576 square feet of additional water bottoms and land to the description of the leased premises for OMB #N-26;

**WHEREAS**, to reflect the exercise of the option to add the additional 576 square feet of water bottoms and land to the description of the leased premises for OMB #N-26, the Orleans Levee Board and Mr. Perez executed an amended lease for OMB #N-26 on May 1, 1979;

**WHEREAS**, in October 1980, Mr. Perez assigned and transferred the OMB #N-26 lease to Mr. Eugene C. Nunez;

**WHEREAS**, pursuant to Resolution #14-51883 dated May 18, 1983, the Orleans Levee Board ratified and approved of the transfer of OMB #N-26 from Mr. Eugene C. Nunez to Mr. Sam B. Haynes, Jr. “with the proviso that a new lease agreement be entered into at the same terms and conditions of the present one.”;

**WHEREAS**, tenant Mr. Sam B. Haynes, Jr. did lease and pay for the OMB #N-26 lease of water bottoms and land, including the base square footage of 1,920 sq.ft. and the additional 576 sq.ft. from July 5, 1983 to December 10, 2007 without objection as to the area of the leased premises;

**WHEREAS**, tenant Mr. Sam B. Haynes, Jr. did on December 10, 2007 enter into a new lease for OMB #N-26 due to the pending expiration of the 1983 lease;

**WHEREAS**, tenant Mr. Sam B. Haynes, Jr. did on October 19, 2002 enter into a lease for OMB #N-28 and did also in January 2010, by act of assignment, enter into a lease for OMB #N-27;

**WHEREAS**, pursuant to Resolution 01-121319, the Board of the Non-Flood Protection Asset Management Authority ratified Mr. Haynes’ transfer of the OMB #N-26, #N-27, and #N-28 leases to closely held limited liability companies that Mr. Haynes established for his estate planning;

**WHEREAS**, pursuant to Resolution 01-121319, the Board of the Non-Flood Protection Asset Management Authority agreed to waive the eight percent (8%) transfer fee for Mr. Haynes’ transfer of the OMB #N-26, #N-27, and #N-28 leases;

**WHEREAS**, the Board of the Non-Flood Protection Asset Management Authority conditioned its Resolution 01-121319 upon Mr. Haynes’ presentment of a current structural evaluation prepared by a license Louisiana engineer and the completion of repairs or replacements of pilings and other structural components as contemplated and required by the Management Authority’s Resolution 03-042116;

**WHEREAS**, Mr. Haynes did on September 18, 2020 file suit against the Orleans Levee District, Division of Non-Flood Assets; the Southeast Louisiana Flood Protection Authority – East; and the Lakefront Management Authority therein claiming that a mutual error was made by the inclusion of the 576 additional square feet of water bottoms and land in the December 10, 2007 lease for OMB #N-26;

**WHEREAS**, the suit filed by Mr. Haynes is captioned Sam B. Haynes, Jr. v. Orleans Levee District and NFPAMA, No. 2020-07856, Division “B-5”, Civil District Court Parish of Orleans, State of Louisiana;

**WHEREAS**, on December 7, 2020, counsel for the Orleans Levee District, Division of Non-Flood Assets; the Southeast Louisiana Flood Protection Authority – East; and the Lakefront Management Authority filed an Answer and Reconventional Demand against Mr. Haynes therein denying the allegations brought by Mr. Haynes and seeking to evict Mr. Haynes from the OMB #N-26, #N-27, and #N-28 leases due to Mr. Haynes’ unauthorized transfer of the three leases and his failure to fulfill the conditions precedent to Resolution 01-121319.

**WHEREAS**, by the agreement of the parties to the pending suit, the Southeast Louisiana Flood Protection Authority – East was dismissed with prejudice;

**WHEREAS**, Mr. Haynes and the Lakefront Management Authority, on the behalf of the Orleans Levee District, have engaged in settlement discussions through their respective legal counselors;

**WHEREAS**, Mr. Haynes and the Lakefront Management Authority have agreed in

principle to mutually dismiss their respective claims with prejudice with each party being responsible for its own attorney fees, costs, and expenses and subject to each party upholding the terms and provisions of Resolution 01-121319 and the OMB #N-26, #N-27, and #N-28 leases;

**WHEREAS**, the parties have prepared and exchanged comments and edits on a proposed release agreement that would provide for the dismissal of Sam B. Haynes, Jr. v. Orleans Levee District and NFPAMA, No. 2020-07856, Division "B-5", Civil District Court Parish of Orleans, State of Louisiana;

**WHEREAS**, the Executive Director may be called upon to execute documents, including possible legal instruments, settlements, and releases, necessary for the dismissal of Sam B. Haynes, Jr. v. Orleans Levee District and NFPAMA, No. 2020-07856, Division "B-5", Civil District Court Parish of Orleans, State of Louisiana;

**WHEREAS**, the Legal Committee met on January 27, 2022 and voted to recommend approval of the authorization for the settlement of the lawsuit to the Lakefront Management Authority Board of Commissioners; and,

**WHEREAS**, the best interests of the Lakefront Management Authority and the Orleans Levee District are served by entering into a settlement of the respective claims by and against Mr. Sam B. Haynes, Jr. on the terms discussed herein, i.e., the mutual dismissal of all pending claims with each party to be responsible for its own attorney fees, costs, and expenses subject to the performance of the terms and provisions in of Resolution 01-121319 and the OMB #N-26, #N-27, and #N-28 leases.

**NOW, THEREFORE BE IT HEREBY RESOLVED**, that the Executive Director be and is hereby authorized to enter into an agreement to settle or to resolve the lawsuit captioned as Sam B. Haynes, Jr. v. Orleans Levee District and NFPAMA, No. 2020-07856, Division "B-5", Civil District Court Parish of Orleans, State of Louisiana on the terms and conditions identified herein.

**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:** Brien, Bruno, Carr, Cohn, Fierke, Heaton, Hebert, Meadowcroft, Richard, Rodgers, Romero

**NAYS:**

**ABSTAIN:**

**ABSENT:** Gerhart, Lapeyrolerie

**RESOLUTION ADOPTED:** Yes

**8.Motion to approve Change Order No. 1 to the contract with Roofing Solutions, LLC for an additional lump sum of \$73,758.59, for additional work and materials for the McDermott Hangar Roof Repair Project (Hurricane Zeta) due to additional damages caused by Hurricane Ida.**

A motion was offered by Commissioner Heaton, was seconded by Commissioner Meadowcroft, and unanimously approved the Change Order No. 1 to the contract with Roofing Solutions, LLC for an additional lump sum of \$73,758.59, for additional work and materials for the McDermott Hangar Roof Repair Project (Hurricane Zeta) due to additional damages caused by Hurricane Ida.

Director Capo wanted to clarify for the board that there will be an increase of 162 days added to the construction contract included in the resolution.

**MOTION:** XI 08-01272022  
**RESOLUTION:** XI 08-01272022  
**BY:** COMMISSIONER HEATON  
**SECONDED:** COMMISSIONER MEADOWCROFT

**January 27, 2022**

8) Motion to approve Change Order No. 1 to the contract with Roofing Solutions, LLC for an additional lump sum of \$73,758.59, for additional work and materials and an increase of 162 days to be added to the contract's completion date for the McDermott Hangar Roof Repair Project (Hurricane Zeta) due to additional damages caused by Hurricane Ida.

### **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 and operates the New Orleans Lakefront Airport located on the south shore of Lake Pontchartrain in the Parish of Orleans, State of Louisiana, which is one of the non-flood protection assets owned by the District (the "Airport");

**WHEREAS**, the roof of the Mc Dermott Hangar on the Airport was damaged by high winds during Hurricane Zeta on October 29, 2020 and the roof needs repairs (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 bids for the Base Bid and Alternate 1 for the Project (the "scope of work");

**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 was the lowest responsive bid for the Project and was presented to the Airport Committee of the Management Authority at its meeting held on June 15, 2021, and the Airport 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 \$298,000.00, for the scope of work for the Project;

**WHEREAS**, the Management Authority by resolution 07-062421 approved a contract with Roofing Solutions, LLC, for the price and sum of \$298,000.00, for the scope of work for the Project.

**WHEREAS**, on August 29, 2021 Hurricane IDA struck southeast Louisiana and caused additional damage to the McDermott Hangar roof;

**WHEREAS**, the Management Authority's architect of record and the Management Authority's Engineer received a proposal for a change order to repair the damage to the roof from Roofing Solutions, LLC and reviewed and recommend approving the change order,

**WHEREAS**, the Airport Committee met on January 18<sup>th</sup>, 2022 to review the proposed change order, but did not have a quorum present to vote and make a recommendation on the change order;

**WHEREAS**, the Management Authority's staff and architect recommended approval of the change order to the contract with Roofing Solutions, LLC, in the amount of \$73,758.59, for the required repairs to the roof, and an increase of 162 days to be added to the contract's completion date, based on their opinion that it would not be prudent to have another contractor make the required repairs to the roof; and,

**WHEREAS**, the Management Authority after considering the recommendation of the Management Authority's staff and architect resolved that it would be in the best interest of the Orleans Levee District and Airport to approve the change order for the Project.

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, that the Lakefront Management Authority hereby approves Change Order #1 with Roofing Solutions, LLC, in the amount of \$73,758.59, increasing the contract to the price and sum of \$371,758.59, and an increase of 162 days to be added to the contract's completion date for the repairs to the roof of the McDermott Hangar 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:**       **Brien, Bruno, Carr, Cohn, Fierke, Heaton, Hebert, Meadowcroft, Richard, Rodgers, Romero**

**NAYS:**

**ABSTAIN:**



**ABSENT: Gerhart, Lapeyrolerie**

**RESOLUTION ADOPTED: Yes**

**Announcement of Next Regular Board Meeting:**

- Thursday, February 24, 2022, at 5:30PM
- A discussion occurred between the regarding deferring the next board meeting due to the date being on a peak date of Mardi Gras.
- It was recommended that the chair coordinate with Lakefront Management staff regarding accessibility and hindrances to a from the board meeting that day.

**Adjournment:**

A motion was offered by Commissioner Richard, seconded by Commissioner Romero, and was unanimously adopted to adjourn. The meeting was adjourned at 7:18 PM.